
WORKING AGREEMENT

Between

GRANT COUNTY SHERIFF'S OFFICE

And

GRANT COUNTY DEPUTY SHERIFFS' ASSOCIATION

January 1, 2018, through December 31, 2020



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PREAMBLE

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

PRODUCTIVITY

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

ARTICLE I – RECOGNITION

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

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

ARTICLE II – ASSOCIATION MEMBERSHIP

- 2.1 No member of the bargaining unit will be required to join the Association. If an employee voluntarily agrees to join the Association and pay monthly dues then dues deduction shall occur beginning the first day of the pay period following the date the employee has submitted a dues deduction authorization form to the Human Resources Department.
- 2.2 There shall be no soliciting of employees for Association membership during working hours. Any employee who does so shall be subject to disciplinary action including dismissal.
- 2.3 The Employer agrees to deduct dues once each month from the pay of those employees who voluntarily request in writing that such deductions be made. The amounts to be deducted shall be sent to the appropriate Association person as designed in writing by the Association.
- 2.4 Representation: The Association agrees it is required to represent all employees regardless of whether or not they have agreed to join the Union and pay dues.

- 2.5 The Association shall indemnify the Employer and hold the Employer harmless from any and all claims, demands, lawsuits, administrative proceedings, ULPs, and grievances against the Employer arising out of the administration and the provisions of this Article, including the amounts of dues and fees deducted and withheld from earnings as well as attorneys' fees, costs, expenses associated with any claims, demands, lawsuits, administrative proceedings, ULPs, and grievances.
- 2.6 An employee may voluntarily revoke, at any time, the authorization for dues deduction by providing written notice to the Employer and the Association.

ARTICLE III – DEFINITIONS

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

- a. Regular Employee: An employee who has successfully completed a probationary period of twelve (12) months of continuous employment with the Employer with the same office and has had no breaks in service.
- b. Probationary Employee Probationary Period: A probationary period of twelve (12) continuous months shall be required of all new employees. During the probationary period, employees may be discharged without cause at the discretion of the Employer without notice. Subject to the Addendum A new pay plan beginning January 1, 2013, the probationary period for entry level employees is one (1) year after academy completion. The probationary period for lateral entry employees is twelve (12) continuous months.
- c. Anniversary Date: Means the original date of hire for regular full-time employees.
- d. Discharge: Means the termination of employment.
- e. Full-Time Employment: Means regularly scheduled employment on an average of forty (4) hours per week.
- f. Holidays: Means paid non-work days for County employees as specified in the Holiday article.
- g. Overtime: Means work previously authorized by the Sheriff or his designee and performed in excess of the scheduled workday or workweek subject to the provisions of the Hours of Work article.
- h. Position: Is a description of duties and responsibilities.
- i. Department Head: Means elected official and/or appointed department head.

ARTICLE IV – EQUAL EMPLOYMENT OPPORTUNITY

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

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

ARTICLE V – MANAGEMENT RIGHTS

- 5.1 The Association recognizes the prerogative of the Employer to operate and manage its affairs in all respects in accordance with its responsibilities, lawful powers and legal authority. All matters not expressly covered by the language of this Agreement or by state law, shall be administered for the duration of this Agreement by the Employer as the Employer from time-to-time may determine. Management's affairs and prerogatives which the parties have agreed do not constitute negotiable matters relating to wages, hours and working conditions are inclusive of but not limited to the following:
- a. The right to enforce any and all work rules and procedures, whether written or oral, upon reasonable notice to bargaining unit members. The Employer has the right to develop and adopt as well as administer written or oral operational rules and policies, as well as those pertaining to the evaluation of employees, which cover matters not specifically described in this agreement and which do not rise to the level of significant changes which are mandatory subjects of bargaining. An employee shall abide by such rules and policies. Personnel rules and policies which are oral in nature will be based on past practices and oral communications between the Employer and the employees. Written personnel rules and policies will either be posted or provided to affected employees.
 - b. The right to schedule any and all work and overtime work consistent with the provisions of Article XI.
 - c. The right to hire, transfer, layoff or recall, or promote employees as provided in the labor agreement and by the Civil Service Commission rules and regulations.

- d. The right to discipline any and all employees as provided in the disciplinary article of this Agreement.
 - e. The right to make any and all determinations as to the size and composition of the work force and to assign employees to work locations and shifts in accordance with the provisions of this contract.
 - f. The parties understand and agree that incidental duties reasonably connected with bargaining unit work not necessarily enumerated in job descriptions shall nevertheless be performed by employees when requested to do so by the Employer.
 - g. The Employer shall have the right to take whatever actions the Employer deems necessary to carry out County services in an emergency. An emergency is defined as a sudden or unexpected happening or resulting situation that calls for action without delay, or other circumstance inclusive of but not limited to a life threatening situation, civil disorder, natural disaster, etc.
 - h. The Employer has the right to introduce any and all new, improved and automatic methods or equipment to improve efficiency and to reduce costs.
 - i. The right to close or liquidate an office, branch, operation or facility or combination of facilities, or to relocate, reorganize or combine the work of divisions, offices, branches, operations or facilities. The Employer will provide reasonable notice of its decision and agrees to bargain about the effects if such effects are mandatory subjects of bargaining.
- 5.2 Past Practices: Past practices relate to matters not addressed by the provisions of this Agreement. Both parties are bound by past practices. If the Employer wishes to make a significant change to past practice, the Employer will provide reasonable notice of the proposed change and an opportunity to negotiate if the change is a mandatory subject of bargaining. If the parties cannot reach agreement, then either party may elect to proceed with the impasse resolution provisions set forth in Chapter 41.56 RCW.

