

ORIGINAL



## WORKING AGREEMENT

By and Between

GRANT COUNTY

And

TEAMSTERS LOCAL UNION NO. 760  
TEAMSTERS, FOOD PROCESSING EMPLOYEES,  
PUBLIC EMPLOYEES, WAREHOUSEMEN AND  
HELPERS  
SHERIFF'S SUPPORT STAFF UNIT

JANUARY 1, 2016

to

DECEMBER 31, 2018

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## 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 I - RECOGNITION

The Employer recognizes the Union as the designated representative of regular, part-time and seasonal clerical and support employees, including, Registered Nurses, Lead Registered Nurse, Records Specialists, Financial Specialists, Head Cook, Assistant Cooks, Facilities & Maintenance Specialist and Animal Control Officer of the Grant County Sheriff's Office. Included in this Unit are the Civil Specialist, Evidence Specialist and the Records Supervisors subject to confidentiality requirements as set forth in this Collective Bargaining Agreement.

Excluded from this Bargaining Unit are the Sheriff, Undersheriff, Chief Deputies, Correction Officers, Administrative Assistant, provisional employees and all other employees of Grant County.

## ARTICLE II- 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 nonreligious 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 III - 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 within the same office and has had no breaks in service. Health insurance eligibility commences on the first day of the month following completion of sixty (60) calendar days of satisfactory performance.
- 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 (1,000) 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. Health insurance eligibility commences on the first day of the month following completion of sixty (60) calendar days of satisfactory performance.

3.4 Temporary or Seasonal Employee: Any employee other than those defined in Sections 3.1 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.

3.5 Definitions:

- a. "ANNIVERSARY DATE" means the original date of hire for regular fulltime employees as adjusted by leave without pay in excess of ninety (90) days or a break in service. Anniversary date is also subject to compliance with Sections 3.1 and 3.2 above.
- b. "CALL OUT" means three (3) hours minimum at the rate of time and one-half (1.5) for those situations in which an employee is instructed to return to work.
- c. "DISCHARGE" means the termination of employment.
- d. "FULL-TIME EMPLOYMENT" means regularly scheduled employment on an average of forty (40) hours per week.
- e. "HOLIDAYS" means paid non-work days for County employees as specified in the Holiday Article.
- f. "OVERTIME" means work previously authorized by the elected official or office head and performed in excess of the scheduled work day or in excess of forty (40) hours in a work week.
- g. "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 office head. Said position may be full-time, part-time, temporary or seasonal.
- h. "DEPARTMENT/OFFICE HEAD" means elected official and/or appointed office head.

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## ARTICLE IV - 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 V - MANAGEMENT RIGHTS

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 be posted and 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 General 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 General 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 VI – 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 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. 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 VIII - 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 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;

- n. Violation of the Drug and Alcohol Policy as contained in the Grant County Policy and Procedure Manual Policy 02-11;
- 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 predisciplinary 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 departmental 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 determines 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 predisciplinary 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 with 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 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.
- 8.14 Disciplinary action may be reviewed pursuant to Article 9 of this Agreement.
- 8.15 Timelines may be extended by mutual agreement.

### 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 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 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 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 should 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 in accordance with the following procedure which in any case, shall be done 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, subject to mutual agreement, the parties may conduct a grievance meeting 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 or the grievance meeting if one is held. 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 mail of submission to arbitration within thirty (30) 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 (1/2) the transcription cost and their own copying cost. The arbitrator shall also have the authority to receive evidence and question witnesses.
  - (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 XI – HOURS OF WORK & OVERTIME

### 11.1 Non-Rotational Shift Employees:

- a. Subject to the Sheriff making changes from time to time, the normal work week for the Financial Specialists, Records Specialists (excluding Corrections Division Records Specialists working at the main Corrections Facility), Civil Specialist, Evidence Specialist, Records Supervisors, Facilities and Maintenance Specialist, Registered Nurse, Lead Registered Nurse, Head Cook, Assistant Cooks and Animal Control Officer who are assigned to the non-rotational work shifts shall consist of five (5) consecutive work days, each work day not to exceed eight (8) hours of work, inclusive of the lunch break. The normal work week for the Corrections Division Records Specialists working at the main Corrections Facility will not exceed four (4) consecutive ten (10) hour days of work, inclusive of the lunch break.
- b. Employees shall be allowed two (2) fifteen (15) minute work breaks and a minimum of one half (1/2) hour lunch break daily. Employees who are assigned to non-rotational work shifts shall take their breaks as scheduled or agreed to by their supervisor during the course of their day and shall be subject to call during said breaks and their lunch period. If the Sheriff elects to change the normal work day and/or work week, the Sheriff will provide thirty (30) calendar days notification of the change in work day and/or work week 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.
- c. Overtime shall be paid at one and one-half (1-1/2) times the regular hourly rate of pay as follows:

