WORKING AGREEMENT

between

GRANT COUNTY SHERIFF'S OFFICE

and

GRANT COUNTY DEPUTY SHERIFF'S' ASSOCIATION

January 1, 2012

to

December 31, 2014

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PREAMBLE

The Sheriff's Office of Grant County, Washington, hereinafter known as the "Employer," and the Grant County Deputy Sheriff's Association, referred to hereinafter as the "Association," do hereby reach an agreement for the purpose of promoting the morale, well-being, and security of the Grant County Sheriff's Office and employees.

PRODUCTIVITY

It is mutually agreed that the Employer and the Association shall work together individually and collectively to meet the production requirements of these offices, to provide the public with efficient and courteous service, to encourage good attendance of employees, and to promote a climate of labor relations that will aid in achieving a high level of efficiency in these offices of County government.

ARTICLE I - RECOGNITION

The Employer recognizes the Association as the designated representative of the regular Deputy Sheriffs, Corporals and Sergeants who are uniformed personnel under applicable statutes in the State of Washington in the Grant County Sheriff's Office.

Excluded from this bargaining unit are the Sheriff, Undersheriff, Chief Deputies, confidential employees, Correction Officers, Record Clerks, food service employees, provisional employees and all other employees of Grant County.

ARTICLE II - ASSOCIATION MEMBERSHIP

2.1 It shall be a condition of employment that all full-time employees of the Employer, covered by this Agreement, who are members of the Association in good standing on the execution date of this Agreement, shall remain members in good standing. It shall also be a condition of employment that all employees hired on or after its execution date, shall on the thirtieth (30th) day following the beginning of such employment, become and remain members in good standing of the Association. Employees failing to honor their union security obligations

shall be suspended without pay at the request of the Association until said employee honors their obligation.

2.2 There shall be no soliciting of employees for Association membership during working hours. Any employee who does so shall be subject to disciplinary action including dismissal.

2.3 Upon written proof of bona fide, religious tenets pursuant to RCW 41.56.122, an employee may proceed to pay a similar amount of money monthly to a non-religious charity or to another charitable organization in accordance with the provisions of RCW 41.56.122.

2.4 The Association 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 pertaining to initiation and dues deduction.

ARTICLE III - DEFINITIONS

The following definitions apply throughout the contract unless the context clearly indicates other meaning:

a. Regular Employee: An employee who has successfully completed a probationary period of twelve (12) months of continuous employment with the Employer with the same office and has had no breaks in service.

b. Probationary Employee Probationary Period: A probationary period of twelve (12) continuous months shall be required of all new employees. During the probationary period, employees may be discharged without cause at the discretion of the Employer without notice. Subject to the Addendum A new pay plan beginning January 1, 2013, the probationary period for entry level employees is one (1) year after academy completion. The probationary period for lateral entry employees is twelve (12) continuous months.

c. Anniversary Date: Means the original date of hire for regular full-time employees.

d. Discharge: Means the termination of employment.

e. Full-Time Employment: Means regularly scheduled employment on an average of forty (40) hours per week.

f. Holidays: Means paid non-work days for County employees as specified in the Holiday article.

g. Overtime: Means work previously authorized by the Sheriff or his designee and performed in excess of the scheduled workday or workweek subject to the provisions of the Hours of Work article.

h. Position: Is a description of duties and responsibilities.

i. Department Head: Means elected official and/or appointed department head.

ARTICLE IV - EQUAL EMPLOYMENT OPPORTUNITY

The Employer or the Association shall not discriminate against any individual with respect to terms, conditions or privileges of employment because of race, color, religion, national origin, age, sex, veteran status, mental, physical or sensory handicap, except as allowed or provided by law. All references to employees in this Agreement designate both sexes, and wherever the male gender is used, it shall be construed to include male and female employees.

4.1 Third Party Work: Third party work consists of law enforcement related work initially paid for by a third party to Grant County, e.g. events, dances concerts, sport games, utility district law enforcement, etc. Traditionally, this work is performed by Sheriff's Deputies and reserve deputies for extra pay. Association deputies will be offered "first right of refusal" or offered work before it is given to reserves. In those instances, the Deputies will be given notice and an opportunity to volunteer for the work pursuant to the following procedure: Work available with more than 5 days' notice, bargaining unit members will be offered the work first. If no bargaining unit member desires the work, the work may be offered to reserves. For third party work shifts created with less than 5 days' notice, the Department may, but is not required to, offer the work to reserves before offering the work to bargaining unit members.

ARTICLE V - MANAGEMENT RIGHTS

5.1 The Association recognizes the prerogative of the Employer to operate and manage its affairs in all respects in accordance with its responsibilities, lawful powers and legal authority. All matters not expressly covered by the language of this Agreement or by state law, shall be administered for the duration of this Agreement by the Employer as the Employer from time-to-time may determine. Management's affairs and prerogatives which the parties have agreed do not constitute negotiable matters relating to wages, hours and working conditions are inclusive of but not limited to the following:

a. The right to enforce any and all work rules and procedures, whether written or oral, upon reasonable notice to bargaining unit members. The Employer has the right to develop and adopt as well as administer written or oral operational rules and policies, as well as those pertaining to the evaluation of employees, which cover matters not specifically described in this agreement and which do not rise to the level of significant changes which are mandatory subjects of bargaining. An employee shall abide by such rules and policies. Personnel rules and policies which are oral in nature will be based on past practices and oral communications between the Employer and the employees. Written personnel rules and policies will either be posted or provided to affected employees.

b. The right to schedule any and all work and overtime work consistent with the provisions of Article XI.

c. The right to hire, transfer, layoff or recall, or promote employees as provided in the labor agreement and by the Civil Service Commission rules and regulations.

d. The right to discipline any and all employees as provided in the disciplinary article of this Agreement.

e. The right to make any and all determinations as to the size and composition of the work force and to assign employees to work locations and shifts in accordance with the provisions of this contract.

f. The parties understand and agree that incidental duties reasonably connected with bargaining unit work not necessarily enumerated in job descriptions shall nevertheless be performed by employees when requested to do so by the Employer.

g. The Employer shall have the right to take whatever actions the Employer deems necessary to carry out County services in an emergency. An emergency is defined as a sudden or unexpected happening or resulting situation that calls for action without delay, or other circumstance inclusive of but not limited to a life threatening situation, civil disorder, natural disaster, etc.

h. The Employer has the right to introduce any and all new, improved and automatic methods or equipment to improve efficiency and to reduce costs.

i. The right to close or liquidate an office, branch, operation or facility or combination of facilities, or to relocate, reorganize or combine the work of divisions, offices, branches, operations or facilities. The Employer will provide reasonable notice of its decision and agrees to bargain about the effects if such effects are mandatory subjects of bargaining.

5.2. Past Practices: Past practices relate to matters not addressed by the provisions of this agreement. Both parties are bound by past practices. If the Employer wishes to make a significant change to past practice, the Employer will provide reasonable notice of the proposed change and an opportunity to negotiate if the change is a mandatory subject of bargaining. If the parties cannot reach agreement then either party may elect to proceed with the impasse resolution provisions set forth in Chapter 41.56, RCW.

ARTICLE VI - NO STRIKE

6.1 Neither the Association nor its agents, or any employee(s) shall aid, cause, condone, authorize or participate in any strike or work stoppage, slow down or any other interference with the work and/or statutory functions and/or obligations of the Employer.

