

ORIGINAL

WORKING AGREEMENT

by and between

GRANT COUNTY SHERIFF'S OFFICE

and

**TEAMSTERS, FOOD PROCESSING EMPLOYEES, PUBLIC EMPLOYEES,
WAREHOUSEMEN AND HELPERS, LOCAL UNION NO. 760**

**GRANT COUNTY SHERIFF'S OFFICE
CORRECTIONS**

JANUARY 1, 2012

to

DECEMBER 31, 2012

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APPENDIX "A"

PREAMBLE

The Sheriff's Office of Grant County, Washington, hereinafter known as the Employer, and the Teamsters Union Local No. 760, referred to hereinafter as the Union, 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 Union 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 1 - RECOGNITION

Included are regular full-time and regular part-time Correctional Officers pertaining to the jail of the Grant County Sheriff's Office inclusive of the Lieutenants and Sergeants.

Excluded from this bargaining unit are the Sheriff, Undersheriff, Chief Deputies, Deputy Sheriffs/Uniformed Personnel, Administrative Assistant, Jail Captain, clerical and support personnel, confidential employees, and all other employees of Grant County.

ARTICLE 2 - UNION 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 Union 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 Union.
- 2.2 There shall be no soliciting of employees for Union 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 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 pertaining to initiation and dues deduction.

ARTICLE 3 - DEFINITIONS

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

- 3.1 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.
- 3.2 Probationary Employee/Probationary Period: A full-time employee who has less than twelve (12) months of continuous service, or a part-time employee who has less than one thousand (1000) hours of continuous service, with the Employer. Said employee is subject to discharge/termination without just cause and without recourse.
- 3.3 Part-time Employee: A part-time employee is one who is employed in a budgeted position and is regularly scheduled and works less than forty (40) hours per week but more than twenty (20) hours per week. Part-time employees are paid on a prorated basis at the rate of the applicable classification. Part-time employees are eligible to earn and accrue annual leave and sick leave on a prorated basis. Part-time employees are eligible for prorated holiday pay. Part-time employees regularly scheduled to work at least twenty (20) hours per week are eligible for health insurance benefits on a prorated basis. Effective July 1, 2003, the Employer will pay the premium for health insurance benefits for employee only. Employees who wish to insure their dependents will pay the premiums for dependent insurance. Employees must work a minimum of eighty (80) or more hours per month to maintain their eligibility for health insurance benefits.
- 3.4 Temporary or Seasonal Employees: Any employee other than those defined in Sections 3.1, 3.2 and 3.3. The purpose of such employees is to provide assistance to complete seasonal temporary projects, assist in peak workloads and other temporary/seasonal work needs of the Employer. Temporary or seasonal Employees shall be paid on an hourly basis only and shall not receive any benefits except as they may be applicable under Washington State Department of Retirement Systems rules for retirement contributions.
- a. Anniversary Date: Means the original date of hire for regular full-time employees.

- b. Discharge: Means the termination of employment.
- c. Full-Time Employment: Means regularly scheduled employment on an average of forty (40) hours per week.
- d. Holidays: Means paid non-work days for County employees as specified in the Holiday article.
- e. Overtime: Means work previously authorized by the elected official or Designee and performed in excess of the scheduled work day or in excess of forty (40) hours in a work week.
- f. Position: Is a description of duties and responsibilities assigned to an employee. A position may be filled or vacant as determined by the Board, elected official or Designee. Said position may be full-time or part-time.
- g. Department/Office Head: Means elected official and/or appointed department/office head and/or designee.

ARTICLE 4 - EQUAL EMPLOYMENT OPPORTUNITY

The Employer or the Union 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.

ARTICLE 5 - MANAGEMENT RIGHTS

5.1 The Union 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 establish and institute 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 personnel rules and policies which cover matters not specifically described in this agreement. Further, the

Employer has the right to make oral or written changes and/or modifications to oral or written personnel rules and policies. An employee shall abide by said changes. 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 and any and all methods and processes by which said work is to be performed in a manner most advantageous to the Employer and consistent with the requirements of the public interest.
- c. The right to hire, transfer, layoff, recall, or promote employees as deemed necessary by the Employer and as provided by the Rules and Regulations of the Grant County Civil Service Commission.
- d. The right to discipline any and all employees as provided in the disciplinary article of this Agreement and/or as provided by the Rules and Regulations of the Grant County Civil Service Commission.
- 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.
- 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. The Employer shall be the sole determiner as to the existence of an emergency, and any and all actions necessary to implement service during said emergency. An emergency shall be a sudden or unexpected happening or situation that calls for action without delay.
- 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.