Any work performed in excess of the normal shift or in excess of forty (40) hours per week is to be compensated at the overtime rate.

An employee may elect to have compensatory time off instead of overtime pay. The maximum accrual of compensatory time shall be one hundred (100) hours. Employees desiring to convert compensatory time back to

paid overtime may do so only back to the last twenty-eight (28) day work period or as applicable by law.

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. Effective January 1, 2004, the call-out minimum will be increased to a three (3) hour minimum 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.
- 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 Time Worked: Sick leave, military leave, emergency leave, medical leave, maternity leaves and/or leaves of absence shall not constitute time worked for the purposes of calculating overtime.
- 11.6 Shift change notices will be posted with no less than seven (7) days notice except in the event of an emergency as defined herein.
- 11.7 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.

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- 11.8 An employee who is specifically assigned to do work at a higher level than he/she is normally assigned for one (1) or more hours shall be compensated at the base rate of the corresponding step level for the assigned position for time worked.
- 11.9 If an employee is permanently upgraded in rank or assignment, the higher pay will start on the first hour worked in that regular assignment.
- 11.10 If a County vehicle is not available and an employee, who has been previously authorized to use his/her personal vehicle for work related duties, has to use their personal vehicle then the employee will receive mileage payment equal to the applicable County mileage rate.
- 11.11 RN/Lead RN On-Call Pay: The Union and Employer agreed to change the FLSA Status of the RN Positions to Exempt from Non-Exempt and compensate the RN employees for any assigned on-call responsibility. The Union and Employer acknowledge and have discussed the fact that this change does not alter the RN eligibility to be a union member. The Union and Employer agreed to add these agreed upon changes to the 2013 Contract.

Effective January 1, 2013, an RN employee who is assigned on-call responsibility will receive one hundred twenty dollars (\$120.00) per month for the period of time the RN employee is assigned on-call responsibilities.

## ARTICLE XII - CLASSIFICATIONS - WAGES

- 12.1 Addendum A is a description of the salary and pay plan administration process. Addendum B reflects the classifications, band/range, steps and rates of pay as calculated and administered by the Director of Human Resources. Steps will be awarded in accordance with the salary administration procedures in Addendum A and B. New employees hired will receive step increases in accordance with the salary administration procedures in Addendum A and B. This section, Addendum A and Addendum B are not subject to the grievance procedure.
- 12.2 Effective January 1, 2016, the applicable and affected 2015 wage classifications will be increased by a one percent (1.0%) COLA. Positions found by the 2016 compensation work group to need adjustment will receive an additional increase equaling one-third (1/3) of the agreed adjustment. Positions not found to need adjustment will only receive COLA.

Effective January 1, 2017, the applicable and affected 2016 wage classifications will be increased by COLA as calculated and determined by the Director of Human Resources. Positions found by the 2016 compensation work group to need adjustment will receive an additional increase equaling one-third (1/3) of the agreed adjustment. Positions not found to need adjustment will only receive COLA.

Effective January 1, 2018, the applicable and affected 2017 wage classifications will be increased by COLA as calculated and determined by the Director of Human Resources. Positions found by the 2016 compensation work group to need adjustment will receive an additional increase equaling one-third (1/3) of the agreed adjustment. Positions not found to need adjustment will only receive COLA.

Cost-of-Living-Adjustment (COLA) increase will be set as the percentage difference of the West Size Class B/C All Urban Consumers CPI, September to September.