6.2 Employees who engage in any of the above-referenced activities shall not be entitled to any pay or fringe benefits during the period he/she is engaged in such activity. The Employer may discharge or discipline any employee who violates this Article.

6.3 Nothing contained herein shall preclude the Employer or the Association from obtaining judicial restraint and damages in the event of a violation of this Agreement.

ARTICLE VII - SENIORITY

7.1 Seniority shall mean an employee's continuous length of service from the most recent date of hire. Seniority shall not apply until the employee has completed the required probationary period. Upon satisfactory completion of the probationary period, the employee shall be credited with seniority from the most recent date of hire.

7.2 Beginning January 1, 2013, in accordance with Addendum A, the probationary period of twelve (12) continuous months shall be required of all new lateral entry employees. The probationary period of one (1) year after academy completion shall be required of all new entry level employees. During the probationary period, employees may be discharged without cause at the discretion of the Employer without notice.

7.3 Layoffs and recalls will be carried out by seniority. Promotions and demotions will be carried out in accordance with, applicable Civil Service rules and regulations, and when applicable, the determinations as to superiority of skills, abilities, experience, performance and quality of work. If the Sheriff determines that operational demotions are in order, those demotions shall be carried out consistent with Civil Service rules and regulations. Seniority will be applicable with regard to the scheduling of vacations subject to the Sheriff's right to determine the number of employees, if any, who may schedule a vacation during a particular week and subject to the Sheriff's determination of experience requirements needed for services to the public.

7.4 Seniority shall terminate upon discharge, resignation, retirement, and twelve (12) consecutive months of layoff.

7.5 A seniority list will be posted and a copy provided to the Association once per year and upon request.

ARTICLE VIII - DISCIPLINE

8.1 Discipline shall be for just cause. The Sheriff or his designee may discipline an employee if there is just cause for the discipline and one of the following has occurred:

a. Neglect of duty;
b. Inefficiency;
c. Insubordination;
d. Incompetence;
e. Disrespectful or impolite references, comments or declarations about or to fellow employees or Management;
f. Conviction of a crime which would have an adverse effect regarding an employee's work, relationships with current employees/employer or brings into question continued suitability in the office;
g. Inappropriate/improper use of public office/authority or misrepresentation of official authority or omission of responsibilities based on official authority and responsibilities;
h. Misconduct and/or negligent performance of duties;
i. Violation of written or verbal County or Office directives, work rules, regulations, policies and procedures;
j. Conflict of interest between off-duty activities and official duties;
k. Tardiness and/or absenteeism;
l. Harassment of any kind (actions that create an intimidating, abusive and/or hostile work environment);
m. Reporting to work with the presence of alcohol and/or illegal/controlled substances in the employee's blood, breath and/or urine, consuming alcohol and/or illegal/controlled substances at work, selling and/or distributing alcohol and/or illegal/controlled substances at work in accordance with the Drug and Alcohol Policy;
n. Violation of the Drug and Alcohol Policy;
o. Any breach of confidentiality requirements, whether written or verbal, regarding confidential matters as determined by the Sheriff or his designee;
p. Failure to properly record, schedule, notify, communicate, process and/or file any and all matters, whether written or verbal, consistent with

standard verbal, written or practiced procedures as determined by the Sheriff or his designee;

q. Failure to timely complete tasks as assigned by the Sheriff;
r. Mental or physical unfitness;
s. False or fraudulent statements;
t. Fraudulent conduct by an applicant;
u. Any other just causes supported and consistent with case law and/or arbitration cases.

8.2 If the Employer has a reason to discipline an employee, it shall take reasonable measures to carry out the discipline in a manner which will least embarrass the employee if possible. The Employer shall utilize the principles of progressive discipline, provided however, the Employer shall have the right to implement the following forms of discipline depending on the seriousness of the misconduct.

a. Oral reprimand;
b. Written reprimand;
c. Suspension without pay;
d. Disciplinary Demotion;
e. Termination.

8.3 The Employer may discipline or terminate an employee only for just cause. In the event the Sheriff or his designee determines that an employee may be suspended without pay, demoted or terminated due to charges and/or alleged misconduct(s), then the Sheriff or his designee will notify the employee and Association representative of the charges and/or alleged misconduct(s) in writing. The Sheriff or his designee will hold a pre-disciplinary action meeting to provide the employee and/or Association representative an opportunity to respond to the charges and/or alleged misconduct(s) within a reasonable period of time. Thereafter, the Sheriff or his designee shall make a determination as to whether to proceed with suspension without pay, demotion or termination.

8.4 When the Sheriff or his designee determines that circumstances are such that retention of the employee will likely result in disruption of office work, damage to or loss of County property or be injurious to the fellow employees, then the Sheriff or his designee may immediately suspend with pay the employee pending the outcome of an investigation. If the Sheriff or his designee determines that this Section should be implemented, then the charges and/or

misconduct(s) will be provided to the employee and the Association representative as soon as reasonably possible in writing.

8.5 Disciplinary investigations shall be processed in a timely manner based on the complexity and circumstances of the individual case.

8.6 Employees shall sign "written reprimands" as evidence only of having seen the written reprimand when employees are shown those reprimands which are to be placed in the employee's personnel file. A copy of the written reprimand shall be provided to the employee at the time the employee signs it. Copies of written reprimands and more severe discipline will be mailed to the Association.

8.7 Evidence of oral reprimand and written reprimands shall remain in the employee's personnel file for a period of no more than twenty-four (24) months from the date of the offense. After removal from the personnel file, the evidence shall not be used as a basis for progressive discipline and shall not be introduced or otherwise used as evidence by the Employer in a grievance arbitration hearing. Evidence of the reprimand may be maintained in a separate file and used by the County for purposes of defending itself in a civil proceeding unrelated to the discipline.

8.8 References, written facts and all documentation involving verbal and/or written reprimands as provided above, suspensions without pay, demotions and/or discharges shall remain permanently in an employee's personnel file.

8.9 At the discretion of the Employer, an employee may be suspended with pay and benefits pending investigation of allegations of misconduct, when the nature of the allegation compromises the ability of the employee to perform his/her duties. If the charges are substantiated, disciplinary action may be taken in accordance with the nature of the offense and just cause. If the charges are unfounded, the employee will be restored to duty and all evidence of the suspension will be removed from the personnel file.

8.10 If any County employee is serving a disciplinary suspension without pay, said person shall not be employable with any other County Department/Office or County funded organization.

8.11 If any employee who is required to have a driver's license has his/her driver's license suspended for less than three (3) months, then the employee shall be suspended without pay for that period of time. If the employee has his/her driver's license suspended for three (3) months or more, then said employee shall be discharged. If the employee is discharged, they shall be placed on a recall list for a period of up to nine (9) months. If they are rehired, they shall sign a last chance agreement providing that any license suspension or revocation shall result in immediate discharge. If an employee's driver's license is revoked, then the employee shall be immediately discharged.

8.12 The provisions of this Article shall not apply to newly hired or promoted employees serving a probationary period. A classified employee having civil service status may take a promotion to a higher civil service position and maintain the right to return to said employee's former position or a like position if the Sheriff determines the employee is unable to meet the requirements of the classification. The Sheriff's determination shall be final and binding on all practices.