ARTICLE VI – NO STRIKE

- 6.1 Neither the Association nor its agents, or any employee(s) shall aid, cause, condone, authorize or participate in any strike or work stoppage, slow down, or any other interference with the work and/or statutory functions and/or obligations of the Employer.
- 6.2 Employees who engage in any of the above-referenced activities shall not be entitled to any pay or fringe benefits during the period he/she is engaged in such activity. The Employer may discharge or discipline any employee who violates this Article.
- 6.3 Nothing contained herein shall preclude the Employer or the Association from obtaining judicial restraint and damages in the event of a violation of this Agreement.

ARTICLE VII – SENIORITY

- 7.1 Seniority shall mean an employee’s continuous length of service from the most recent date of hire. Seniority shall not apply until the employee has completed the required probationary period. Upon satisfactory completion of the probationary period, the employee shall be credited with seniority from the most recent date of hire.
- 7.2 Beginning January 1, 2013, in accordance with Addendum A, the probationary period of twelve (12) continuous months shall be required of all new lateral entry employees. The probationary period of one (1) year after academy completion shall be required of all new entry level employees. During the probationary period, employees may be discharged without cause at the discretion of the Employer without notice.
- 7.3 Layoffs and recalls will be carried out by seniority. Promotions and demotions will be carried out in accordance with, applicable Civil Service rules and regulations, and when applicable, the determinations as to superiority of skills, abilities, experience, performance and quality of work. If the Sheriff determines that operational demotions are in order, those demotions shall be carried out consistent with Civil Service Rules and regulations. Seniority will be applicable with regard to the scheduling of vacations subject to the Sheriff’s right to determine the number of employees, if any, who may schedule a vacation during a particular week and subject to the Sheriff’s determination of experience requirements needed for services to the public.
- 7.4 Seniority shall terminate upon discharge, resignation, retirement, and twelve (12) consecutive months of layoff.
- 7.5 A seniority list will be posted and a copy provided to the Association once per year and upon request.

ARTICLE VIII – DISCIPLINE

- 8.1 Discipline shall be for just cause. The Sheriff or his designee may discipline an employee if there is just cause for the discipline and one of the following has occurred:
- a. Neglect of duty;
 - b. Inefficiency;
 - c. Insubordination;
 - d. Incompetence;
 - e. Disrespectful or impolite references, comments or declarations about or to fellow employees or Management;

- f. Conviction of a crime which would have an adverse effect regarding an employee's work, relationships with current employees/employer or brings into question continued suitability in the office;
- g. Inappropriate/improper use of public office/authority or misrepresentation of official authority or omission of responsibilities based on official authority and responsibilities;
- h. Misconduct and/or negligent performance of duties;
- i. Violation of written or verbal County or Office directives, work rules, regulations, policies and procedures;
- j. Conflict of interest between off-duty activities and official duties;
- k. Tardiness and/or absenteeism;
- l. Harassment of any kind (actions that create an intimidating, abusive and/or hostile work environment);
- m. Reporting to work with the presence of alcohol and/or illegal/controlled substances in the employee's blood, breath and/or urine, consuming alcohol and/or illegal/controlled substances at work, selling and/or distributing alcohol and/or illegal/controlled substances at work in accordance with the Drug and Alcohol Policy;
- n. Violation of the Drug and Alcohol Policy;
- o. Any breach of confidentiality requirements, whether written or verbal, regarding confidential matters as determined by the Sheriff or his designee;
- p. Failure to properly record, schedule, notify, communicate, process and/or file any and all matters, whether written or verbal, consistent with standard verbal, written or practiced procedures as determined by the Sheriff or his designee;
- q. Failure to timely complete tasks as assigned by the Sheriff;
- r. Mental or physical unfitness;
- s. False or fraudulent statements;
- t. Fraudulent conduct by an applicant;
- u. Any other just causes supported and consistent with case law and/or arbitration cases.

8.2 If the Employer has a reason to discipline an employee, it shall take reasonable measures to carry out the discipline in a manner which will least embarrass the employee if possible.

The Employer shall utilize the principles of progressive discipline, provided however, the Employer shall have the right to implement the following forms of discipline depending on the seriousness of the misconduct.

- a. Oral reprimand
- b. Written reprimand
- c. Suspension without pay
- d. Disciplinary demotion
- e. Termination

- 8.3 The Employer may discipline or terminate an employee only for just cause. In the event the Sheriff or his designee determines that an employee may be suspended without pay, demoted or terminated due to charges and/or alleged misconduct(s), then the Sheriff or his designee will notify the employee and Association representative of the charges and/or alleged misconduct(s) in writing. The Sheriff or his designee will hold a pre-disciplinary action meeting to provide the employee and/or Association representative an opportunity to respond to the charges and/or alleged misconduct(s) within a reasonable period of time. Thereafter, the Sheriff or his designee shall make a determination as to whether to proceed with suspension without pay, demotion or termination.
- 8.4 When the Sheriff or his designee determines that circumstances are such that retention of the employee will likely result in disruption of office work, damage to or loss of County property or be injurious to fellow employees, then the Sheriff or his designee may immediately suspend with pay the employee pending the outcome of an investigation. If the Sheriff or his designee determines that this Section should be implemented, then the charges and/or misconduct(s) will be provided to the employee and the Association representative as soon as reasonably possible in writing.
- 8.5 Disciplinary investigations shall be processed in a timely manner based on the complexity and circumstances of the individual case.
- 8.6 Employees shall sign “written reprimands” as evidence only of having seen the written reprimand when employees are shown those reprimands which are to be placed in the employee’s personnel file. A copy of the written reprimand shall be provided to the employee at the time the employee signs it. Copies of written reprimands and more severe discipline will be mailed to the Association.
- 8.7 Evidence of oral reprimand and written reprimands shall remain in the employee’s personnel file for a period of no more than twenty-four (24) months from the date of the offense. After removal from the personnel file, the evidence shall not be used as a basis for progressive discipline and shall not be introduced or otherwise used as evidence by the Employer in a grievance arbitration hearing. Evidence of the reprimand may be maintained in a separate file and used by the County for purposes of defending itself in a civil proceeding unrelated to the discipline.