- 12.3 In the event a new position is created; the Employer has the right to develop and establish the new position. The classification and wage rate will initially be established by the Employer through the salary evaluation process, and the Union will be notified of this classification and wage rate. If the Union disagrees with the classification/wage rate, then the parties agree to meet and negotiate only with respect to the classification/wage rate. This section is not subject to the grievance procedure.
- 12.4 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.
- 12.5 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
Master's Degree	Eighty-five Dollars (\$85.00) per month

Eligibility for this incentive shall be subject to successfully completing a degree from a State Accredited Educational Institution which has relevance to the job classification or higher job classifications within the office as determined by the Sheriff or their Designee. Examples are a degree in Business Administration, Public Administration, law enforcement field, criminal justice or an education degree. An employee must present 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.

### 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 Union.

### 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 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.

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## 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 office head.
  - b. Subject to the work load or service requirements in the office as determined by the office head.
  - 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 one (1) working day (eight (8) hours) for each complete month an employee is in pay status.
- 16.2 Accrual: Employees earn a day 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. Terminating employees do not receive leave credits for the month in which they terminate unless they actually work continuously through the fifteenth (15th) of the month. Sick leave is accumulative to a total of one hundred twenty (120) working days,

after which time, if not taken, shall lapse month by month; that is, an employee at no time can have more than one hundred twenty (120) days sick leave due.

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, or medical or dental appointments for the employee and immediate family members defined in Subsection b below.
- b. Because of illness or death 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). In case of death in the immediate family, three (3) days with pay will be granted. Additional days may be granted for travel at the employee's request. Additional days granted will be deducted from earned sick leave days.
- 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 office head 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 office head.

- 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 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 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.

### 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 Annual leave is earned at the rate of one (1) eight (8) hour working day for each completed month of full-time employment service. No employee shall carry more than thirty (30) working days into the next calendar year.

- 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 An employee is charged one (1) day of annual leave for each day of such absence when he/she is scheduled to work, provided that employees working a six (6) day week will not be charged more than five (5) days annual leave for vacation leave of one (1) calendar week.
- 17.6 Annual leave days are earned by employees whose employment is continuous and satisfactory. These days, comprised of eight (8) hours for each day, are credited to the employees on the anniversary date of such employment as follows:

Accrual Rate: (12 month period on Anniversary date)

	<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 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 XVIII - 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 XIX - 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 XX - HOLIDAYS

20.1 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 4 <sup>th</sup>
Labor Day	First Monday in September
Veteran's Day	November 11 <sup>th</sup>
Thanksgiving Day	Fourth Thursday in November
Day after Thanksgiving Day	
Christmas Day	December 25

The eleventh (11th) holiday shall be taken in accordance with the attached Addendum "C"- Grant County Holidays Observed 2016-2018.

See attached Addendum "C" - Grant County Holidays Observed 2016 - 2018. 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.

- 20.2 Whenever any of the holidays listed above shall fall on a Saturday, the preceding Friday shall be observed as the holiday.
- 20.3 Whenever any of the holidays listed above shall fall on a Sunday, the succeeding Monday shall be observed as the holiday.
- 20.4 Regular full-time or part-time employees required to work on a designated holiday shall receive time and one-half (1.5) their regular hourly rate for all hours worked on the holiday in addition to holiday pay.
- 20.5 Regular full-time employees shall receive eight (8) hours holiday pay for each of the holidays listed above on which they perform no work. Regular part-time employees will be paid holiday pay at their appropriate prorated percentage, based on the number of hours regularly scheduled to work for each of the holidays listed above on which they perform no work. Part-time employees or full-time employees working over eight (8) hour shifts (i.e., four (4) ten (10) hour shifts) will be required to use annual leave as necessary for a full "day's" holiday compensation. For clarification purposes, several examples are described below. These examples are merely a guide. They are neither all inclusive, nor dispositive, as the resolution of any given situation will necessarily depend upon the facts specific to any given situation.