8.13 Disciplinary action may be reviewed pursuant to this Agreement.

8.14 Time lines may be extended by mutual agreement.

8.15 Disciplinary demotion shall be based on just cause. Operational demotion does not require just cause. Disciplinary transfer shall be based on just cause. Operational transfer does not require just cause.

ARTICLE IX - DISCIPLINARY PROCEDURES

9.1 Any employee who is under investigation for disciplinary action which may result in a 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 allegations, the facts supporting them subject to the provisions of Article VIII. The employee will be advised that he/she has the right to have his/her choice of an Association representative present during disciplinary meetings or questioning.

9.2 Any disciplinary action by a supervisor other than the Sheriff or his designee, except for verbal reprimands, shall not be official unless affirmed in writing by

the Sheriff or his designee. The employee must sign the verbal reprimand and a copy will be given to the employee and the Association.

9.3 Unless circumstances exist which warrant immediate suspension or discharge as determined by the Sheriff, the employee shall, before the disciplinary action is finalized, have the opportunity to discuss the matter with the Sheriff or his designee in accordance with Article VIII.

9.4 An employee shall have the right to have a disciplinary action against him/her reviewed for cause and severity of discipline either by the Grant County Civil Service Commission or through the grievance procedure. Once the employee elects the forum for review, he/she and the Association are bound by the procedural requirements of that forum and that selection shall constitute an election of that forum.

9.5 The Employer shall furnish the employee and the Association with a copy of disciplinary actions after such action is taken.

9.6 Use of Force: If a major incident involves the use of force resulting in death or severe bodily harm, the Employer shall only request from the deputy involved in the incident that information which is necessary to secure the scene and to follow-up and apprehend any perpetrators of the crime. The Employer will not question the deputy or require a statement from the deputy as to any information regarding the incident except as indicated above for a period of forty-eight (48) hours. The Sheriff or designee and the Association President will work towards developing a draft comprehensive Use of Force and Officer Involved Shooting policies. Such draft policy will be reviewed by the respective parties' attorneys and questions/issues addressed before such policy is adopted and implemented.

ARTICLE X - GRIEVANCE PROCEDURE

10.1 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 normal means, the grievance will be settled as hereinafter provided.

10.2 A grievance is defined as a dispute involving the interpretation, application or alleged violation of a specific provision of this Agreement.

10.3 A grievance may be initiated by either an employee or the Association.

10.4 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 written agreement of the parties. If the grievance is not filed in accordance with the timelines contained herein, it shall be forever waived and rights and remedies lost.

10.5 The grievance procedure shall be as follows:

Step 1: The grievance shall be presented in written form to the employee's division head within thirty (30) calendar days of the date of the occurrence or within thirty (30) calendar days of when they reasonably should have known of the grievance. The division head shall respond in writing within thirty (30) calendar days after receiving said grievance.

Step 2: If the grievance is not resolved to the satisfaction of the concerned parties at Step 1, then within thirty (30) calendar days of the response in Step 1 above, the grievance in written form shall be presented to the Sheriff. If there is no response by the Employer at Step 1, the Association may present the grievance at any time to the Sheriff. Thereafter, the Sheriff shall respond in writing to the aggrieved employees and the Association within thirty (30) calendar days after receipt of the grievance. A copy will be provided to the Association.

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 of submission to arbitration within thirty (30) calendar days after receipt of the Step 2 response. If there is no response by the Employer, the Association may submit the matter to arbitration at any time.

c. Arbitrator - Selection: After timely notice, the parties shall attempt to select an arbitrator by agreement. In the event the parties are unable to reach agreement on the appointment of an impartial arbitrator, then either party may request that the Washington State Public Employment Relations Commission provide a list of eleven (11) qualified and approved non-staff or private arbitrators from which list an arbitrator shall be selected by alternatively striking one (1) name from the list until one (1) name shall remain.

d. Decision - Time Limit: The arbitrator shall meet and hear the matter at the earliest possible date after his or her selection. After completion of the hearing, a decision shall be entered within thirty (30) calendar days, unless an extension of time is agreed upon by the parties.

e. Limitation - Scope - Power of Arbitrator:

(i) The arbitrator shall not have the authority to add to, subtract from, alter, change or modify the terms of this Agreement.

(ii) The arbitrator shall have the power to interpret and apply the terms of the Agreement and to determine whether there has been a violation of the terms of the Agreement.

(iii) The arbitrator shall consider and decide only the question or issue raised in the initial written grievance. In conducting an arbitration, the arbitrator shall maintain a verbatim record of the testimony either by tape recording or court reporter. If a party requests a court reporter and/or transcription of the official record, said requesting party shall be responsible for paying for the cost of the transcription and for providing a copy to the other party. If the parties mutually agree to use a court reporter, the transcription costs shall be shared. The arbitrator shall also have the authority to receive evidence and question witnesses.

f. Arbitration Award - Damages - Expenses:

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

(ii) Each party hereto shall pay the fees and expenses of their own attorneys, representatives, witnesses and other costs associated with the presentation of their case. The cost and expense of the arbitrator shall be borne equally by the parties.

ARTICLE XI - HOURS OF WORK – OVERTIME

11.1 Shift Employees:

a. Subject to the Sheriff making changes from time to time, the normal work week for Special Ops positions (*e.g.*, ORV, Marine, School Resource and Detectives, except Crime Prevention) will not exceed five (5) consecutive eight (8) hour days or four (4) consecutive ten (10) hour days on any assigned tour of duty. The normal work period for twelve (12) hour shift employees will be seven (7) twelve-hour shifts in a two (2) week work period with four (4) hours of Kelly time. If the Sheriff elects to change the normal work day and/or work period, the Sheriff will provide thirty (30) calendar days notification of the change in work day and/or work period except in the event of an emergency. In the event of an emergency, as much notice as is practicable under the circumstances will be provided.

b. Any time worked in excess of the normal shift or in excess of the normal work period will be paid for at one and one-half (1-1/2) times the regular hourly rate of pay. This excess includes time worked continuously in excess of the normal scheduled shift that continues into the next scheduled shift. Pursuant to past practices, the employee may choose either payment or compensatory time off up to a maximum accumulation of one hundred (100) hours of compensatory time.

c. Eight (8) and ten (10) hour employees shall be allowed two (2) fifteen (15) minute work breaks and a minimum of one-half (1/2) hour lunch break daily. Employees assigned to eight (8) hour rotational shifts shall receive such breaks during their eight (8) hour shift but shall be subject to call to respond to non-scheduled work duties which arise during such breaks or lunch periods and which require immediate attention. Twelve (12) hour employees will be allowed two (2) thirty (30) minute meal periods and

two (2) fifteen (15) minute break periods during the twelve (12) hour shift.

d. Overtime is subject to prior authorization by the Sheriff or his designee.

11.2 Call-Out: If an off duty employee is called out at the discretion of the Sheriff or his designee to perform job related duties, said employee shall receive a minimum of three (3) hours pay at the applicable rate except if such call out is within fifteen (15) minutes of said employee's regularly assigned shift. If an off duty employee is called out at the discretion of the Sheriff or his designee to perform job-related duties for more than three (3) hours, then said employee will be entitled to pay at the time and one-half rate for all hours worked. Only the actual time worked during a call-out will be utilized for purposes of calculating qualifications for overtime in accordance with the overtime provisions of this Article.