- 8.8 References, written facts and all documentation involving verbal and/or written reprimands as provided above, suspensions without pay, demotions and/or discharges shall remain permanently in an employee's personnel file.
- 8.9 At the discretion of the Employer, an employee may be suspended with pay and benefits pending investigation of allegations of misconduct, when the nature of the allegation compromises the ability of the employee to perform his/her duties. If the charges are substantiated, disciplinary action may be taken in accordance with the nature of the offense and just cause. If the charges are unfounded, the employee will be restored to duty and all evidence of the suspension will be removed from the personnel file.
- 8.10 If any County employee is serving a disciplinary suspension without pay, said person shall not be employable with any other County Department/Office or County funded organization.
- 8.11 If any employee who is required to have a driver's license has his/her driver's license suspended for less than three (3) months, then the employee shall be suspended without pay for that period of time. If the employee has his/her driver's license suspended for three (3) months or more, then said employee shall be discharged. If the employee is discharged, they shall be placed on a recall list for a period of up to nine (9) months. If they are rehired, they shall sign a last chance agreement providing that any license suspension or revocation shall result in immediate discharge. If an employee's driver's license is revoked, then the employee shall be immediate discharged.
- 8.12 The provisions of this Article shall not apply to newly hired or promoted employees serving a probationary period. A classified employee having civil service status may take a promotion to a higher civil service position and maintain the right to return to said employee's former position or a like position if the Sheriff determines the employee is unable to meet the requirements of the classification. The Sheriff's determination shall be final and binding on all practices.
- 8.13 Disciplinary action may be reviewed pursuant to this Agreement.
- 8.14 Time lines may be extended by mutual agreement.
- 8.15 Disciplinary demotion shall be based on just cause. Operational demotion does not require just cause. Disciplinary transfer shall be based on just cause. Operational transfer does not require just cause.

ARTICLE IX – DISCIPLINARY PROCEDURES

- 9.1 Any employee who is under investigation for disciplinary action which may result in a suspension without pay, demotion or discharge, shall, before being required to respond or answer questions pertaining thereto, be informed of the existence and nature of the allegations, the facts supporting them subject to the provisions of Article VIII. The employee will be advised that he/she has the right to have his/her choice of an Association representative present during disciplinary meetings or questioning.

- 9.2 Any disciplinary action by a supervisor other than the Sheriff or his designee, except for verbal reprimands, shall not be official unless affirmed in writing by the Sheriff or his designee. The employee must sign the verbal reprimand and a copy will be given to the employee and the Association.
- 9.3 Unless circumstances exist which warrant immediate suspension or discharge as determined by the Sheriff, the employee shall, before the disciplinary action is finalized, have the opportunity to discuss the matter with the Sheriff or his designee in accordance with Article VIII.
- 9.4 An employee shall have the right to have a disciplinary action against him/her reviewed for cause and severity of discipline either by the Grant County Civil Service Commission or through the grievance procedure. Once the employee elects the forum for review, he/she and the Association are bound by the procedural requirements of that forum and that selection shall constitute an election of that forum.
- 9.5 The Employer shall furnish the employee and the Association with a copy of disciplinary actions after such action is taken.
- 9.6 Use of Force: If a major incident involves the use of force resulting in death or severe bodily harm, the Employer shall only request from the deputy involved in the incident that information which is necessary to secure the scene and to follow-up and apprehend any perpetrators of the crime. The Employer will not question the deputy or require a statement from the deputy as to any information regarding the incident except as indicated above for a period of forty-eight (48) hours. The Sheriff or designee and the Association President will work towards developing a draft comprehensive Use of Force and Officer Involved Shooting policies. Such draft policy will be reviewed by the respective parties' attorneys and questions/issues addressed before such policy is adopted and implemented.

ARTICLE X – GRIEVANCE PROCEDURE

- 10.1 The parties hereto recognize the need for fairness and justice in the adjudication of employee grievances and enter into this Agreement in a cooperative spirit to adjust such actions promptly and fairly. If, however, a grievance cannot be resolved through normal means, the grievance will be settled as hereinafter provided.
- 10.2 A grievance is defined as a dispute involving the interpretation, application or alleged violation of a specific provision of this Agreement.
- 10.3 A grievance may be initiated by either an employee or the Association.

10.4 The parties agree that the time limitations provided are essential to the prompt and orderly resolution of any grievance and that each will abide by the time limitations unless waived or extended by mutual written agreement of the parties. If the grievance is not filed in accordance with the timelines contained herein, it shall be forever waived and rights and remedies lost.

10.5 The grievance procedure shall be as follows:

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

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

Step 3:

- (a) Final and Binding Arbitration: If the grievance has not been resolved at Step 2, either party to this Agreement may refer unsettled grievances to final and binding arbitration.
- (b) Notice – Time Limitation: The referring party shall notify the other party in writing of submission to arbitration within thirty (30) calendar days after receipt of the Sep 2 response. If there is no response by the Employer, the Association may submit the matter to arbitration at any time.
- (c) Arbitrator – Selection: After timely notice, the parties shall attempt to select an arbitrator by agreement. In the event the parties are unable to reach agreement on the appointment of an impartial arbitrator, then either party may request that the Washington State Public Employment Relations Commission provide a list of eleven (11) qualified and approved non-staff or private arbitrators from which list an arbitrator shall be selected by alternatively striking one (1) name from the list until one (1) name shall remain.
- (d) Decision – Time Limit: The arbitrator shall meet and hear the matter at the earliest possible date after his or her selection. After completion of the hearing, a decision shall be entered within thirty (30) calendar days, unless an extension of time is agreed upon by the parties.
- (e) Limitation – Scope – Power of Arbitrator:

- i. The arbitrator shall not have the authority to add to, subtract from, alter, change or modify the terms of this Agreement.
- ii. The arbitrator shall have the power to interpret and apply the terms of the Agreement and to determine whether there has been a violation of the terms of the Agreement.
- iii. The arbitrator shall consider and decide only the question or issue raised in the initial written grievance. In conducting an arbitration, the arbitrator shall maintain a verbatim record of the testimony either by tape recording or court reporter. If a party requests a court reporter and/or transcription of the official record, said requesting party shall be responsible for paying for the cost of the transcription and for providing a copy to the other party. If the parties mutually agree to use a court reporter, the transcription costs shall be shared. The arbitrator shall also have the authority to receive evidence and question witnesses.

(f) Arbitration Award – Damages – Expenses:

- i. The arbitrator shall not have the authority to award punitive damages.
- ii. Each party hereto shall pay the fees and expenses of their own attorneys, representatives, witnesses and other costs associated with the presentation of their case. The cost and expense of the arbitrator shall be borne equally by the parties.

ARTICLE XI – HOURS OF WORK – OVERTIME

11.1 Shift Employees:

- a. Subject to the Sheriff making changes from time to time, the normal work week for Special Ops positions (*e.g.*, ORV, Marine, School Resource and Detectives, except Crime Prevention) will not exceed five (5) consecutive eight (8) hour days or four (4) consecutive ten (10) hour days on any assigned tour of duty. The normal work period for twelve (12) hour shift employees will be seven (7) twelve-hour shifts in a two (2) week work period with four (4) hours of Kelly time. If the Sheriff elects to change the normal work day and/or work period, the Sheriff will provide thirty (30) calendar days' notification of the change in work day and/or work period except in the event of an emergency. In the event of an emergency, as much notice as practicable under the circumstances will be provided.
- b. Any time worked in excess of the normal shift or in excess of the normal work period will be paid for at one and one-half (1-1/2) times the regular hourly rate of pay. This excess includes time worked continuously in excess of the normal scheduled shift that

continues into the next scheduled shift. Pursuant to past practices, the employee may choose either payment or compensatory time off up to a maximum accumulation of one hundred (100) hours of compensatory time.

- c. Eight (8) and ten (10) hour employees shall be allowed two (2) fifteen (15) minute work breaks and a minimum of one-half (1/2) hour lunch break daily. Employees assigned to eight (8) hour rotational shifts shall receive such breaks during their eight (8) hour shift but shall be subject to call to respond to non-scheduled work duties which arise during such breaks or lunch periods and which require immediate attention. Twelve (12) hour employees will be allowed two (2) thirty (30) minute meal periods and two (2) fifteen (15) minute break periods during the twelve (12) hour shift.
 - d. Overtime is subject to prior authorization by the Sheriff or his designee.
- 11.2 Call Out: If an off duty employee is called out at the discretion of the Sheriff or his designee to perform job related duties, said employee shall receive a minimum of three (3) hours' pay at the applicable rate except is such call out is within fifteen (15) minutes of said employee's regularly assigned shift. If an off duty employee is called out at the discretion of the Sheriff or his designee to perform job-related duties for more than three (3) hours, then said employee will be entitled to pay at the time and one-half rate for all hours worked. Only the actual time worked during a call-out will be utilized for purposes of calculating qualifications for overtime in accordance with the overtime provisions of this Article.
- 11.3 Standby Time: Standby Time is that period of time that an employee of this office is required to standby at a given location for a specific time period ready to respond to duty in a sober and ready condition. Employees' activities will be severely restricted. Standby Time shall be paid for at fifty percent (50%) of the regular rate. Only the actual time worked will be utilized for purposes of calculating qualifications for overtime in accordance with the overtime provisions of this Article.
- 11.4 On-Call: On-Call is that time when an employee of this Office is requested to keep this office informed of his/her whereabouts during a specific time period, including a method to reach that individual (telephone, etc.) When an employee is not available, such as out of the area, no phone, etc., the employee will be required to notify the office of his/her unavailability. There are no restrictions on the employee's activities or availability during On-Call time. On-Call time shall not be compensated.
- 11.5 Shift change notices will be posted with no less than seven (7) days' notice except in the event of an emergency as defined in this Agreement.
- 11.6 An employee who is specifically assigned to do work at a higher level than he/she is normally assigned for a full shift or more in a week shall be compensated at the base rate of the corresponding entry level for the assigned position retroactive to the first hour worked.
- 11.7 If an employee is permanently upgraded in rank or assignment, the higher pay will start on the first hour worked in that regular assignment.

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

ARTICLE XII – CLASSIFICATIONS – WAGES

- 12.1 Effective January 1, 2018, the December 31, 2017 pay plan will be increased by three percent (3.0%).

Effective January 1, 2019, a pay step equalization plan will be implemented as determined by the Director of Human Resources. The pay increases and equalization changes are reflected in Addendum A of this CBA. The purpose of the equalization is to equalize pay steps beginning January 1, 2019 as determined by the Director of Human Resources. The pay step equalization plan will be increased by three percent (3.0%) effective January 1, 2019.

Effective January 1, 2020, a three (3.0%) increase will be applied to the 2019 pay plan.

The 2018 and 2019 increases shall only be paid to those employees employed on the date of signing of this CBA by the last signing party. Employees who quit, terminate or resign employment in the interim are not eligible for any retroactivity.

The applicable Pay Plans for 2018, 2019, and 2020 are set forth in Addendum "A," which is attached hereto and incorporated herein by reference. The eligibility placement and progression of employees in the step pay plan shall be determined by the Human Resources Director in consultation with the Sheriff. The determinations as to calculations shall be determined by the Human Resources Director.

