

COLLECTIVE BARGAINING AGREEMENT

by and between

THURSTON COUNTY

AND

**THURSTON COUNTY DEPUTY SHERIFF'S
ASSOCIATION**

ADMINISTRATIVE SUPPORT STAFF

2021 - 2022

TCDSA – Administrative Support Staff
Working Agreement

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WORKING AGREEMENT

PREAMBLE

This Agreement has as its purpose the promotion of harmonious relations between Thurston County, herein referred to as the “County,” and the Thurston County Deputy Sheriffs’ Association representing administrative support staff, herein referred to as the “Association,” the establishment of an equitable and peaceful procedure for the resolution of differences; and the establishment of rates of pay, hours of work, and other conditions of employment.

For purposes of this Agreement, unless otherwise stated, days shall mean Monday through Friday, not including holidays.

ARTICLE 1 – RECOGNITION

1.1 RECOGNITION

The County recognizes the Association as the exclusive bargaining representative for all regular full-time and regularly scheduled part-time employees in the Thurston County Sheriff’s Office, herein referred to as the “Sheriff’s Office,” not included in the Deputy Sheriff’s unit, Corrections unit, Captains’ Unit, Sheriff’s Management Pay Plan, non-represented employees, confidential and supervisory employees of the County. This includes those positions listed in Appendix A.

1.2 NEW CLASSIFICATIONS

It is mutually agreed that it is the intent of the parties to include in the bargaining unit any new Civil Service classification not included in the Deputy Sheriff’s unit, Corrections unit Captains’ Unit or, Sheriff’s Management Pay Plan, as long as such position in the new classification is not a confidential or supervisory position. The salary for the new classification shall be set consistent with County policies, subject to State collective bargaining requirements.

ARTICLE 2 – ASSOCIATION SECURITY

2.1 MEMBERSHIP

Employees covered by this agreement shall have the right to become and remain a member of the Association and pay periodic membership dues uniformly levied against all association members.

The Association shall be responsible for notifying new employees of membership dues payment, obtaining authorization cards for payroll deductions, and collecting any delinquent charges.

The County shall retain the sole right to the selection of new employees and the Association agrees to accept employees as members without discrimination as defined in Article 6.1, Nondiscrimination.

2.2 DUES DEDUCTION

The County will provide for payroll deduction of Association fees upon authorization by the employee. Payroll deduction authorization cards must be received by the County's payroll department by the fifteenth (15th) day of the month to be recognized as effective for that month. The County will transmit to the fully designated officer of the Association the total amount so deducted together with the list of names of the employees from whose pay deductions were made. The Employer will honor each employee's authorization for payroll deduction received under this provision unless it has been revoked by written notice to the Employer. Revocations will be processed in accordance with the terms of the authorization card, including reasonable notification periods of up to sixty (60) days. The Employer will advise the Association in writing of the receipt of any written notice revoking an authorization, listing the name of the employee and date of receipt. All refunds of such deductions which may be required to be made to any employees shall be made by the Association.

The Association shall indemnify the Employer and hold the Employer harmless from any and all claims, demands, complaints, causes of action, or liability, including legal fees and costs, against the Employer arising out of acts or omissions of the Association, and for action taken by the Employer in reliance on information from the Association or language of a deduction authorization card.

2.3 BARGAINING UNIT ROSTER

Association Members: Names and addresses of those consenting Association members will be furnished to the Association by the Sheriff or the County annually on request of the Association.

List of Officers: The Association agrees to supply the County with lists of officers of the Association and representatives and to keep such lists current. The County will recognize the officers and representatives after receipt in writing by the Sheriff of Thurston County.

2.4 NONDISCRIMINATION – ASSOCIATION ACTIVITY

All employees in the bargaining unit have the right, and shall be protected in the exercise of such right, to join and participate in the Association. In the exercise of this right, employees and employees' representative shall be free from discrimination and reprisal.

The provisions of this contract shall be applied equally to all employees in the bargaining unit without discrimination as to age, sex, marital status, race, color, creed, religion, national origin, handicap status, union affiliation or political affiliation. Nothing in this section shall be construed to prohibit actions taken because of bona fide job qualifications.

ARTICLE 3 – ASSOCIATION/EMPLOYER RELATIONS

3.1 ASSOCIATION ACCESS

The Association's authorized staff representatives shall have access to the Employer's premises where employees covered by this Agreement are working for the purpose of investigating grievances and contract compliance, after notifying the Employer. Access for other purposes shall not be unreasonably denied by the Employer. Such visits shall not interfere with or disturb employees in the performance of their work during working hours.

3.2 FACILITY USE

The Association shall be permitted to use designated premises of the Employer for meetings of the local unit, with or without Association staff present, provided sufficient advance request for meeting facilities is made to the Employer (Sheriff or Human Resources or designee), such is not disruptive to operations and space is available.