11.3 Standby Time: Standby Time is that period of time that an employee of this office is required to standby at a given location for a specific time period ready to respond to duty in a sober and ready condition. Employees' activities will be severely restricted. Standby Time shall be paid for at fifty percent (50%) of the regular rate. Only the actual time worked will be utilized for purposes of calculating qualifications for overtime in accordance with the overtime provisions of this Article.

11.4 On-Call: On-Call is that time when an employee of this Office is requested to keep this office informed of his/her whereabouts during a specific time period, including a method to reach that individual (telephone, etc.). When an employee is not available, such as out of the area, no phone, etc., the employee will be required to notify the office of his/her unavailability. There are no restrictions on the employee's activities or availability during On-Call time. On-Call time shall not be compensated.

11.5 Shift change notices will be posted with no less than seven (7) days notice except in the event of an emergency as defined in this agreement.

11.6 An employee who is specifically assigned to do work at a higher level than he/she is normally assigned for a full shift or more in a week shall be compensated at the base rate of the corresponding entry level for the assigned position retroactive to the first hour worked.

11.7 If an employee is permanently upgraded in rank or assignment, the higher pay will start on the first hour worked in that regular assignment.

11.8 There shall be no pyramiding of overtime. That is, employees will not be paid twice for the same hours worked. For example, if an employee works two (2) additional overtime hours (08:00 to 10:00) beyond the employee's regularly scheduled shift on the last day in the work period, the employee will be entitled to two (2) hours at time and one-half for working the additional hours. The employee will not be entitled to four (4) hours of overtime, *i.e.*, two (2) overtime hours for working beyond a shift in addition to two (2) overtime hours for working beyond the work period. In addition, an employee will not be paid twice for taking Kelly time off. For example, if an employee takes four (4) hours of Kelly time off on a Friday, the employee will be paid as if taking annual leave for the four (4) hours. The employee would not be entitled to eight (8) hours of pay for the four (4) hours.

ARTICLE XII - CLASSIFICATIONS – WAGES

12.1 Effective January 1, 2012, a two percent (2.0%) increase applied to the 2011 pay plan will go into effect for those employees employed on the date of signing of this CBA by the last signing party. All calculations shall be determined by the Human Resources Director in consultation with the Sheriff.

Effective January 1, 2013, employees will be placed in the applicable pay step of the new 5-Step pay plan in accordance with the new criteria set forth in Addendum A. In addition, effective January 1, 2013, a one percent (1.0%) increase will be applied to the new 2013 pay plan. This applies to those employees employed on the date of signing of this CBA by the last signing party. All step placements and calculations shall be determined by the Human Resources Director in consultation with the Sheriff.

Effective January 1, 2014, a two and one-half percent (2.5%) increase will be applied to the 2013 pay plan. All calculations shall be determined by the Human Resources Director in consultation with the Sheriff.

The applicable pay plans for 2012, 2013 and 2014 are set forth in Addendum A which is attached hereto and incorporated herein by reference. The eligibility,

placement and progression of employees in the step pay plan shall be determined by the Human Resources Director in consultation with the Sheriff. The determinations as to calculations shall be determined by the Human Resources Director in consultation with the Sheriff.

12.2 The difference between the top step Deputy Sheriff and the Corporal shall be five percent (5%) and the difference between the Corporal and the Sergeant shall be ten percent (10%).

The difference between the Detective pay and the top step Deputy Sheriff shall be five percent (5%).

12.3 Effective January 1, 2013, all current employees will be grandfathered at their current longevity levels and shall not progress under the old longevity schedule below but will progress to a new longevity level based on the new longevity plan below. For example, an employee at year 7 would stay at year 7 old longevity level until the employee reaches 10 years of service at which time they would become eligible for the year 10 longevity level based on the new longevity plan.

Old Longevity Schedule: Employees become eligible for receiving longevity pay after serving for a continuous year. After serving the continuous year, each employee will be eligible to receive longevity compensation at the rate of eleven dollars and seventy-two cents ($11.72) per month per year of service. The maximum any employee is eligible for is twenty (20) years of continuous service. At twenty (20) years, the maximum monthly longevity pay an employee would be eligible for is two hundred thirty-four dollars and forty cents ($234.40). As an example, if an employee were continuously employed for ten (10) years by Grant County, the employee would be eligible for one hundred seventeen dollars and twenty cents ($117.20) per month longevity pay.

New Longevity Plan: Effective beginning January 1, 2013, new employees hired will earn longevity based upon the plan below. Once a current employee reaches the new longevity levels, future progression will be based on the following new longevity plan:

Years	Longevity Rate
Years 1 - 4	0

Year 5	$58.60
Year 10	$117.20
Year 15	$175.80
Year 20	$234.40
Year 25	$293.00

All placements will be determined by the Human Resources Director in consultation with the Sheriff.

12.4 Education Incentive: Effective January 1, 2010, employees having a degree from a State accredited educational institution will receive an incentive subject to the following provisions:

AA Degree	$50.00 per month
BA or BS Degree	$65.00 per month
Masters Degree	$85.00 per month

Eligibility for this incentive shall be subject to successfully completing a degree which has relevance to law enforcement responsibilities as determined by the Sheriff. Examples are a degree in a specific law enforcement field, criminal justice degree, business administration degree, education degree. An employee must present a diploma and the official transcripts applicable in order to be eligible for such incentive.

12.5 Premium Pay for FTO: Effective January 1, 2003, an employee who is a certified field training officer and who is assigned to perform field training officer duties will receive fifty dollars ($50.00) per month for the period of time the employee is assigned to perform FTO duties.

12.6 Bi-Lingual Premium Pay: Effective January 1, 2010, an employee who is assigned to perform bi-lingual duties will receive fifty dollars ($50.00) per month for the period of time the employee is assigned to perform bi-lingual duties. The assignment of duties will be by verbal and/or written direction from management. To be eligible for bi-lingual premium pay, employees are required to pass a proficiency exam administered by DSHS. This proficiency exam will consist of both written and verbal components and is identified as DSHS Exam Cluster 3. These costs shall be the responsibility of the employee.

ARTICLE XIII - BULLETIN BOARD

The Employer agrees to furnish and maintain a suitable bulletin board in a convenient place in a work area to be used by the Association.

ARTICLE XIV - GENERAL POLICIES GOVERNING LEAVE

14.1 Leave of absence whether with or without pay is not allowed unless authorized in writing.

14.2 Unauthorized leave is treated as absence without pay and may be grounds for disciplinary action. Unauthorized absence from duty for three (3) consecutive working days may constitute separation from the office.

14.3 Except when otherwise authorized by the Sheriff, the appropriate earned leave with pay, whether sick leave or annual leave, shall be liquidated before granting leave without pay.

14.4 Records of attendance and absence which are kept by the office will be such as to produce all information necessary to administer these policies and procedures.

ARTICLE XV - LEAVE WITHOUT PAY

15.1 Leave without pay is subject to prior written approval by the Sheriff or his designee.

15.2 Leave without pay is charged from the first working day of absence through the last working day of absence.

15.3 Leave without pay is deducted from an employee's monthly pay check at a daily rate dependent on the number of calendar days in the month in which the leave without pay occurred.