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

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

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

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

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

Years	Longevity Rate
Years 1-4	0
Year 5	\$58.60
Year 10	\$117.20
Year 15	\$175.80
Year 20	\$234.40
Year 25	\$293.00

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

- 12.4 **Education Incentive:** Effective beginning in the payroll period following signature of this CBA by the last signing party, employees having a degree from a State accredited educational institution will receive an incentive subject to the following provisions:

AA Degree	1.5% per month
BA or BS Degree	3.0% 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. All calculations shall be determined by the Human Resources Director.

- 12.5 Premium Pay for FTO: Effective beginning in the payroll period following the signing of the CBA by the last signing party, an employee who is a certified field training officer and who is assigned to perform field training officer duties will receive two percent (2.0%) per month in which he or she is assigned to such position by the Sheriff by official notification. Such payment will be only for the specific period of time the employee is assigned to perform FTO duties. All calculations shall be determined by the Human Resources Director.
- 12.6 Bi-Lingual Premium Pay: Effective beginning after ratification by both parties and in the payroll period after completion of the Spanish only bi-lingual criteria and standards, bi-lingual employees will receive seventy-five dollars (\$75.00) per month. The criteria and standards will be developed by a labor-management committee of two (2) management (Human Resources Director and one other) and two (2) Association representatives for recommendatory purposes only subject to review by each party's labor attorney. The assignment of duties will be by verbal and/or written direction from management
- 12.7 Canine Specialty: Effective beginning in the payroll period following the signing of the CBA by the last signing party, an active employee who is assigned to perform canine specialty duties by the Sheriff shall receive two percent (2.0%) per month only for the specific period of time the employee is assigned by the Sheriff to perform canine specialty duties. All calculations shall be determined by the Human Resources Director.
- 12.8 SWAT Specialty: Effective beginning in the payroll period following the signing of the CBA by the last signing party, an active employee who is assigned to perform SWAT specialty duties by the Sheriff will receive two percent (2.0%) per month only for the specific period of time the employee is assigned by the Sheriff to perform SWAT specialty duties. All calculations shall be determined by the Human Resources Director.
- 12.9 All Specialty/Premium/Incentive Pays Subject to: Eligibility for all specialty/premium/incentive pays (Sections 12.4, 12.5, 12.6, 12.7, and 12.8) is subject to necessary qualification, training, certification and periodic assignment as determined by the Sheriff or his designee. In no event shall any employee be eligible for more than two (2) specialty/premium/incentive pays; *e.g.*, employee has FTO, Bi-Lingual and SWAT training, certifications and assignment, employee only receives specialty/premium for two (2).
- 12.10 In regard to compensation changes (cola, step, premium pay, etc), the county's practice has been to make the change effective the first day of the pay period following the event that authorized the change in pay as determined by the Director of Human Resources. E.G. If you submitted a BA certificate the increase would go into effect the first day of the following pay period.

ARTICLE XIII – BULLETIN BOARD

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

ARTICLE XIV – GENERAL POLICIES GOVERNING LEAVE

- 14.1 Leave of absence whether with or without pay is not allowed unless authorized in writing.
- 14.2 Unauthorized leave is treated as absence without pay and may be grounds for disciplinary action. Unauthorized absence from duty for three (3) consecutive working days may constitute separation from the office.
- 14.3 Except when otherwise authorized by the Sheriff, the appropriate earned leave with pay, whether sick leave or annual leave, shall be liquidated before granting leave without pay.
- 14.4 Records of attendance and absence which are kept by the office will be such as to produce all information necessary to administer these policies and procedures.

ARTICLE XV – LEAVE WITHOUT PAY

- 15.1 Leave without pay is subject to prior written approval by the Sheriff or his designee.
- 15.2 Leave without pay is charged from the first working day of absence through the last working day of absence.
- 15.3 Leave without pay is deducted from an employee's monthly pay check at a daily rate dependent on the number of calendar days in the month in which the leave without pay occurred.
- 15.4 Leave without pay may be granted under the following conditions:
 - a. Subject to mutual agreement between the employee and the Elected Official head.
 - b. Subject to the work load or service requirements in the office as determined by the Elected Official.
 - c. Leave without pay is limited to a maximum of twelve (12) months in any five (5) year period.
 - d. All leaves without pay are subject to review by the Board of Commissioners.
- 15.5 Employees on leave without pay are not entitled to accrue any benefits, seniority and/or time in service awards. These employees will be responsible to pay for their own insurance benefits while on leave without pay if they elect to continue said insurance.

ARTICLE XVI – SICK LEAVE

- 16.1 Sick leave is accrued by employees of the Sheriff's Office at the rate of eight (8) hours for each complete month and employee is in pay status.
- 16.2 Accrual: Employees accrue eight (8) hours of sick leave for their first month of employment if they are placed on the payroll on or before the fifteenth (15th) of the month and actually work continuously through the rest of that month. Sick leave is accumulative to a total of nine hundred sixty (960) hours for purposes of cash out. Employees may accrue sick leave beyond nine hundred sixty (960) hours up to one thousand forty (1040) hours for purposes of only catastrophic illness sick leave usage only. Hours from 961 to 1040 shall not qualify, under any circumstances, for purposes of any cash out. For employees working ten (10) or twelve (12) hour shifts, whenever they call in sick for an entire shift, their sick leave accumulation will be diminished by ten (10) or twelve (12) hours, whichever is applicable.
- 16.3 Use: Sick leave may be taken for any of the following reasons:
- a. Illness or injury or temporary disability (such as during pregnancy) which incapacitates the employee to the extent that work can no longer be performed.
 - b. Emergency illness in the immediate family requiring the attendance of the employee. Leave for such reasons shall be limited to twenty-four (24) hours in any one instance. "Immediate family" includes only persons related by blood or marriage or legal adoption, specifically and limited to wife, husband, parent, parent-in-law, grandparent, brother, sister, child or grandchild of the employee, registered domestic partner, not aunt, uncle, cousin, niece or nephew, unless living in the employee's household.
 - c. Each instance means "condition or period of illness." Thus, for one individual there possibly could be allowed three (3) days, or there can be recurring periods of illness such as in chronic cases.
 - d. Employees may only use the actual number of days of sick leave accumulated.
 - e. 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.
 - f. 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.