- j. Past Practices: Past practices shall not be binding on the Employer; provided, however, if the Employer chooses to change past practice, the Employer shall provide thirty (30) calendar days notification, except in the event of an emergency (in which case practical notice is advised), to the Union and shall provide the Union with an opportunity to negotiate the Employer's proposed change to past practice. The notification and opportunity to negotiate shall not impede or affect the Employer's right to change past practice. The notification to the Union will contain a proposed date for negotiation of the change with the Union as well as the anticipated date for implementation of the Employer's change to past practice.

ARTICLE 6 - NO STRIKE

- 6.1 Neither the Union 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 Union from obtaining judicial restraint and damages in the event of a violation of this Agreement.

ARTICLE 7 - 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. When more than one (1) employee is hired on the same date, their seniority order shall be determined by the Sheriff or designee.
- 7.2 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.
- 7.3 Qualifications and seniority are factors to be considered in layoffs, recall from layoffs, promotions and demotions, provided such factors as skill and ability, experience, performance and quality of work are considered equal in the opinion

of the Employer. Vacations may be scheduled by seniority subject to the Employer's right to determine the number of employees, if any, who may schedule a vacation during any particular week and subject to the Employer's determination of experience requirements needed for continued service.

- 7.4 Seniority shall terminate upon discharge, resignation, retirement, and twelve (12) consecutive months of layoff.
- 7.5 Regular employees are subject to discharge from employment based on just cause.
- 7.6 A seniority list will be posted and a copy provided to the Union once per year only if requested and only if new employees are added.

ARTICLE 8 - DISCIPLINE

- 8.1 The Sheriff or his designee may discipline an employee for just cause, inclusive of, but not limited to, the following:
 - 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, plea bargaining, deferred prosecution, or any other alternative disposition of a criminal charge which the Office Head or Elected Official believes 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 Office or Department 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;

- n. Violation of Article 25;
- o. Any breach of confidentiality requirements, whether written or verbal, regarding confidential matters as determined by the Sheriff or their 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 their designee.
- q. Failure to timely complete tasks as assigned by the Sheriff;
- r. Any other just causes as determined, from time to time, by the Sheriff based on office procedure changes determined by the Sheriff;
- s. Any other just causes set forth in Civil Service Rules and Regulations;
- t. Any other just causes supported and consistent with case law and/or arbitration cases.

8.2 The Employer may discipline any employee for just cause. 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 have the right to implement the following forms of discipline:

- a. Oral reprimand;
- b. Written reprimand;
- c. Suspension without pay;
- d. Suspension with pay pending investigation;
- e. Discharge or termination.

The discipline imposed shall be correlated to the seriousness of the offense as determined by the Sheriff or their designee. The Employer may impose progressive discipline in order of increasing severity from oral reprimand to discharge but shall not be required to follow progressive discipline where the Employer makes a determination that the circumstances warrant immediate imposition of a more severe form of discipline up to and including discharge or termination even though an employee may not have any other disciplinary actions of record in the employee's personnel file.

8.3 The Employer may discharge or terminate an employee only for just cause. In the event the Sheriff or his designee, under normal circumstances not under conditions reflected in 8.4 below, determines that an employee may be discharged or terminated due to charges and/or alleged misconduct(s) then the Sheriff or their designee will notify the employee and Union representative of the charges and/or alleged misconduct(s) in writing. The Sheriff will hold a pre-disciplinary action meeting to provide the employee and/or Union representative an opportunity to respond to the charges and/or alleged

misconduct(s) within a reasonable period of time. Thereafter, the Sheriff shall make a determination as to whether to proceed with discharge or termination.