15.4 Leave without pay may be granted under the following conditions:

a. Subject to mutual agreement between the employee and the Elected Official head.

b. Subject to the work load or service requirements in the office as determined by the Elected Official.

c. Leave without pay is limited to a maximum of twelve (12) months in any five (5) year period.

d. All leaves without pay are subject to review by the Board of Commissioners.

15.5. Employees on leave without pay are not entitled to accrue any benefits, seniority and/or time in service awards. These employees will be responsible to pay for their own insurance benefits while on leave without pay if they elect to continue said insurance.

ARTICLE XVI - SICK LEAVE

16.1 Sick leave is accrued by employees of the Sheriff's Office at the rate of eight (8) hours for each complete month and employee is in pay status.

16.2 Accrual: Employees accrue eight (8) hours of sick leave for their first month of employment if they are placed on the payroll on or before the fifteenth (15th) of the month and actually work continuously through the rest of that month. Sick leave is accumulative to a total of nine hundred sixty (960) hours for purposes of cash out. Employees may accrue sick leave beyond nine hundred sixty (960) hours up to 1040 hours for purposes of only catastrophic illness sick leave usage only. Hours from 961 to 1040 shall not qualify, under any circumstances, for purposes of any cash out. For employees working ten (10) or twelve (12) hour shifts, whenever they call in sick for an entire shift, their sick leave accumulation will be diminished by ten (10) or twelve (12) hours, whichever is applicable.

16.3 Use: Sick leave may be taken for any of the following reasons:

a. Illness or injury or temporary disability (such as during pregnancy) which incapacitates the employee to the extent that work can no longer be performed.

b. Emergency illness in the immediate family requiring the attendance of the employee. Leave for such reasons shall be limited to twenty-four (24) hours in any one instance. "Immediate family" includes only persons related by blood or marriage or legal adoption, specifically and limited to wife, husband, parent, parent-in-law, grandparent, brother, sister, child or grandchild of the employee, not aunt, uncle, cousin, niece or nephew, unless living in the employee's household.

Each instance means "condition or period of illness." Thus, for one individual there possibly could be allowed three (3) days, or there can be recurring periods of illness such as in chronic cases.

c. Employees may only use the actual number of days sick leave accumulated.

d. Sick leave cannot be claimed for the employees on annual leave or compensatory time unless the employee immediately notifies the Employer of the illness. Upon return to work, the employee may be required to present a written doctor's certification stating the nature, extent and length of the illness.

e. An employee may use the employee's accrued sick leave to care for a child of the employee under the age of eighteen (18) with a health condition that requires treatment or supervision.

f. Effective January 1, 2003, to care for a biological or adopted child, a foster or stepchild, a legal ward, or a child of a person standing in loco parentis, or to care for a spouse, parent, parent-in-law or grandparent who has a serious health condition or emergency condition and who lives in the employee's household.

16.4 Reporting: Any employee who for any reason must take sick leave shall as soon as possible notify his/her immediate supervisor or the Sheriff. A doctor's certification of illness may be required of the employee at the time the employee returns to work when absent because of illness or injury. The Elected Official may make an investigation to satisfy himself that the reason for taking sick leave is bona fide.

16.5 All employees on sick leave shall make themselves available for such investigation, medical or otherwise, as may be ordered by their supervisor and/or Elected Official.

16.6 Any employee found to have abused the provisions of a sick leave privilege by falsification or misrepresentation may be subject to disciplinary action.

16.7 An employee is charged the number of hours of sick leave used for each hour he/she is scheduled to work.

16.8 All accumulated sick leave is canceled automatically when an employee is separated from service but is restored when an employee is re-appointed to the same department/office or is employed by another department/office within twelve (12) months from the date of separation from service.

16.9 Fifty percent (50%) of the accumulated sick leave may be paid as severance pay where severance is made as a result of retirement under LEOFF Retirement at age 53 or greater, a twenty-five percent (25%) payment of accumulated sick leave in case of termination by the employee in good standing after ten (10) years of service, a one hundred percent (100%) payment of accumulated sick leave up to nine hundred sixty (960) hours in case of death.

16.10 Subject to the terms and conditions of the Sheriff's Office Policy, employees may donate sick leave.

16.11 Bereavement Leave: Paid bereavement leave shall be permitted for the death in the immediate family requiring the attendance of the employee (funeral included). Leave for such reasons shall be limited to twenty-four (24) hours in any one instance. "Immediate Family" includes only persons related by blood or marriage or legal adoption, specifically and limited to wife, husband, parent, parent-in-law, grandparent, brother, sister, child or grandchild of the employee, not aunt, uncle, cousin, niece or nephew, unless living in the employee's household.

ARTICLE XVII - ANNUAL LEAVE

17.1 Annual leave is allowed to an employee working on a regular full-time monthly basis who has been in the continuous employ of the County six (6) months or more.

17.2 The first year of employment, annual leave is earned at the rate of eight (8) hours for each completed month of full-time employment service. No employee shall carry more than two hundred forty (240) working hours into the next calendar year. Annual leave accruals are calculated on the 15th of each month and employees must be in pay status fifteen (15) or more calendar days of the month in order to be eligible to accrue annual leave.

17.3 Annual leave accumulated at the end of six (6) months of service in the office by full-time employees may be taken in the seventh (7th) month and each month thereafter may be taken in the following month or subsequent month upon the mutual agreement of the employee and the supervisor and/or Elected Official, taking into consideration the seniority of service of the employee. Upon completion of the six (6) month period, an employee's leave record will be credited with the appropriate annual leave. If the employee does not successfully complete the probationary period, annual leave is not earned and not payable.

17.4 The use of annual leave is subject to prior approval by the Sheriff or his designee. After the first year of employment, all employees shall be required to use a minimum of forty (40) hours each anniversary year.

17.5 When an employee takes a full vacation day, the employee is charged the number of hours of annual leave corresponding to the number of hours in the employee's shift.

17.6 Additional annual leave hours are earned by employees whose employment is continuous and satisfactory. These additional hours are reflected in days but are comprised of 8 hours for each day are credited to the employees on the anniversary date of such employment as follows:

YEAR	DAYS PER MONTH	DAYS PER YEAR
1st year	1	12
2nd year	1.0834	13
3rd year	1.25	15
4th year	1.25	15
5th year	1.4167	17
6th year	1.4167	17

7thyear	1.4167	17
8thd year	1.4167	17
9th year	1.4167	17
10th year	1.5834	19
11th year	1.5834	19
12th year	1.5834	19
13th year	1.5834	19
14th year	1.5834	19
15th year	1.8334	22

17.7 Continuous service is not broken by any period of authorized leave.

17.8 Earned annual leave and continuous service credits of any employee are transferable between departments and offices with the County provided, not more than thirty (30) days elapse between employments without specific approval by the hiring agency.

17.9 An employee who separates from the service is entitled to payment for a maximum of up to two hundred forty (240) hours of accrued annual leave, provided, that in the case of voluntary resignation adequate notice is given. Two (2) weeks is considered adequate notice.

17.10 When an employee separates from the service by reason of resignation, layoff, dismissal, retirement or death, he/she is paid for up to two hundred forty (240) hours un-liquidated annual leave.

17.11 Once each year, each employee may sell back to the Employer up to a maximum of eighty (80) hours of annual leave. This is conditioned on the requirement that each employee take forty (40) hours of mandatory annual leave each anniversary year. Such sell-back provision shall be submitted at least ten (10) days before the pay period.