3.3 ASSOCIATION REPRESENTATIVES

Members of the bargaining unit selected to serve as authorized representatives of the Association shall be certified in writing to the County and the Sheriff's Office. Except as provided herein, each representative will be expected to perform his/her duties as a representative of the Association on his/her own time. However, it is recognized that from time to time, it will be necessary for Association activities relating to the investigation and processing of complaints, disputes and grievances to be conducted during working hours. Association representatives shall be allowed reasonable time to investigate and process such disputes and grievances during working hours when permission has been granted by the appropriate supervisor. Such permission shall be granted unless the Association representative or grievant are involved in a work activity requiring their immediate attention, in which case permission will be granted as soon as practical.

3.4 ORIENTATION

The Employer agrees to notify the Washington Fraternal Order of Police and Association President of any new positions and new employees in the bargaining unit. An Association representative shall, with no loss of pay, be allowed 30-minutes to provide each new bargaining unit employee an Association orientation.

3.5 BULLETIN BOARDS

The County shall provide suitable space for an Association bulletin board on its premises.

3.6 CONTRACT DISTRIBUTION

The County shall distribute one copy of this agreement to each current employee in the bargaining unit and to each newly hired employee in the bargaining unit.

3.7 RELEASE TIME

The Sheriff or Designee shall attempt to allow the members of the bargaining unit time off while conducting official “duty to represent” union/association business on behalf of the employees in their bargaining unit, including contract negotiations, grievance resolution and arbitration, provided that:

- The employee provides the Employer at least forty-eight (48) hours prior to the time off unless such notice is not reasonably possible;
- The Employer is able to properly staff the employees’ job duties during the time off; and
- The wage cost to Employer is not greater than the cost that would have been incurred had the Union/Association take time off (i.e. overtime expenditures).

Additional provisions are provided, as follows:

Contract Negotiations: The Association negotiating team shall be permitted to attend negotiating meetings with the County without loss of pay relative to securing contract renewal to the extent that such meetings are scheduled during duty hours of the members so attending. In no case shall more than four (4) on-duty personnel attend such negotiating sessions. Off-duty personnel attending negotiating sessions shall not receive any compensation for such attendance.

Special Meetings: Special meetings for issues of concern relating to the interpretation and administration of this contract may be arranged upon the request of either party. Such meetings shall be arranged in advance, and an agenda of matters to be discussed at the meeting shall be communicated at the time the meeting is requested. Association members, limited to two, shall not lose time or pay for time spent in such meetings.

3.8 GRIEVANCE RELEASE TIME

Prior to any proposed investigation of a grievance, Association Representatives shall obtain permission from their and the grievant’s supervisor, which will be granted unless the Association Representative or the grievant is working on something that requires immediate attention. If permission cannot be immediately granted, the Employer will arrange to allow investigation of the grievance at the earliest possible time. When it is necessary for Association Representatives to conduct Association business authorized by this Agreement in an area or on a shift other than their own, they shall notify the supervisor of that area or shift of their presence and of the nature of their business. No compensation shall be provided by the Employer for such Association Representative activities outside the employee’s work shift.

3.9 ASSOCIATION BUSINESS

Official Sheriff’s Office Written Orders: Upon request, the Sheriff will furnish the Association with a copy of his written policies and procedures, referred to as the “Standard Operating Procedures (SOP) Manual(s).” In addition, the Sheriff agrees to furnish the Association with a written notice of the Sheriff’s intention to make changes in SOP manual(s) that would directly and adversely affect the working conditions of employees. Should the Association desire to meet regarding such change(s), it shall notify the Sheriff within ten (10) calendar days.

To the extent required pursuant to RCW 41.56 et seq., should the Association desire to meet and bargain regarding such change(s), it shall notify the County, in writing, within ten (10) days. Nothing herein shall restrict the Sheriff's Office from immediately promulgating emergency policies and procedures, which may then be subject to bargaining if so requested, in writing, by the Association.

Monthly Association Meeting: The general Association Meeting may be held on County time each month, not to exceed one (1) hour, unless additional time is approved by the Sheriff. If such meeting is not held, the one (1) hour of County time allowed for this activity shall lapse.

No overtime or compensatory time will be paid for this meeting.

Monthly Meeting - Sheriff: A mandatory monthly meeting may be called by the Sheriff, to last no more than one (1) hour, and to be scheduled at reasonable times. In the event a monthly meeting is not held, the Sheriff may use the time for a subsequent meeting, to a maximum of three hours per calendar quarter.

A notice shall be posted two weeks in advance of any non-emergency meeting. Vacation, holiday and compensatory time scheduled in advance and prior to the two week notice will be exempt.

Overtime will not be paid for this meeting unless such attendance results in hours worked beyond those allowable under the Fair Labor Standards Act, in which case those hours in excess of the allowable FLSA hours shall be paid at the overtime rate.

3.10 CONFIDENTIALITY

The County and Association recognize the interest of maintaining confidentiality of employees' personal information such as home address, home telephone number, and identity of family members. Therefore, the County and Association agree to take all reasonable lawful steps to assure confidentiality of these matters.

ARTICLE 4 – DEFINITIONS

4.1 PROBATIONARY PERIODS

Purpose: The probationary period is an integral part of the employee selection process and provides the County with an opportunity to upgrade and improve the Sheriff's Office, by observing a new employee's work, training and aiding new employees in adjustment to their positions, and by providing an opportunity to reject any employee whose work performance fails to meet required work standards. Probationary periods may be extended, whether new hire, promotional, recall or transfer, upon mutual agreement by the Association and the County.