- 8.4 When the Sheriff or their 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 Employer may immediately suspend without pay the employee without the Employer holding a pre-disciplinary action meeting of any kind. If the Sheriff or their designee determine that this Section should be implemented then the charges and/or misconduct(s) will be provided to the employee and the Union representative as soon as reasonably possible in writing.
- 8.5 In the event the Sheriff or his designee, under normal circumstances not under conditions reflected in Section 8.4 above, determines that an employee may be suspended without pay due to charges and/or alleged misconduct(s) then the Sheriff or their designee will notify the employee and Union representative of the charges and/or alleged misconduct(s) in writing. The Sheriff will hold a pre-disciplinary action meeting to provide the employee and/or Union representative an opportunity to respond to the charges and/or alleged misconduct(s) within a reasonable period of time. Thereafter, the Sheriff will determine whether or not to proceed with a suspension without pay.
- 8.6 Untimely notice of disciplinary action shall not negate the disciplinary action. If the Employer decides to issue an oral reprimand and/or written reprimand to an employee then said reprimand shall be in written form and forwarded to the employee and to the Union representative. No meeting with the Union is necessary for these types of discipline. The Employer will issue notification of disciplinary action within sixty (60) calendar days of the conclusion of the investigatory process except if the investigation is complicated in which case the Employer may extend the timeline by thirty (30) additional calendar days with written notice to the Union of such extension.
- 8.7 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 Union except if the employee objects to the Employer sending out discipline information.
- 8.8 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. If an employee does not have any other written reprimands within the twenty-four (24) month period then the letter of reprimand will be removed from the employee's personnel file. However, if the employee has another written

reprimand within the twenty-four (24) month period then both written reprimands shall remain in the personnel file for twenty-four (24) months from the date of the last written reprimand.

- 8.9 References and written facts involving suspensions without pay and/or discharges shall remain permanently in an employee's personnel file.
- 8.10 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. If the charges are unfounded, the employee will be restored to duty.
- 8.11 If any County employee is serving a disciplinary suspension without pay, said person shall not be employable with any other County Office or Department or County funded organization.
- 8.12 If any employee who is required to have a driver's license has his/her driver's license suspended for less than thirty (30) days then the employee shall be suspended without pay for that period of time. If the employee has his/her driver's license suspended for thirty (30) days or more then said employee shall be discharged. If an employee's driver's license is revoked then the employee shall be immediately discharged.
- 8.13 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.
- 8.14 Disciplinary action may be reviewed pursuant to Article 9 of this Agreement.
- 8.15 Time lines may be extended by mutual agreement.

ARTICLE 9 - 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 8. The employee has the right to have his/her choice of a Union 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 final unless affirmed in writing by the Sheriff. The employee must sign the verbal reprimand and a copy will be given to the employee and the Union.
- 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 8.
- 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 Union are bound by the procedural requirements of that forum. That selection shall be final and said employee cannot pursue the matter under any other forum.
- 9.5 The Employer shall furnish the employee and the Union with a copy of disciplinary actions after such action is taken.

ARTICLE 10 - 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 Filing of Grievance: Any employee who believes that he/she has a grievance arising out of the specific terms of this Agreement may, through a representative, file a grievance within thirty (30) calendar days of its occurrence. Failure to file the grievance within thirty (30) calendar days of its occurrence results in said grievance being forever waived and lost and no longer grievable at any time. To be a valid grievance, the grievance must set forth the facts, the specific section(s) of the contract which were allegedly violated and the specific remedy requested.
- 10.4 Employer Grievance: The Employer may initiate a grievance at Step 2 of the grievance procedure within thirty (30) calendar days from the date of the

occurrence giving rise to the grievance. If the Employer files a grievance in accordance with this section, the Employer will present, either by mail or in person, in writing, the basis of the grievance against the Union to the Union representative within thirty (30) calendar days of the occurrence. The Employer will discuss issues with the Union representative prior to filing a grievance. Thereafter, the Union representative shall respond in writing to the Employer within thirty (30) calendar days from the receipt of the grievance. If the employer is not satisfied with the response of the Union representative, the matter will be elevated to arbitration in accordance with the procedure contained in this article.