- Example 1: Mary works Saturday - Wednesday and the designated holiday is Friday, July 3; Mary does not work Friday, July 3 and receives an extra 8 hours holiday pay for the month of July. Mary does not receive holiday pay for Saturday, July 4. Her pay for the week totals forty-eight (48) hours; forty (40) plus (+) eight (8).
- Example 2: Julie works Tuesday - Saturday and the designated holiday is Friday, July 3; Julie works eight (8) hours on Friday, July 3 and receives one and a half (1.5) pay for hours worked plus (+) eight (8) hours holiday pay. Her pay for the week totals fifty-two (52) hours; thirty-two (32) plus (+) twenty (20).
- Example 3: Jane works Monday - Friday and the designated holiday is Friday, July 3; Jane does not work Friday, July 3 and receives eight (8) hours holiday pay. Her pay for the week totals forty (40) hours; thirty-two (32) plus (+) eight (8).
- Example 4: Jim works Monday - Thursday ten (10) hour shifts; Monday is a holiday; Jim works the holiday and no overtime. For working the holiday, Jim is entitled to twenty-three (23) hours of pay (eight (8) hours holiday pay plus (+) one and one-half (1.5) times ten (10) hours for a total of fifteen (15) hours for working the holiday. His pay for the week totals fifty-three (53) hours; thirty (30) plus (+) twenty-three (23).
- Example 5: Jack works Tuesday - Friday on ten (10) hour shifts; Monday is a holiday. Jack receives eight (8) hours of holiday pay for Monday. Jack's total pay for the week is forty-eight (48) hours.
- Example 6: Mike works Monday - Thursday on ten (10) hour shifts and no overtime. Monday is a holiday. Mike does not work on the holiday and receives eight (8) hours of holiday pay for Monday and used two (2) hours of annual leave. Mike's total pay for the week is equal to forty (40) hours.

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

## ARTICLE XXI - HEALTH & WELFARE

21.1 Medical coverage shall commence on the first day of the month following completion of sixty (60) days of satisfactory performance for regular full-time employees and regular part-time employees.

21.2 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.

- 21.3 Effective for 2016 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 include the plan changes that were recommended by the Health Insurance Committee and approved by the County Commissioners beginning plan year 2017.

Core Plan (Option 2): Premium Share Contributions effective beginning January 1, 2016 and continuing through December 31, 2017:

Employee Only Tier:

Employer Portion

100%

Employee Portion

0%

All Dependent Tiers:

Employer Portion

85%

Employee Portion

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, 2016 and continuing through December 31, 2017:

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.

- 21.4 There will be an opener for negotiation on healthcare in 2017 for benefits effective 01/01/18.

- 21.5 If there is a need to further modify coverages, premium structures, benefit levels and/or contribution levels, as determined by the Employer taking into consideration recommendations of the Insurance Committee and Broker of Record, the Employer will provide as much notice as practicable and allow the Union representative the opportunity to bargain regarding said changes. Should the Union representative and Employer be unable to bargain a satisfactory resolution of any issues raised regarding modification of coverages, premium structures, benefit levels and/or contribution levels within thirty (30) days after the notice to the Union representative, the Employer shall have the right to modify coverages, premium structures, benefit levels and/or contribution levels.
- 21.6 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.
- 21.7 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 action by the Employer.
- 21.8 If the County's review of the healthcare reserves create a situation whereby the County feels repayment is the appropriate solution, the County will comply with all notice and bargaining requirements.

## ARTICLE XXII - TRAVEL EXPENSES & OTHER CONDITIONS

- 22.1 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.
- 22.2 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.

- (1) 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.

- (1) 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.

- 22.3 Uniform replacement and repair will be provided by the Employer for all personnel required to wear specific attire.
- 22.4 The Employer shall reimburse in the month of May to all personnel required to wear a specific style or color footwear one hundred fifty dollars (\$150.00) per year footwear allowance. Animal Control Officers shall receive an amount equal to the Deputy Sheriffs' reimbursement, but at no time less than \$150.00 annually.
- 22.5 It is mutually agreed that the Sheriff and Teamsters Local Union No. 760 shall work together, individually and collectively, to provide the public with efficient and courteous services and promote a climate of labor relations that will aid in achieving a high level of efficiency in the Sheriff's Office. With this in mind, it is mutually agreed that a Labor/Management Committee consisting of not more than two (2) Union members and designated representatives of the Sheriff's Office shall conduct regular Labor/Management meetings on paid time, for the purpose of resolving problems that may arise to promote a cooperative climate of Labor/Management relations. Meetings will be coordinated by both parties and scheduled monthly but may be conducted more or less often by mutual agreement of the parties. Meeting agendas will be prepared and submitted in advance of each meeting by both parties.

### ARTICLE XXIII - 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 provisions of the contract will remain in full force and effect.