- g. Effective January 1, 2003, to care for a biological or adopted child, a foster or stepchild, a legal ward, or a child of a person standing in loco parentis, or to care for a spouse, parent, parent-in-law or grandparent who has a serious health condition or emergency condition and who lives in the employee's household.
 - h. For absences that qualify for leave under the Domestic Violence Leave Act, Chapter 49.76 RCW.
-
- 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 if said absence exceeds three (3) days or if there is a potential pattern of abuse of sick leave. The Sheriff or designee may make an investigation to satisfy himself that the reason for taking sick leave is bona fide. This does not alter the Sheriff's right to pursue fitness for duty examinations.
- 16.5 All employees on sick leave shall make themselves available for such investigation, medical or otherwise, as may be ordered by the Sheriff 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 the number of hours of sick leave used for each hour he/she is scheduled to work.
- 16.8 All accumulated sick leave is canceled automatically when an employee is separated from service but is restored when an employee is re-appointed to the same department/office or is employed by another department/office within twelve (12) months from the date of separation from service.
- 16.9 Fifty percent (50%) of the accumulated sick leave may be paid as severance pay where severance is made as a result of retirement under LEOFF Retirement at age 53 or greater, a twenty-five percent (25%) of accumulated sick leave in case of termination by the employee in good standing after ten (10) years of service, a one hundred percent (100%) payment of accumulated sick leave up to nine hundred sixty (960) hours in case of death.
- 16.10 Subject to the terms and conditions of the Sheriff's Office Policy, employees may donate sick leave.
- 16.11 Bereavement Leave: Paid bereavement leave shall be permitted for the death in the immediate family requiring the attendance of the employee (funeral included). Leave for such reasons shall be limited to twenty-four (24) hours in any one instance. "Immediate family" includes only persons related by blood or marriage or legal adoption, specifically and limited to wife, husband, parent, parent-in-law, grandparent, brother, sister, child, or grandchild of the employee, not aunt, uncle, cousin, niece, or nephew, unless living in the employee's household.

- 16.12 The Employer intends to conform to the mandatory provisions and the Employer expects the employees to conform to the provisions of Ch. 49.46 RCW, codified RCW 49.46.210 and the administrative rules implementing the paid sick leave statute set forth in WAC 296-128. Such conformity shall be subject to the Sheriff and Director of Human Resources determinations consistent with the services provided by the Sheriff's office personnel.

ARTICLE XVII – ANNUAL LEAVE

- 17.1 Annual leave is allowed to an employee working on a regular full-time monthly basis who has been in the continuous employ of the County six (6) months or more.
- 17.2 The first year of employment, annual leave is earned at the rate of eight (8) hours for each completed month of full-time employment service. No employee shall carry more than two hundred forty (240) working hours into the next calendar year. Annual leave accruals are calculated on the 15th of each month and employees must be in pay status fifteen (15) or more calendar days of the month in order to be eligible to accrue annual leave.
- 17.3 Annual leave accumulated at the end of six (6) months of services in the office by full-time employees may be taken in the seventh (7th) month and each month thereafter may be taken in the following month or subsequent month upon the mutual agreement of the employee and the supervisor and/or Elected Official, taking into consideration the seniority of service of the employee. Upon completion of the six (6) month period, an employee's leave record will be credited with the appropriate annual leave. If the employee does not successfully complete the probationary period, annual leave is not earned and not payable.
- 17.4 The use of annual leave is subject to prior approval by the Sheriff or his designee. After the first year of employment, all employees shall be required to use a minimum of forty (40) hours each anniversary year.
- 17.5 When an employee takes a full vacation day, the employee is charged the number of hours of annual leave corresponding to the number of hours in the employee's shift.
- 17.6 Additional annual leave hours are earned by employees whose employment is continuous and satisfactory. These additional hours are reflected in days but are comprised of eight (8) hours for each day are credited to the employees on the anniversary date of such employment, as follows:

Year	Days Per Year	Hours Per Year	Accrual Per Month
1 st year	12	96	8.00
2 nd year	13	104	8.67
3 rd year	15	120	10.00
4 th year	15	120	10.00
5 th year	17	136	11.33
6 th year	17	136	11.33
7 th year	17	136	11.33

8 th year	17	136	11.33
9 th year	17	136	11.33
10 th year	19	152	12.67
11 th year	19	152	12.67
12 th year	19	152	12.67
13 th year	19	152	12.67
14 th year	19	152	12.67
15 th year	22	176	14.67

- 17.7 Continuous service is not broken by any period of authorized leave.
- 17.8 Earned annual leave and continuous service credits of any employee are transferable between departments and offices with the County provided, not more than thirty (30) days elapse between employments without specific approval by the hiring agency.
- 17.9 An employee who separates from the service is entitled to payment for a maximum of up to two hundred forty (240) hours of accrued annual leave, provided, that in the case of voluntary resignation adequate notice is given. Two (2) weeks is considered adequate notice.
- 17.10 When an employee separates from the service by reason of resignation, layoff, dismissal, retirement or death, he/she is paid for up to two hundred forty (240) hours un-liquidated annual leave.
- 17.11 Once each year, each employee may sell back to the Employer up to a maximum of eighty (80) hours of annual leave. This is conditioned on the requirement that each employee take forty (40) hours of mandatory annual leave each anniversary year. Such sell-back provision shall be submitted at least ten (10) days before the pay period.