- 10.5 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.
- 10.6 If a representative does not file a grievance within thirty (30) calendar days of its occurrence or when they reasonably should have known, then said representative and employee shall have forever waived and lost all rights and remedies regarding said grievance.
- 10.7 A grievance may be verbally presented by the aggrieved employee to the employee's immediate supervisor. The immediate supervisor shall respond within three (3) calendar days. If the immediate supervisor does not respond within three (3) calendar days or if the matter is not satisfactorily resolved, then the employee, through their representative, may initiate a formal grievance within thirty (30) calendar days as indicated below. The three (3) calendar days are within the thirty (30) calendar day timeline for filing formal grievances. The Union may elect to file a grievance directly at Step 1 of the procedure set forth below.
- 10.8 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, inclusive of a request for a grievance meeting if one is desired, the grievance in written form shall be presented to the Sheriff or designee. Thereafter, a grievance meeting will be held prior to the Sheriff or designee issuing a written response to the aggrieved employee and the Union within thirty (30) calendar days after receipt of the grievance. A copy will be provided to the Union.

Step 3:

- a. Final and Binding Arbitration: If the grievance has not been resolved at Step 2, either party to this Agreement may refer unsettled grievances to final and binding arbitration.
- b. Notice - Time Limitation: The referring party shall notify the other party in writing by certified mail of submission to arbitration within ten (10) calendar days after receipt of the Step 2 response.
- c. Arbitrator - Selection: After timely notice, the parties shall attempt to select an arbitrator by agreement. In the event the parties are unable to reach agreement on the appointment of an impartial arbitrator within seven (7) calendar days from the receipt of the request for arbitration, the parties may jointly request that the Washington State Public Employment Relations Commission appoint an arbitrator. If the parties are unable to jointly agree to such request within three (3) calendar days 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 specific terms of the Agreement and to determine whether there has been a violation of the specific 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; provided, however, if the other party is going to rely on the record and/or transcription, then said party shall be responsible for one-half (½) the transcription cost and their own copying cost.
- (iv) The arbitrator shall have the authority to receive evidence and question witnesses and shall keep a verbatim record of testimony.

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 11 - HOURS OF WORK - OVERTIME

11.1 Shift Employees:

- a. Subject to the Sheriff making changes from time to time, there are several shift options as determined by the Sheriff inclusive of five (5) eight (8) hour shifts, four (4) ten (10) hour shifts, or twelve (12) hour shifts. Five (5) eight (8) hour shifts are based on five (5) consecutive eight (8) hour shifts. Four (4) ten (10) hour shifts are based on four (4) consecutive ten (10) hour shifts. Twelve (12) hour shifts will be based on length of the seven (7) twelve (12) hour shifts in a two (2) week work period with four (4) hours of Kelly time. If the Sheriff elects to change the work shift and/or work period, the Sheriff will provide thirty (30) calendar days notification of the change in work shift 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 (1½) times the applicable hourly rate of pay. 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 shift employees shall be allowed two (2) fifteen (15) minute work breaks and a minimum of one-half (½) hour meal period per shift. Employees shall be subject to call to respond to non-scheduled work duties which arise during such work breaks or meal periods and which require immediate attention. Twelve (12) hour shift employees will be allowed two (2) thirty (30) minute meal periods and two (2) fifteen (15) minute work breaks periods during the twelve (12) hour shift. Work breaks and meal periods will be coordinated with the Supervisor.
- d. Overtime is subject to prior authorization by the Sheriff or his designee and shall be first offered by seniority on a holdover/early in basis for affected shifts incoming and outgoing. If there are not enough employee volunteers, overtime shall be assigned at the discretion of the Sheriff or designee.
- e. If the Sheriff changes the work shift and work period, the parties will meet to determine whether employees will be on a rotational shift schedule. For example, if the Sheriff determines to discontinue twelve (12) hour shifts and move to eight (8) hour or ten (10) hour shifts, then the parties will meet to discuss the rotational schedule. The Sheriff has the right to determine whether some employees will work twelve (12) hour shifts and others eight (8) or ten (10) hour shifts. This determination will be based on the Sheriff's assessment of business necessity.
- f. In the event the Sheriff or the Sheriff's designee determine shift changes as outlined in 11.1 e above are needed, a shift by seniority shall occur.
- g. When a position or assignment is eliminated and then reinstated within twelve (12) months of being eliminated, the employee that was in the position or assignment when it was eliminated shall have first right of refusal to return to said position or assignment only if the employee was not removed from the position or assignment due to disciplinary reasons and the employee has not had any discipline in the previous twelve (12) months. If the employee does not elect to return to the position or assignment, the position or assignment will be filled at the discretion of the Sheriff or 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. Only the actual time worked will be utilized for purposes of calculating qualifications for overtime in accordance with the overtime provisions of this Article. Call-out pay shall not apply for scheduled meetings, trainings, range qualifications, etc.
- 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. Employee's 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 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 unavailability. There are no restrictions on the employee's activities during On-Call time. On-Call time shall not be compensated.
- 11.5 Shift change notices will be posted with as much advance warning as practicable under the circumstances except in the event of an emergency as defined herein.
- 11.6 The term "bona fide emergency" or "emergency" include a life-threatening situation; civil disorder; natural disaster; sudden unexpected happening; unforeseen occurrence or condition; complication or circumstances; sudden or unexpected occasion for action; or pressing necessity.
- 11.7 An employee who is specifically assigned to do work at a higher level than he/she is normally assigned for thirty (30) or more consecutive days in a month shall be compensated at the base rate of the corresponding entry level for the assigned position retroactive to the first hour worked.
- 11.8 If an employee is permanently upgraded in rank or assignment, the higher pay will start on the first hour worked in that regular assignment.
- 11.9 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 (1/2) for working the additional hours. The employee will not be entitled to four (4) overtime hours, *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 will not be entitled to eight (8) hours of pay for the four (4) hours.