ARTICLE XXIV - 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 XXV - NEGOTIATION

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

ARTICLE XXVI - DURATION

This Agreement shall be effective as of the 1st day of January 2016, except as otherwise indicated and will remain in full force and effect until December 31, 2018. Negotiations may be requested by either party to this Agreement ninety (90) days before the expiration date.

DATED this 2<sup>nd</sup> day of May, 2017.

BOARD OF COUNTY COMMISSIONERS

TEAMSTERS LOCAL UNION NO. 760

EXCUSED

Cindy Carter, Chairperson

Leonard J. Crouch

Leonard Crouch, Secretary-Treasurer

4-26-17

Richard Stevens

Richard Stevens, Vice Chairperson

Tom Taylor

Tom Taylor, Commissioner

## ADDENDUM A

### Salary Administration Procedure

A new hire will be placed at the appropriate salary range at step 1 based on the study and subject to prior review by the Human Resources Office and subject to prior approval by the Board of County Commissioners. An employee will progress to step 2 after 6 months of successful service and, subsequently, to step 3 after another 6 months of successful service. Thereafter, incumbents will progress to next higher steps in annual increments until reaching range maximum.

#### Exceptions:

- New hires may be placed at rates above step 1 in rare instances where the person brings exceptional experience, training, specialized knowledge and/or essential credentials. This may be done subject to prior review by the Human Resources Office and subject to prior approval by the Board of County Commissioners.
- Present employees promoted into a job with a higher band allocation may be placed at the new salary range step that would result in a "promotional" salary increase subject to prior review and recommendation of the Human Resources Office and subject to prior approval by the Board of County Commissioners. Promotional salary increase means the step in the new salary range which provides the employee with an increase in pay not necessarily the same step as the prior salary range step.
- In rare instances, severe market pressures on specific jobs may be considered for recruitment of candidates in very high demand subject to prior review of the Human Resources Office and subject to prior approval by the Board of County Commissioners. Normally, a new recruit will not be placed in a salary step higher than any present incumbent in the same job class who is performing at a fully competent level except in circumstances where the person brings exceptional experience, training, specialized knowledge and/or essential credentials to the job. This assessment is subject to prior review by the Human Resources Office and subject to prior approval by the Board of County Commissioners.

#### Progression Increases:

Incumbents whose salary rate is in a step lower than step 7 and whose performance is entirely satisfactory on a continuing basis as determined by the Elected Official(s) or

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Office Heads with review by the Human Resources Office, will progress to next higher step at annual salary adjustment time, until their salaries reach step 7.

First Year of Implementation:

Current persons will be paid at the band and step appropriate for their job and years of service in said job in accordance with the study results and subject to review by the Human Resources Office and subject to prior approval by the Board of County Commissioners. In cases where the person's current wage is higher than the appropriate step, such persons will be placed into the step which will result in a pay increase at implementation. Incumbents paid at step 7 at implementation, will remain at this maximum rate of pay until a salary adjustment is made to the Grant County Salary Structure as determined by the Board of County Commissioners. Incumbents with over one year in their job and not paid at step 7 at implementation will progress to each next step after one (1) year of successful service, as set forth in the Progression Increases section above, until step 7 is reached.

Persons with less than one (1) year service will progress through the Grant County Salary Structure in accordance with the old pay plan under which they were hired. For those employees hired prior to implementation of the new salary structure, the Employer will adhere to the old pay plan, even though this may mean that those incumbents will progress through the new salary structure in less than five (5) years. Progression is subject to review by the Human Resources Office and subject to prior approval by the Board of County Commissioners.

Present persons whose current salary rates are higher than the adopted range maximum for their salary band will not receive a salary decrease. Their salaries will remain at their present rates until the salary range for their assigned band catches up to their present salary rates. Those persons may be considered for promotion to higher level positions when organizational conditions and an employee's qualifications warrant such allocation subject to review by the Human Resources Office and subject to prior approval by the Board of County Commissioners. [Editorial note: Increases in workloads or changes in the way that work is carried out or performed will not necessarily result in sufficient basis for reclassification.]

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ADDENDUM B

**2016 & 2017 Pay Plan**

2018 pay plan will be prepared and disseminated by the HR Director.