ARTICLE XVIII - MILITARY TRAINING LEAVE

The Military Leave Policy and Procedures will be set forth in the "Grant County Policy & Procedure Manual" Policy.

ARTICLE XIX - CIVIL LEAVE AND JURY DUTY

An employee shall continue to receive his/her regular salary for any period of required service as a summoned juror or witness subpoenaed by the Employer. The Employer shall pay the difference between the scheduled fees and the employee's hourly wage. The employee shall not be required on his/her own time to apply for such fees. Employees will be expected to report for work when less than a normal work day is required by such duties except graveyard employees will not be required to work if not released from jury duty or as a subpoenaed witness prior to 5:00 p.m.

ARTICLE XX - FAMILY AND MEDICAL LEAVE

The Family and Medical Leave Policy and Procedures will be set forth in the "Grant County Policy & Procedure Manual" Policy.

ARTICLE XXI - HOLIDAYS

21.1 Employees shall be entitled to the following legal holidays:

New Year's Day	January 1
Martin Luther King Jr.'s Birthday	Third Monday in January
Presidents' Day	Third Monday in February
Memorial Day	Last Monday in May
Independence Day	July 4
Labor Day	First Monday in September
Veterans' Day	November 11
Thanksgiving Day	Fourth Thursday in November
Day after Thanksgiving Day	
Christmas Eve Day	December 24
Christmas Day	December 25

All personnel normally scheduled to work on a holiday, will be allowed to work the holiday if they so choose. For example, if a detective shift is 10 hours long, Monday through Friday, and Memorial Day falls on a Monday, the detective will be allowed to work on that day. Employees working a holiday will be available to respond to calls for service if needed.

See attached Addendum "B" – Grant County Sheriff's Deputies Holiday Schedule 2012 - 2014. This addendum is not intended to alter the provisions of this article. This Addendum addresses the dates on which the designated days will be recognized by Grant County.

21.2 Holiday pay shall be paid on the basis of eight (8) hours at the employee's regular hourly rate. For eight (8), ten (10) hour or twelve (12) hour employees who do not work on a holiday, they shall receive eight (8) hours pay at the regular rate. Employees required to work on a designated holiday shall receive time and one-half (1 and 1/2) their regular hourly rate for all hours worked on the holiday in addition to the holiday pay above. (Example 1: John works Monday through Thursday ten (10) hour shifts; Monday is a holiday; John works the holiday and no overtime. For working the holiday, John is entitled to twenty-three (23) hours of pay (eight (8) hours holiday pay plus time and one-half times ten (10) hours for a total of fifteen (15) hours for working the holiday). John's total pay for the week equals fifty three (53) hours. John is not required to take an additional two (2) hours out of annual leave; if he did, he would receive fifty five (55) hours of pay for the week. Example 2: Mary works Tuesday through Friday on ten (10) hour shifts and no overtime. Monday is a holiday. Mary receives eight (8) hours of holiday pay for Monday. Mary's total pay for the week is equal to forty eight (48) hours). Example 3: Jane works Monday through Thursday on ten (10) hour shifts and no overtime. Monday is a holiday. Jane does not work on the holiday and receives eight (8) hours of holiday pay for Monday and used two (2) hours annual leave. Jane's total pay for the week is equal to forty (40) hours.

21.3 Floating holidays may be taken at no less than one-half (1/2) day increments.

21.4 Holidays occurring at the beginning, during or at the end of a period of annual leave are not charged as annual leave.

ARTICLE XXII - HEALTH & WELFARE

22.1 Effective January 1, 2012, medical coverage shall commence on the first day of the month following completion of sixty (60) calendar days of satisfactory performance for regular full-time employees and regular part-time employees.

22.2 For employees who separate employment before or on the 15th of the month, their benefits will end at the end of that month. For employees who separate employment on the 16th of the month or another later day that month, their benefits will end at the end of the following month. Eligibility is determined by the Summary Plan Description.

22.3 Effective for 2012, the employees will have access to two (2) plans. Either the Core Plan (Option 2) or the Buy-Up Plan (Option 1). These two (2) plans are the plans that were recommended by the Health Insurance Committee and approved by the County Commissioners beginning plan year 2012.

Core Plan (Option 2) Premium Share Contributions effective beginning January 1, 2012:

Employee Only Tier:

Employer Portion	Employee Portion
100%	0%

All Dependent Tiers:

Employer Portion	Employee Portion
85%	15%

Employer will pay toward the Core Plan (Option 2) one hundred percent (100%) of the funding level as established by the Board for the employee-only tier. The Employer will pay eight-five percent (85%) of the funding level as established by the Board for the Core Plan (Option 2) for all dependent tiers, and Employees shall pay fifteen percent (15%) by payroll deduction.

Buy-Up Plan (Option 1) Premium Share Contributions effective beginning January 1, 2012:

Employer and Employee premium share contributions for the Buy-Up Plan (Option 1) are derived from the Employer and Employee premium share

contributions of the Core Plan (Option 2) funding levels shown above. The Employer will contribute the equivalent value of the Core Plan (Option 2) premium share toward the Buy-Up Plan (Option 1) premiums. Any amounts exceeding the Core Plan (Option 2) funding level Employer contribution shall be the sole responsibility of the employees and shall be paid by payroll deduction.

All calculations shall be determined by the Human Resources Director.

See attached Addendum D for the 2013 Health and Dental Funding Level Rates.

22.4 If there is a need to further modify coverage, as determined by the Employer based on recommendations of the insurance broker and/or companies, the Employer will provide as much notice as practicable to the Association and allow the Association the opportunity to bargain regarding said changes. Should the Association and Employer be unable to bargain a satisfactory resolution of any issues raised regarding modification of coverage, premium structures, or benefit levels, within thirty (30) days after the notice to the Association, the Employer shall have the right to modify premium structures, benefit levels and coverage.

22.5 The Association and/or the employee will indemnify and hold the Employer harmless from any and all claims made and against any and all suits instituted against an insurance carrier regarding a disagreement with said carrier relating to a claim and/or coverage.

22.6 Disputes regarding insurance claims and/or coverage are between the insurance company and the employee and are not grievable by the Association and/or the employee so long as the dispute was not as a result of action by the Employer.

22.7 Spouses: In order to provide some predictable procedure regarding premium amounts paid for dependents working for the County, the dependent's coverage having greater benefits will be selected as the primary.

Dependent Children: Dependent children may be listed on both parents' plans per eligibility guidelines. Unless a court decree states otherwise, the Birthday Rule applies. When the parents are married or living together, whether or not they were ever married, the plan of the parent whose birthday falls earlier in the year is primary. If both parents have the same birthday, the plan that has covered the parent the longest is primary.

Family Coverage Examples – Please note these are just a sampling of possible scenarios and do not include single or employee and spouse only based scenarios.