ARTICLE 12 - CLASSIFICATIONS – WAGES

- 12.1 Effective January 1, 2012, eligible employees whose steps have been frozen and who are eligible to receive a step in accordance with Addendum A of this agreement shall receive one step in the step progression. This step shall be reflected for each eligible employee on the first payroll in 2012 regardless of individual anniversary dates. New employees eligible for a step shall receive one (1) step either on their six (6) month or one (1) year anniversary date but not both. All calculations will be determined by the Human Resources Director. The employer proposes no COLA increases for 2012. The Employer's calculations shall be final and binding on the parties.

In lieu of no COLA increase Effective for 2012 only, the employer will grant employees who are currently at a Step 7 on the Step Table and not eligible for a Step increase forty (40) hours of discretionary leave to be used in 2012 only. This discretionary leave shall be requested and granted consistent with County Policies on requesting accrued leave. This discretionary leave is to be used in 2012 only and will not carry over into subsequent years. There shall be no payout of any of this discretionary leave. Part time employees eligible for this discretionary leave shall be granted a pro-rated amount of leave in accordance with the number of hours worked. This provision is not subject to the grievance procedure.

- 12.2 Beginning January 1, 2010, there is a five percent (5%) compensation differential between a Top Step Corrections Officer and a Corporal and a ten percent (10%) compensation differential between a Corporal and a Sergeant. Effective January 1, 2007, Lieutenants will be paid at a ten percent (10%) differential between the Sergeants and Lieutenants. The Employer's calculations shall be final and binding on the parties.
- 12.3 Employees become eligible for 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.

- 12.4 Educational 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	Fifty Dollars (\$50.00) per month
BA or BS Degree	Sixty-five Dollars (\$65.00) per month
Masters Degree	Eighty-Five Dollars (\$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. If official transcripts cannot be presented due to some extraordinary circumstance, a sealed letter stating the earned degree signed by an appropriate official from the State Accredited Educational Institution bearing an official seal on official letterhead will be accepted.

- 12.5 Field Training Officer: Effective January 1, 2010, an employee who is a certified field training officer and who is assigned to perform field training officer duties will receive Seventy-five dollars (\$75.00) per month for the period of time the employee is assigned to perform FTO duties.
- 12.6 Bilingual 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. To be eligible for bi-lingual premium pay, employees are required to obtain a Registered Accreditation by passing a Written Examination developed by the Consortium for State Court Interpreter Certification. These costs shall be the responsibility of the employee.