**2016 Pay Plan**

<b>Job Title</b>	<b>Band</b>		<b>1</b>	<b>2</b>	<b>3</b>	<b>4</b>	<b>5</b>	<b>6</b>	<b>7</b>
Assistant Cook	01	<i>H</i>	\$17.81	\$18.34	\$18.87	\$19.40	\$19.92	\$20.44	\$20.95
		<i>P</i>	\$1,424.80	\$1,467.20	\$1,509.60	\$1,552.00	\$1,593.60	\$1,635.20	\$1,676.00
		<i>M</i>	\$3,087.07	\$3,178.93	\$3,270.80	\$3,362.67	\$3,452.80	\$3,542.93	\$3,631.33
Records Specialist I (0 to 12 months' experience)	02	<i>H</i>	\$18.48	\$19.03	\$19.58	\$20.13	\$20.67	\$21.21	\$21.74
		<i>P</i>	\$1,478.40	\$1,522.40	\$1,566.40	\$1,610.40	\$1,653.60	\$1,696.80	\$1,739.20
		<i>M</i>	\$3,203.20	\$3,298.53	\$3,393.87	\$3,489.20	\$3,582.80	\$3,676.40	\$3,768.27
Head Cook	03	<i>H</i>	\$20.08	\$20.68	\$21.28	\$21.88	\$22.47	\$23.05	\$23.63
		<i>P</i>	\$1,606.40	\$1,654.40	\$1,702.40	\$1,750.40	\$1,797.60	\$1,844.00	\$1,890.40
		<i>M</i>	\$3,480.53	\$3,584.53	\$3,688.53	\$3,792.53	\$3,894.80	\$3,995.33	\$4,095.87
Records Specialist II (13+ months' experience)	04	<i>H</i>	\$19.00	\$19.57	\$20.14	\$20.70	\$21.26	\$21.81	\$22.36
		<i>P</i>	\$1,520.00	\$1,565.60	\$1,611.20	\$1,656.00	\$1,700.80	\$1,744.80	\$1,788.80
		<i>M</i>	\$3,293.33	\$3,392.13	\$3,490.93	\$3,588.00	\$3,685.07	\$3,780.40	\$3,875.73
Records Specialist III (Specialist assignment: Civil, Evidence, Financial)	05	<i>H</i>	\$20.73	\$21.35	\$21.97	\$22.59	\$23.20	\$23.80	\$24.40
		<i>P</i>	\$1,658.40	\$1,708.00	\$1,757.60	\$1,807.20	\$1,856.00	\$1,904.00	\$1,952.00
		<i>M</i>	\$3,593.20	\$3,700.67	\$3,808.13	\$3,915.60	\$4,021.33	\$4,125.33	\$4,229.33
Facilities & Mtnic Specialist	06	<i>H</i>	\$23.17	\$23.87	\$24.56	\$25.25	\$25.93	\$26.60	\$27.27
		<i>P</i>	\$1,853.60	\$1,909.60	\$1,964.80	\$2,020.00	\$2,074.40	\$2,128.00	\$2,181.60
		<i>M</i>	\$4,016.13	\$4,137.47	\$4,257.07	\$4,376.67	\$4,494.53	\$4,610.67	\$4,726.80
Records Supervisor	07	<i>H</i>	\$22.42	\$23.09	\$23.76	\$24.43	\$25.09	\$25.74	\$26.38
		<i>P</i>	\$1,793.60	\$1,847.20	\$1,900.80	\$1,954.40	\$2,007.20	\$2,059.20	\$2,110.40
		<i>M</i>	\$3,886.13	\$4,002.27	\$4,118.40	\$4,234.53	\$4,348.93	\$4,461.60	\$4,572.53
Animal Control Officer	08	<i>H</i>	\$22.52	\$23.20	\$23.87	\$24.54	\$25.20	\$25.86	\$26.51
		<i>P</i>	\$1,801.60	\$1,856.00	\$1,909.60	\$1,963.20	\$2,016.00	\$2,068.80	\$2,120.80
		<i>M</i>	\$3,903.47	\$4,021.33	\$4,137.47	\$4,253.60	\$4,368.00	\$4,482.40	\$4,595.07
Registered Nurse	09	<i>H</i>	\$33.56	\$34.57	\$35.57	\$36.57	\$37.56	\$38.54	\$39.50
		<i>P</i>	\$2,684.80	\$2,765.60	\$2,845.60	\$2,925.60	\$3,004.80	\$3,083.20	\$3,160.00
		<i>M</i>	\$5,817.07	\$5,992.13	\$6,165.47	\$6,338.80	\$6,510.40	\$6,680.27	\$6,846.67
Lead Registered Nurse	10	<i>H</i>	\$35.23	\$36.29	\$37.34	\$38.39	\$39.43	\$40.46	\$41.47
		<i>P</i>	\$2,818.40	\$2,903.20	\$2,987.20	\$3,071.20	\$3,154.40	\$3,236.80	\$3,317.60
		<i>M</i>	\$6,106.53	\$6,290.27	\$6,472.27	\$6,654.27	\$6,834.53	\$7,013.07	\$7,188.13
<i>H = Hourly</i>			<i>P = Pay Period</i>				<i>M = Monthly</i>		