ARTICLE XVIII – MILITARY TRAINING LEAVE

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

ARTICLE XIX – CIVIL LEAVE AND JURY DUTY

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

ARTICLE XX – FAMILY AND MEDICAL LEAVE

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

ARTICLE XXI – HOLIDAYS

21.1 Employees shall be entitled to the following legal holidays:

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

21.2 County Designation of Holidays: The Employer will maintain a holiday calendar for each year and publish it on their intranet and internet pages. This schedule reflects the dates that the County will observe legal holidays for those positions not normally scheduled to work weekends. Those positions that are normally scheduled to work weekends will follow the schedule for legal holidays depicted in the table above.

Effective beginning in the first full payroll period following signature of the CBA by the last signing party, holiday pay shall be paid on the basis of the length of the shift (8, 10 or 12 hours). For employees who do not work on a holiday, they shall receive straight time pay for the length of their shift. Employees who are required by the Sheriff or his designee to work on a designated holiday shall receive time and one-half (1 and ½) their regular hourly rate for all hours worked on the holiday in addition to the straight time holiday pay for the length of their shift as mentioned above. These provisions are subject to the Sheriff’s authority, as expressed in Section 21.3 below, to determine which employees will work on holidays. The parties agree that these changes shall also result in the complete settlement of the pending holiday pay arbitration and shall be memorialized in an arbitration settlement agreement.

21.3 The Sheriff or his designee shall determine, from time to time, which employees will work on any county-designated holiday. The Sheriff or designee shall make the determinations about which employee(s) are going to work a designated holiday by providing a minimum of seven (7) days advance notices to the affected employees regarding the shift changes and/or changes to the work days as contained in Article XI – Hours of Work – Overtime. The only notice that is necessary is the minimum of seven (7) days advance notice and none of the provisions in Sections 11.1 a. and 11.5 pertaining to shift change notice, as well as any other CBA provisions addressing prior notification of changes to work days and work

shifts, shall be applicable to the Sheriff's determinations and scheduling as to which employees work or don't work on any county-designated holiday as determined by management and the Director of Human Resources.

If the Sheriff determines that an employee shall work a holiday, said employee will receive time and one-half times pay for hours worked on an actual holiday in addition to the straight time holiday pay for the length of their shift as mentioned above, as determined by the Sheriff and the Director of Human Resources, from 0600 to 0600 hours.

If the Sheriff determines that an employee shall not work a holiday as determined by management and the Director of Human Resources, said employee will only receive the straight time pay referenced above in Section 21.2 for the length of the shift.

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

ARTICLE XXII – HEALTH & WELFARE

- 22.1 Medical coverage shall commence on the first day of the month following the date of hire or on that day if they are the same employment for regular full-time employees and regular part-time employees.
- 22.2 Medical coverage will cease on the last day of the month following the final day of eligible employment or on that day if they are the same. Eligibility is determined by the Summary Plan Description.
- 22.3 Employees will have access to two (2) plans: Either the Core Plan or the Buy-Up Plan. These two (2) plans are subject to update as recommended by the Health and Wellness Committee (HWC) and subject to approval by the County Commissioners.

Core Plan Premium Share Contributions for full-time regular employees:

Employee Only Tier:

Employer Portion	Employee Portion
100%	0%

All Dependent Tiers:

Employer Portion	Employee Portion
85%	15%

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

Buy-Up Plan Premium Share Contributions for full-time regular employees:

Employer and Employee premium share contributions for the Buy-Up Plan are derived from the Employer and Employee premium share contributions of the Core Plan funding levels shown above. The Employer will contribute the Employer Core Plan premium share toward the Buy-Up Plan premiums. Any amounts exceeding the Core Plan funding level Employer contribution shall be the sole responsibility of the employees and shall be paid by payroll deduction.

Premium Contribution for part-time regular employees:

The Employer contribution to the employee only portion for part-time regular employees as described above for full-time regular employees. Employees may elect dependent coverage but are responsible for full payment of expense by payroll deduction. All calculations shall be determined by the Human Resources Director.

- 22.4 This premium contribution benefit is available to employees who have worked a minimum of eighty (80) hours during the preceding month.
- 22.5 If there is a need to further modify coverage, as determined by the Employer based on recommendations of the insurance broker and/or companies, the Employer will provide as much notice as practicable to the Association and allow the Association the opportunity to bargain regarding said changes. Should the Association and Employer be unable to bargain a satisfactory resolution of any issues raised regarding modification of coverage, premium structures, or benefit levels, within thirty (30) days after the notice to the Association, the Employer shall have the right to modify premium structures, benefit levels and coverage.
- 22.6 The Association and/or the employee will indemnify and hold the Employer harmless from any and all claims made and against any and all suits instituted against an insurance carrier regarding a disagreement with said carrier relating to a claim and/or coverage.
- 22.7 Disputes regarding insurance claims and/or coverage are between the insurance company and the employee and are not grievable by the Association and/or the employee so long as the dispute was not a result of action by the Employer.
- 22.8 ACA Cadillac Tax Protection: If the Board of County Commissioners and Human Resources Director determine that the current insurance programs, coverages, contributions and premiums contributions provisions going from 2019 to 2020 will lead to Cadillac Tax liability starting in 2020, the Employer has the right to modify insurance, coverages and premiums contributions to eliminate Cadillac Tax liability. If the Employer determines there is a Cadillac Tax liability risk, the Employer will provide written notification to the Association President, the Association attorney and management attorney as soon as the determination is reached. Time permitting, the Employer will provide six (60) calendar days written notification to the Association President, the Association attorney and the management attorney. "Time permitting" means that if the determination is reached with little more than thirty (30) calendar days then the notice will be with thirty (30) calendar days notice. The notice will contain the timeline for implementation and an opportunity for