ARTICLE 13 - 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 Union.

ARTICLE 14 - 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 Leave with pay may be earned and taken only by regular and probationary employees.
- 14.4 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.
- 14.5 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.
- 14.6 Employees who are absent during their assigned hours of duty are paid only for the purposes and to the extent provided in the sections that follow.

ARTICLE 15 - 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 Elected official or Designee.
 - b. Subject to the work load or service requirements in the office as determined by the Elected Official or Designee.
 - 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 16 - 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 an 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, after which time if not taken shall lapse month by month; that is an employee at no time can have more than nine hundred sixty (960) hours sick leave due. 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. Because of illness in the immediate family requiring the attendance of the employee family includes only the following persons related by blood, marriage or legal adoption in the degree of grandparents, parents, wife, husband, brother, sister, child or grandchild, or any relative living in the employee's household.
 - 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.

- 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 or Designee 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 Elected Official or Designee.
- 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 one (1) day (eight (8) hours, ten (10) hours, or twelve (12) hours) of sick leave for each day of such absence when 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 reappointed to the same office or is employed by another department or 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 Social Security, 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 one hundred twenty (120) days in case of death.
- 16.10 For employees under the PERS I retirement system the following shall prevail over the provision of 16.8 and 16.9 above.

Under the terms of SHB-843 the following shall prevail: In the event of separation due to retirement, an employee will forfeit all sick leave accumulated during the highest consecutive twenty-four (24) months of compensation preceding such separation. An employee will be paid for accumulated sick leave as outlined above, less that accumulated during the highest consecutive twenty-four (24) months of compensation. That sick leave accumulated during the twenty-four (24) months will be a separate bank and the employee may utilize

that bank hours for sick leave only and will not receive any compensation for unused hours at date of termination of employment. The provisions of this paragraph shall become effective January 1, 1985.

- 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. Additional hours may be granted for travel at the employee's request. Additional hours granted will be deducted from earned sick leave hours. "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 17 - 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 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 office, taking into consideration the seniority of service of the employee.
- 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 five (5) days each anniversary year.
- 17.5 When an employee takes vacation time, 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 comprised of (8) eight hours

for each day are credited to the employees on the anniversary date of such employment as follows:

	<u>DAYS PER MONTH</u>	<u>DAYS PER YEAR</u>
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
7th year	1.4167	17
8th 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 offices or departments 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 thirty (30) days 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 is paid for up to thirty (30) days unliquidated annual leave.
- 17.11 Once each year, each employee may sell back to the Employer up to a maximum of ten (10) days of annual leave. This is conditioned on the requirement that each employee take five (5) days mandatory annual leave each anniversary year. Such sell-back provision shall be submitted at least ten (10) days before the pay period.

ARTICLE 18 - MILITARY TRAINING LEAVE

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

ARTICLE 19 - CIVIL LEAVE

An employee shall continue to receive his 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 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 20 - 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 21 - EDUCATION LEAVE

At the discretion of the Employer, employees may be granted leave of absence for educational purposes to attend conferences, seminars, briefing sessions, or other functions of a similar nature that are intended to improve or upgrade the individual's skill or professional ability. The total cost including books, tuition, transportation, and other authorized expenses shall be provided by the Employer.

ARTICLE 22 - HOLIDAYS

22.1 Employees shall be entitled to the following legal holidays:

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

Employees shall also be entitled to a floating holiday to be scheduled by mutual agreement.

- 22.2 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 (1½) 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.
- 22.3 Floating holidays may be taken at no less than two (2) four (4) hour increments.
- 22.4 Holidays actually worked shall be paid in accordance with the past practices. If an employee works on a holiday, said employee shall submit for the holiday pay within the month in which the holiday falls or no later than the next pay period. If a holiday is worked, then it shall be paid in the calendar year in which such holiday occurred.
- 22.5 Holidays occurring at the beginning, during or at the end of a period of annual leave are not charged as annual leave.

ARTICLE 23 - HEALTH & WELFARE

- 23.1 Effective for 2010, 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.
- 23.2 This benefit is available to regular full-time employees who have worked eighty (80) hours during the preceding month.