Husband "Hank" and wife "Wendy" have three children. Hank works as a deputy sheriff in the Sheriff's Office and Wendy works for District Court. Both work for Grant County full time and are eligible for medical benefits. They may choose any of the following configurations for coverage:

A) Husband Hank and the children are insured as dependent spouse and dependent children on Wendy's medical plan;

B) Wendy Wife and the children are insured as dependent spouse and dependent children on Hank's medical plan;

C) Wendy is insured as a single mother with three dependent children on her plan. Hank is insured on his plan as a single employee;

D) Hank is insured as a single father with three dependent children on his plan. Wendy is insured on his plan as a single employee;

E) Hank is insured as a single father with three dependent children on his plan and Wendy is insured as a single mother with three dependent children on her plan;

F) Hank is insured as a single father with two dependent children on his plan and Wendy is insured as a single mother with one dependent child on her plan;

G) Any combination therein, however, Wendy could not be both insured as a single mother and a dependent on Hank's plan. Similarly, Hank could not be insured as a single father and as a dependent on Wendy's plan.

ARTICLE XXIII - TRAVEL EXPENSES & OTHER CONDITIONS

23.1 Any employee required to be away from home overnight in the performance of his/her work shall receive reasonable meal and lodging expense from the Employer. Travel time while driving to and from mandatory training shall be considered time worked for purposes of compensation.

23.2 Expense Accounts: The following guidelines will apply to all Sheriff's Office Personnel.

In Grant County: Personnel assigned to meetings or schools at the discretion of the Sheriff or personnel assigned to emergency duties as determined by the Sheriff will be reimbursed for meals providing:

a. Said meeting or schools are held during employee meal times.

b. Requests shall be submitted on voucher forms in the month they were incurred.

(i) For the purpose of this understanding the month shall consist of the normal thirty (30) day voucher period. Not necessarily the 1st or 10th of the month.

Authorized Out of County: Meal expenses during out of County travel will be reimbursed providing:

a. Request shall be submitted on voucher forms in the month they were incurred.

(i) For the purpose of this understanding the month shall consist of the normal thirty (30) day voucher period. Not necessarily the 1st or 10th of the month.

23.3 Uniform cleaning and repair will be provided by the Employer for all personnel required to wear uniforms.

23.4 Effective January 1, 2012, personnel assigned to detective duty will receive up to six hundred dollars ($600.00) per year clothing allowance. The Employer shall reimburse in the month of January.

23.5 The Employer shall reimburse in the month of May to all personnel required to wear a specific style or color footwear two hundred dollars ($200.00) per year.

23.6 Firearms: In accordance with policy, employees may carry the personal firearm of their choice in lieu of the office issue.

ARTICLE XXIV - DRUG AND ALCOHOL TESTING POLICY

24.1 The Drug and Alcohol Testing Policy and Procedures will be set forth in the "Grant County Policy and Procedure Manual" Policy and will be binding upon the parties to this Agreement.

ARTICLE XXV - SAVINGS CLAUSE

If any provision of this Agreement is legally invalidated by legislative enactment or competent court decree, the parties will meet and negotiate about such provision. However, the remaining provision of the contract will remain in full force and effect. In the event of a conflict between Civil Service rules and regulations and the provisions of this agreement, this labor agreement shall prevail.

ARTICLE XXVI - ENTIRE AGREEMENT

The terms hereof cover the entire Agreement between the parties, and all rights not specifically abridged or limited herein are reserved exclusively to the Employer, regardless of whether or not such rights have previously been exercised by the Employer. There shall be no verbal or written agreement between the Employer and the employees in violation of this Agreement.

ARTICLE XXVII - NEGOTIATION

Negotiation may be requested by either party to this Agreement ninety (90) days before the expiration date.

ARTICLE XXVIII - DURATION

This Agreement shall be effective January 1, 2012, except as otherwise indicated and will remain in full force and effect through December 31, 2014.

DATED this 7th day of October, 2013.

BOARD OF COUNTY COMMISSIONERS

By: _____
Cindy Carter, Chairperson

By: _____
Carolann Swartz, Commissioner

By: _____
Richard Stevens, Commissioner

GRANT COUNTY DEPUTY SHERIFFS' ASSOCIATION

By: _____
Beau Lamens, President

GRANT COUNTY SHERIFF'S OFFICE

By: _____
Tom Jones, Sheriff

ADDENDUM A

Sheriff's Office

Deputy Association Pay Plans

	1/1/2012 2%		1/1/2013 Addition of Steps and 1%		1/1/2014 2.5%
Deputy I		Deputy I		Deputy I	
0-6 months (80%)	$3766				
7-12 months (90%)	$4238	0-12 months (90%)	$4280	0-12 months (90%)	$4387
13+ months (100%)	$4709	Deputy I 100% 13 – 24 months of employment	$4756	Deputy I 100% 13 – 24 months of employment	$4875
Deputy II	$4805	Deputy II 25 – 60 months of employment	$4853	Deputy II 25 – 60 months of employment	$4975
Deputy III	$4995	Deputy III 61 – 120 months of employment	$5045	Deputy III 61 – 120 months of employment	$5171
		Deputy IV 121 – 180 months of employment	$5272 (4.5% above Deputy III)	Deputy IV 121 – 180 months of employment	$5404 (4.5% above Deputy III)
		Deputy V 181+ months of employment	$5322 (5.5% above Deputy III)	Deputy V 181+ months of employment	$5455 (5.5% above Deputy III)
Detective	$5245	Detective (5% above Deputy V) Promotion	$5588	Detective (5% above Deputy V) Promotion	$5728
Corporal	$5245	Corporal (5% above Deputy V) Promotion	$5588	Corporal (5% above Deputy V) Promotion	$5728
Sergeant	$5769	Sergeant (10% above Corporal/Detective) Promotion	$6147	Sergeant (10% above Corporal/Detective) Promotion	$6301

2012

Step I — Shall include deputies with less than the criterion as defined in Step II and Step III.

Step II — Shall include deputies with more than two (2) years but less than five (5) years of law enforcement experience, at least three (3) months of which must have been with the Grant County Sheriff's Office, and no less than on hundred (100) hours of recognized law enforcement classroom training, plus completion of the basic law enforcement academy.

Step III — Shall include deputies with more than five (5) years law enforcement experience, at least three (3) months of which must have been with the Grant County Sheriff's Office, and no less than one hundred eighty (180) hours of recognized law enforcement classroom training, plus completion of the basic law enforcement academy.

The eligibility, placement and progression of employees in the step pay plan shall be determined by the Sheriff's Office in coordination with the Human Resources Director based upon sufficient documented years of service and sufficient documented law enforcement training.

2013 and 2014

Step I – Probation: All deputies must satisfactorily complete the probationary period which shall include successful completion of the basic law enforcement training academy (sponsored by the Criminal Justice Training Commission) plus one (1) year after completion of the academy. This provides management the opportunity to determine suitability and effectiveness of an employee in field capabilities. The total probationary period is twelve (12) months after completion of the basic law enforcement academy. This provision also modifies the provisions of Article III – Definitions, section b which defines probation. The Sheriff shall make all determinations regarding the placement and requirements related to lateral transfer employees. The Sheriff's determinations are final and binding on the parties. These placements and requirements shall not be subject to the grievance procedures. All lateral entry deputies must satisfactorily complete twelve (12) months

probationary period prior to moving to a step based on years of service and training hours.

Step II – Shall include deputies with more than two (2) years who have successfully completed the Step I probationary status but less than five (5) years of law enforcement experience and have no less than one hundred (100) hours of management (Sheriff or his designee) recognized law enforcement training in addition to successful completion of the basic law enforcement academy.

Step III – Shall include deputies with more than five (5) years who have successfully completed probationary status but less than ten (10) years of law enforcement experience and have no less than one hundred eighty (180) hours of management (Sheriff or his designee) recognized law enforcement training in addition to successful completion of the basic law enforcement academy.