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2017 Pay Plan

Job Title	Band		1	2	3	4	5	6	7
Assistant Cook	01	H	\$18.01	\$18.55	\$19.09	\$19.62	\$20.15	\$20.67	\$21.19
		P	\$1,440.80	\$1,484.00	\$1,527.20	\$1,569.60	\$1,612.00	\$1,653.60	\$1,695.20
		M	\$3,121.73	\$3,215.33	\$3,308.93	\$3,400.80	\$3,492.67	\$3,582.80	\$3,672.93
Records Specialist I (0 to 12 months' experience)	02	H	\$18.69	\$19.25	\$19.81	\$20.36	\$20.91	\$21.45	\$21.99
		P	\$1,495.20	\$1,540.00	\$1,584.80	\$1,628.80	\$1,672.80	\$1,716.00	\$1,759.20
		M	\$3,239.60	\$3,336.67	\$3,433.73	\$3,529.07	\$3,624.40	\$3,718.00	\$3,811.60
Head Cook	03	H	\$20.30	\$20.91	\$21.52	\$22.12	\$22.72	\$23.31	\$23.89
		P	\$1,624.00	\$1,672.80	\$1,721.60	\$1,769.60	\$1,817.60	\$1,864.80	\$1,911.20
		M	\$3,518.67	\$3,624.40	\$3,730.13	\$3,834.13	\$3,938.13	\$4,040.40	\$4,140.93
Records Specialist II (13+ months' experience)	04	H	\$19.76	\$20.35	\$20.94	\$21.53	\$22.11	\$22.68	\$23.25
		P	\$1,580.80	\$1,628.00	\$1,675.20	\$1,722.40	\$1,768.80	\$1,814.40	\$1,860.00
		M	\$3,425.07	\$3,527.33	\$3,629.60	\$3,731.87	\$3,832.40	\$3,931.20	\$4,030.00
Records Specialist III (Specialist assignment: Civil, Evidence, Financial)	05	H	\$21.64	\$22.29	\$22.94	\$23.58	\$24.22	\$24.85	\$25.47
		P	\$1,731.20	\$1,783.20	\$1,835.20	\$1,886.40	\$1,937.60	\$1,988.00	\$2,037.60
		M	\$3,750.93	\$3,863.60	\$3,976.27	\$4,087.20	\$4,198.13	\$4,307.33	\$4,414.80
Facilities & Mtn Specialist	06	H	\$23.43	\$24.13	\$24.83	\$25.53	\$26.22	\$26.90	\$27.57
		P	\$1,874.40	\$1,930.40	\$1,986.40	\$2,042.40	\$2,097.60	\$2,152.00	\$2,205.60
		M	\$4,061.20	\$4,182.53	\$4,303.87	\$4,425.20	\$4,544.80	\$4,662.67	\$4,778.80
Records Supervisor	07	H	\$23.05	\$23.74	\$24.43	\$25.11	\$25.79	\$26.46	\$27.12
		P	\$1,844.00	\$1,899.20	\$1,954.40	\$2,008.80	\$2,063.20	\$2,116.80	\$2,169.60
		M	\$3,995.33	\$4,114.93	\$4,234.53	\$4,352.40	\$4,470.27	\$4,586.40	\$4,700.80
Animal Control Officer	08	H	\$25.54	\$26.31	\$27.07	\$27.83	\$28.58	\$29.32	\$30.05
		P	\$2,043.20	\$2,104.80	\$2,165.60	\$2,226.40	\$2,286.40	\$2,345.60	\$2,404.00
		M	\$4,426.93	\$4,560.40	\$4,692.13	\$4,823.87	\$4,953.87	\$5,082.13	\$5,208.67
Registered Nurse	09	H	\$33.94	\$34.96	\$35.97	\$36.98	\$37.98	\$38.97	\$39.94
		P	\$2,715.20	\$2,796.80	\$2,877.60	\$2,958.40	\$3,038.40	\$3,117.60	\$3,195.20
		M	\$5,882.93	\$6,059.73	\$6,234.80	\$6,409.87	\$6,583.20	\$6,754.80	\$6,922.93
Lead Registered Nurse	10	H	\$35.62	\$36.69	\$37.75	\$38.81	\$39.86	\$40.90	\$41.92
		P	\$2,849.60	\$2,935.20	\$3,020.00	\$3,104.80	\$3,188.80	\$3,272.00	\$3,353.60
		M	\$6,174.13	\$6,359.60	\$6,543.33	\$6,727.07	\$6,909.07	\$7,089.33	\$7,266.13
<i>H = Hourly</i>		<i>P = Pay Period</i>				<i>M = Monthly</i>			