23.3 Effective for 2012, 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 include the plan changes that were recommended by the Health Insurance Committee and approved by the County Commissioners beginning in Plan year 2010.

Core Plan (Option 2): Premium Share Contributions effective beginning January 1, 2010:

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, 2010:

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.

23.4 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 Union and allow the Union the opportunity to bargain regarding said changes. Should the Union 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 Union, the Employer shall have the right to modify premium structures, benefit levels and coverage.

- 23.5 The Union 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.
- 23.6 Disputes regarding insurance claims and/or coverage are between the insurance company and the employee and are not grievable by the Union and/or the employee so long as the dispute was not as a result of actions by the Employer.

ARTICLE 24 - TRAVEL EXPENSES & OTHER CONDITIONS

- 24.1 Any employee required to be away from home overnight in the performance of his work shall receive reasonable meal and lodging expense from the Employer. Effective January 1, 2004, travel time while driving to and from mandatory training will be addressed for compensation purposes consistent with the Fair Labor Standards Act and cases.
- 24.2 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. A request for reimbursement including a dated receipt showing the cost of the meal is submitted.
 - b. Said meeting or schools are held during employee meal times.
 - c. 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. A request for reimbursement including a dated receipt showing the cost of the meal is submitted.
- b. 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.

- 24.3 Uniform cleaning and repair will be provided by the Employer for all personnel required to wear uniforms.
- 24.4 The Employer shall reimburse in the month of May to all personnel required to wear a specific style or color footwear one hundred seventy-five dollars (\$175.00) per year.
- 24.5 Ballistic Vests: Wearing ballistic vests is mandatory for all Officers working court security and during the transporting of prisoners. Officers working inside Grant County Corrections facilities shall have the personal option of wearing a ballistic vest but it is not required. Officers that elect to not wear a ballistic vest shall not bear arms and shall sign a waiver indicating their election to not wear a ballistic vest which will notify the Sheriff or the Sheriff's Designee of their decision. Employees' electing not to wear a ballistic vest may be required by the Sheriff or the Sheriff's designee to wear one if circumstances are such that may require the Officer to assist in areas or assignments which would require the wearing of a vest.
- 24.6 Transport of Prisoners: Whenever transporting prisoners outside of Grant County occurs, there shall be a minimum of two (2) officers staffing the transport of prisoners.

ARTICLE 25 - DRUG TESTING POLICY

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 26 - 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.

ARTICLE 27 - 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. This Agreement contains all of the covenants, stipulations and provisions agreed upon and no representative of either party has authority to make, and none of the parties shall be bound by any statement, representation or agreement reached prior to the signing of this Agreement and not set forth herein.

ARTICLE 28 – NEGOTIATION

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

ARTICLE 29 - DURATION

This Agreement shall be effective as of the 1st day of January, 2012, except as otherwise indicated and except for the contract language changes which shall be effective from the date of signature forward. This Agreement will remain in full force and effect until December 31, 2012.

DATED this 16th day of April, 2012

BOARD OF GRANT COUNTY
COMMISSIONERS

By: Richard Stevens
Richard Stevens
Chairperson

By: Cindy Carter
Cindy Carter
Co-Chairperson

By: Carolann Swartz
Carolann Swartz
Commissioner

TEAMSTERS LOCAL UNION 760

By: John Parks 4/5/12
John Parks, Secretary-Treasurer

GRANT COUNTY SHERIFF'S OFFICE

By: Tom Jones
Tom Jones
Grant County Sheriff

Represented by:

By: _____
Anthony F. Menke
Management Attorney

ADDENDUM A
GRANT COUNTY CORRECTIONS
WAGE INCREASE/PAY PLAN
2012

<u>Status</u>	<u>Percent</u>	<u>Jan. 1, 2012</u> <u>Wage</u>
New Hire	85% of base rate	\$3,036
	95% of base rate	\$3,393
Step I	100%	\$3,571
Step II	2% above Step I	\$3,642
Step III	4% above Step II	\$3,789
Corporal	5% above Step III	\$3,978
Sergeant	10% above Corporal	\$4,375
Lieutenant	10% above Sergeant	\$4,813