the Association to bargain the effects of the changes. If an agreement regarding the effects is not timely reached within the sixty (60) calendar day or thirty (30) calendar day or lesser calendar day notification, the Association agrees that the Employer has the right to implement the changes to insurance programs, coverages and premium contributions to eliminate Cadillac Tax liability to be effective January 1, 2020. If the Association desires to continue the bargaining process beyond the Employer's implementation then the parties shall continue through the impasse resolution procedures contained in Chapter 41.56, RCW. The outcome of the continued impasse resolution process may impact the implemented changes. Such impact to the implemented changes shall be prospective only and shall not apply retroactively regardless of which impasse resolution process is utilized (Mediation and/or Interest Arbitration).

ARTICLE XXIII – TRAVEL EXPENSES & OTHER CONDITIONS

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

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

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

- a. Said meeting or schools are held during employee meal times.
- b. Requests shall be submitted on voucher forms in the month they were incurred.
 - i. For the purpose of this understanding the month shall consist of the normal thirty (30) day voucher period. Not necessarily the 1st or the 10th of the month.

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

- a. Request shall be submitted on voucher forms in the month they were incurred.
 - i. For the purpose of this understanding the month shall consist of the normal thirty (30) day voucher period. Not necessarily the 1st or 10th of the month.

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

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

- 23.5 The Employer shall reimburse in the month of May to all personnel required to wear a specific style or color footwear two hundred dollars (\$200.00) per year.
- 23.6 Firearms: In accordance with policy, employees may carry the personal firearm of their choice in lieu of the office issue.

ARTICLE XXIV – DRUG AND ALCOHOL TESTING POLICY

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

ARTICLE XXV – SAVINGS CLAUSE

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

ARTICLE XXVI – ENTIRE AGREEMENT

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

ARTICLE XXVII – NEGOTIATION

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

ARTICLE XXVIII – PAID FAMILY AND MEDICAL LEAVE

Paid family medical leave premiums shall be paid by the employee and the employer in accordance with the current RCW provisions in terms of percentages of contributions. The Employer’s share is approximately thirty seven percent (37%) of the premium and the Employee’s share is approximately sixty three percent (63%) of the premium paid by payroll deduction. These premium contributions shall commence January 1, 2019. The first payment to ESD is due April 30, 2019. Only as an example, if an employee had a monthly wage of \$3,000 the statutory percentage of 0.4% of wages would equate to \$12.00. Employee share would be \$7.56 and the Employer share would be \$4.44. The exact amounts shall be determined by the Director of Human Resources for each employee.

ARTICLE XXIX – DURATION

This Agreement shall be effective January 1, 2018, except as otherwise indicated and will remain in full force and effect through December 31, 2020.

TED MEMORANDUM

The provisions of the old TED memorandum document will require further analysis and changes by the management team and the Sheriff's management. The changes will be addressed with the Association attorney and the Association bargaining team. The current TED provisions in the memorandum were drafted without input from the management attorney, the Director of Human Resources and the Association attorney. These discussions between the parties will be carried out separate from CBA negotiations. Further, the current TED provisions were initiated and addressed under the governance of a prior Sheriff, not the current Sheriff.

[Signature page follows.]

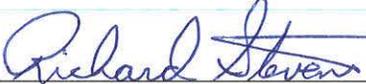
DATED this 26th day of February, 2019.

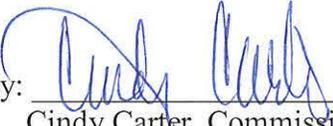
BOARD OF COUNTY
COMMISSIONERS:

GRANT COUNTY DEPUTY SHERIFFS'
ASSOCIATION:

By: 
Tom Taylor, Chairperson

By: 
Jason Ball, President

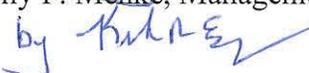
By: 
Richard Stevens, Commissioner

By: 
Cindy Carter, Commissioner

GRANT COUNTY SHERIFF'S OFFICE:

By: 
Tom Jones, Sheriff

Represented by:

Anthony F. Menke
Anthony F. Menke, Management Attorney
by 

and requirements related to lateral transfer employees. The Sheriff's determinations are final and binding on the parties. These placements and requirements shall not be subject to the grievance procedures. All lateral entry deputies must satisfactorily complete twelve (12) months probationary period prior to moving to a step based on years of service and training hours.

- Step II Shall include deputies with more than two (2) years who have successfully completed the Step I probationary status but less than five (5) years of law enforcement experience and have no less than one hundred (100) hours of management (Sheriff or his designee) recognized law enforcement training in addition to successful completion of the basic law enforcement academy.
- Step III Shall include deputies with more than five (5) years who have successfully completed probationary status but less than ten (10) years of law enforcement experience and have no less than one hundred eight (180) hours of management (Sheriff or his designee) recognized law enforcement training in addition to successful completion of the basic law enforcement academy.
- Step IV Shall include deputies with more than ten (10) years who have successfully completed probationary status but less than fifteen (15) years of law enforcement experience and no less than three hundred (300) hours of management (Sheriff or his designee) recognized law enforcement training in addition to successful completion of the basic law enforcement academy.
- Step V Shall include deputies with more than fifteen (15) years of law enforcement experience who have successfully completed probationary status and have no less than five hundred (500) hours of management (Sheriff or his designee) recognized law enforcement training in addition to successful completion of the basic law enforcement academy.

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

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

ADDENDUM B

Motor Vehicle Collisions & Accidents:

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

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

The Collision/Accident Review Board shall consist of:

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

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

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

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

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

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

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

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

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

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