The bands on the attached Pay Plan are those which apply to employees within the bargaining unit. Employees remain in the same band but may be eligible for a step increase subject to the provisions of Addendum A.

Employees will progress to the next applicable step on the first day of the new pay period following anniversary of the position date (excludes employees at Step 7). Progression is subject to the provisions of Addendum A.

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The steps within the pay plan will continue unless the parties negotiate to discontinue the steps prior to the end of the last year of the CBA.

COLA and steps, as outlined in this agreement, will be paid retroactivity back to 01/01/16. To be eligible for retroactive pay, an employee must be in an active employment status as of the date of signing. Any employee who has left employment for whatever reason before signature by the last signing party shall not be eligible for any pay and step increases. The Human Resources Director shall make the final determination with regard to pay and step increases eligibility. The County agrees to process COLA and steps retroactively for Carol A. Svelnys from 01/01/16 through the date of her separation. This is a one-time, non-precedence setting agreement and does not apply to any other employee who quit, retired, resigned, or was terminated prior to the signature of this agreement.

For the purposes of transition, all current Records Specialists will move to the designation of Records Specialist II, at the appropriate compensation, at the signing of this agreement.

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## ADDENDUM C

### 2016 Holiday Schedule

New Year's Day	Friday, January 1
Martin Luther King Jr. Day	Monday, January 18
President's Day	Monday, February 15
Memorial Day	Monday, May 30
Independence Day	Monday, July 4
Labor Day	Monday, September 5
Veteran's Day	Friday, November 11
Thanksgiving Day	Thursday, November 24
Friday After Thanksgiving	Friday, November 25
Christmas Eve Day	Friday, December 23
Christmas Day	Monday, December 26

### 2017 Holiday Schedule

New Year's Day	Monday, January 2
Martin Luther King Jr. Day	Monday, January 16
President's Day	Monday, February 20
Memorial Day	Monday, May 29
Independence Day	Tuesday, July 4
Labor Day	Monday, September 4
Veteran's Day	Friday, November 10
Thanksgiving Day	Thursday, November 23
Friday After Thanksgiving	Friday, November 24
Christmas Eve Day	Friday, December 22
Christmas Day	Monday, December 25

### 2018 Holiday Schedule

New Year's Day	Monday, January 1
Martin Luther King Jr. Day	Monday, January 15
President's Day	Monday, February 19
Memorial Day	Monday, May 28
Independence Day	Wednesday, July 4
Labor Day	Monday, September 3
Veteran's Day	Monday, November 12
Thanksgiving Day	Thursday, November 22
Friday After Thanksgiving	Friday, November 23
Christmas Eve Day	Monday, December 24
Christmas Day	Tuesday, December 25

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## ADDENDUM D

If an unforeseen financial situation should arise during the length of the agreement that leads the County to seriously consider layoffs and/or interruption of negotiated financial elements, both parties agree to meet, identify specific shortfalls, and negotiate in a sincere effort to agreeably resolve the matter. These discussions will not restrict or delay the County's right to proceed with layoffs, adhering to any process reflected in this agreement. The County has no intent to arbitrarily adjust budgets but if tax revenues fall below projections or projected expenditures increase the County will have to take action and discuss with Local 760 options to address these issues if they materialize.

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