Step IV - Shall include deputies with more than ten (10) years who have successfully completed probationary status but less than fifteen (15) years of law enforcement experience and no less than three hundred (300) hours of management (Sheriff or his designee) recognized law enforcement training in addition to successful completion of the basic law enforcement academy.

Step V - Shall include deputies with more than fifteen (15) years of law enforcement experience who have successfully completed probationary status and have no less than five hundred (500) hours of management (Sheriff or his designee) recognized law enforcement training in addition to successful completion of the basic law enforcement academy.

If a deputy were to be promoted to Corporal, the deputy would begin to receive Corporal pay and when they reach additional years of service, they would not revert back on the salary table. Civil Service criteria for promotion to Detective are at least three (3) years, Corporal is the same and Sergeant is at least six (6) years. Promotions are determined by the Sheriff, they are not automatic.

ADDENDUM B

2012 Grant County Sheriff's Deputies Holidays	
New Year's Day	Sunday, January 1st 2012
Martin Luther King Jr. Day	Monday, January 16th, 2012
President's Day	Monday, February 20th2012
Memorial Day	Monday, May 28th, 2012
Independence Day	Wednesday, July 4th, 2012
Labor Day	Monday, September 3rd, 2012
Veteran's Day	Monday, November 12th, 2012
Thanksgiving Day	Thursday, November 22nd, 2012
Friday After Thanksgiving	Friday, November 23rd, 2012
Christmas Eve Day	Monday, December 24th, 2012
Christmas Day	Tuesday, December 25th, 2012
2013 Grant County Sheriff's Deputies Holidays	
New Year's Day	Tuesday, January 1, 2013
Martin Luther King Jr. Day	Monday, January 21, 2013
President's Day	Monday, February 18, 1013
Memorial Day	Monday, May 27, 2013
Independence Day	Thursday, July 4, 2013
Labor Day	Monday, September 2, 2013
Veteran's Day	Monday, November 11, 2013
Thanksgiving Day	Thursday, November 28, 2013
Friday After Thanksgiving	Friday, November 29, 2013
Christmas Eve Day	Tuesday, December 24, 2013
Christmas Day	Wednesday, December 25, 2013
2014 Grant County Sheriff's Deputies Holidays	
New Year's Day	Wednesday, January 1, 2014
Martin Luther King Jr. Day	Monday, January 20, 2014
President's Day	Monday, February 17, 2014
Memorial Day	Monday, May 26, 2014
Independence Day	Wednesday, July 4th, 2014
Labor Day	Monday, September 1, 2014
Veteran's Day	Tuesday, November 11, 2014
Thanksgiving Day	Thursday, November 27, 2014
Friday After Thanksgiving	Friday, November 28, 2014
Christmas Eve Day	Wednesday, December 24, 2014
Christmas Day	Thursday, December 25, 2014

ADDENDUM C

Motor Vehicle Collisions & Accidents:

If the operator of a county vehicle* is involved in a collision or accident, the operator shall render necessary aid to and assist the injured, remove any hazards to life or property, and contact a supervisor immediately. In addition, it shall be the duty of the involved operator to report the collision, and complete any and all forms in compliance with the laws of the State of Washington.

In such case as the operator of a county vehicle damages the vehicle, the damage will be reported immediately to the on-duty supervisor regardless of the dollar value of the damage. The on-duty supervisor shall notify the next-in-command of the damage. In any collision/accident in which there is a reported injury and/or the estimated value to repair a damaged vehicle is at or above the current recognized state standard per RCW 46.52.030 for reporting, a Collision Review Board shall be convened.

The Collision / Accident Review Board shall consist of:

1. A Chief Deputy**who shall serve as Chairman.
2. Two representatives selected by the Chairman, who are members of the sheriff's office and who have operated similar vehicles during the performance of their duty.
3. A representative employee not involved in the collision/accident and the investigation thereof, chosen by the employee.

**The Chief Deputy (see 1. Above) shall not be involved in the investigation of the collision or accident nor be in a direct supervisory position with the involved employee(s).

In the event of a tie vote by the Board, the Chair shall break the tie.

The Chairman shall ensure that all information regarding the collision or accident is presented at the Review Board Meeting.

After all the investigative facts of the collision/accident have been presented at the Review Board Meeting, the Chairman shall ensure all the parties involved have been heard to include the employee(s). The employee(s) and their representatives (Association and/or attorney, if any), employer representatives (attorney, if any), and witnesses shall then be dismissed from the Review Board Meeting and the Chairman shall conduct an overview of the investigative facts of the collision/accident with the members of the Review Board. The Review Board will then determine, upon the facts and findings of the investigation, whether the collision or accident was **Preventable** or **Non-Preventable**.

The Chairman, having received the determinations by the Review Board, shall present to the Undersheriff the investigation and determinations.

The Undersheriff, having received the investigation from the Chairman, shall render a final decision within ten (10) working days. The Undersheriff shall then notify the employee(s) in writing of any disciplinary action as the result of the investigation.

Each collision/accident as well as investigation with findings and discipline shall be addressed on a case by case basis. Disciplinary action will be carried out in accordance with applicable sheriff's office policies and procedures as well as the applicable labor agreement. After receipt of any disciplinary action by the employee(s) from the Undersheriff, a meeting will be scheduled with the employee(s) and their union or association representative, if they so wish, along with their immediate supervisor. The purpose of the meeting will be to:

Address the disciplinary action.
Counsel the employee(s) regarding future problems.
Consider remedial training.
Assess the employee(s) physical and mental fitness for duty.

*A county vehicle is defined as any equipment used by an employee that transports them while in the performance of their duty, whether in or out of uniform, whether on or off-duty.

ADDENDUM D

Grant County

Plans Options with No Plan Changes

2013 Benefit Plan (100-85/15) Contribution Summary

	2013 Plan Year		
Medical/Rx/Vision - Buy-Up Plan	Employer Contribution	Employee Contribution	Med/Rx/Vis Rate
Employee	$476.42	$52.77	$529.19
Employee + Spouse	$887.09	$181.16	$1,068.25
Employee + Child	$652.70	$107.91	$760.61
Employee + Children	$766.43	$143.45	$909.88
Emp + Spouse + Child	$1,063.99	$236.48	$1,300.47
Emp + Spouse + Children	$1,181.77	$273.29	$1,455.06
Medical/Rx/Vision - Core Plan	Employer Contribution	Employee Contribution	Med/Rx/Vis Rate
Employee	$476.42	$0.00	$476.42
Employee + Spouse	$887.09	$72.47	$959.56
Employee + Child	$652.70	$31.11	$683.81
Employee + Children	$766.43	$51.18	$817.61
Emp + Spouse + Child	$1,063.99	$103.69	$1,167.68
Emp + Spouse + Children	$1,181.77	$124.47	$1,306.24
Dental Plan	Employer Contribution	Employee Contribution	Dental Rate
Employee	$42.31	$0.00	$42.31
Employee + Spouse	$75.86	$5.92	$81.78
Employee + Child	$75.86	$5.92	$81.78
Employee + Children	$111.67	$12.24	$123.91
Emp + Spouse + Child	$111.67	$12.24	$123.91
Emp + Spouse + Children	$111.67	$12.24	$123.91