4.1.a New Hire Probationary Period: Every new employee hired into the bargaining unit shall serve a probationary period of twelve (12) months. The Association recognizes the right of the County to terminate probationary employees for any reason, which shall not be subject to the

grievance procedure, and to exercise all rights not specifically modified by this Agreement with respect to such employees, including, but not limited to, the shifting of work schedules, the assignment of on-the-job training, cross-training in other classifications, the assignment to educational courses and training programs, and the requirement that such employees attend training programs on their off-duty time for which they will be compensated on an over-time basis.

Probationary employees may be terminated at the discretion of the Sheriff whose decision shall be final and binding. Article 18 - Grievance Procedure, shall not apply to probationary employees concerning disciplinary actions including involuntary termination. Moreover, probationary employees shall be precluded from using Article 18 - Grievance Procedure, for any performance related issues. Article 18 - Grievance Procedure, shall apply to probationary employees for the economic benefits as follows: Article 3 – Association/ Employer Relations; Article 5 - Hours of Work & Overtime; Article 9 – Other Compensation; Article 10 – Holidays; Article 11 – Vacation; Article 12 – Sick Leave; Article 13 – Leaves of Absence; and Article 14.5 - Liability Insurance, the civil provision only.

4.1.b Promotions: Newly promoted employees shall have a twelve (12) month probationary period. If the employee is not successful during the probationary period, the employee will be returned to their formerly held position, except when the employee is terminated for just cause.

4.1.c Recall: Employees recalled into a position formerly held will be on probation for the period of probation remaining unserved at the time of the layoff.

4.1.d Transfers: Employees who transfer into the Bargaining Unit who have not previously completed probation within their new classification will serve a twelve (12) month probation period.

4.2 TYPES OF EMPLOYMENT

4.2.a REGULAR FULL-TIME EMPLOYEES

A regular full time employee works a full workweek as established in Article 5 in a regularly budgeted, on-going position. Regular employees are eligible to receive the standard benefits package as provided in this agreement.

4.2.b REGULAR PART-TIME EMPLOYEES

A regular part-time employee typically works a minimum of twenty (20) hours per week but no more than forty (40) hours per week in a regularly budgeted and on-going position. Paid leaves and insurance benefits shall be prorated for regular part-time employees on the basis of FTE calculations (e.g. 20 hours a week divided by 40 hours a week ratio formula).

4.2.c REGULAR WITH / END DATE EMPLOYEES

An individual may be hired into a position with an end date that has a defined term of employment and is anticipated to require more than one thousand and thirty-nine (1,039) hours in a calendar

year. This position is eligible for the standard benefits package, which may be prorated to match the FTE percentage.

Any current employee who is considering accepting a position with an end date will notify his or her current appointing authority prior to accepting the position. Upon notification of the employee's intent, the appointing authority will notify the employee in writing of any return rights to his or her current position and the duration of those rights. The appointing authority will, at a minimum, place the employee on the recall list. The employee will provide a minimum of two (2) weeks' written notice to the current appointing authority prior to starting the new position.

Any employee newly hired to fill the vacancy which was created by the regular employee accepting a position with an end date, will be hired as a regular employee with an end date and that employee will cease to have employment rights upon the return of the regular employee to the former position. The employee will not be eligible for the recall list upon reaching the end of the specified term of employment.

4.2.d TEMPORARY EMPLOYEES

A temporary employee works for a specific amount of time for short-term replacement of an absent regular employee or other appropriate reason and may not exceed six hundred and ninety-three (693) accumulated hours in a fiscal year. Temporary employees do not hold bargaining unit positions and are not eligible to receive the benefits package.

4.2.e NON-REGULAR EMPLOYEES

Non-regular employees are restricted to departments that have 24-hour operations. They are used to fill in for regularly, scheduled positions or facility overflow. These positions are covered by a benefits package, which is established by this agreement.

4.2.f EXTRA HELP EMPLOYEES

An extra help employee works in a limited and temporary capacity for non-emergency situations. An extra help employee may not exceed six hundred and ninety-three (693) accumulated hours worked in a fiscal year. Former Sheriff Office employees who are not on the Eligibility List, Recall List or Lateral Entry List are eligible to work as extra help employees.

In emergency situations (threat to life, property or general welfare to the County) extra help appointments may be made which are not from employment lists, but such appointments may not continue longer than thirty (30) calendar days.

Extra help employees do not hold bargaining unit positions and are not eligible for the benefits package.

4.2.g PROVISIONAL EMPLOYEES

An employee appointed to fill a classified position pending the establishment of an eligibility list for the classification. A provisional employee may not exceed six hundred and ninety-three (693) accumulated hours worked in a fiscal year, unless appropriately extended and with the mutual agreement of the Employer and the Association.

ARTICLE 5 - HOURS OF WORK & OVERTIME

5.1 WORKDAY / WORKWEEK

A regular full-time 5/2 workweek shall consist of forty (40) hours of time actually worked or compensated within a seven (7) day period (Monday 12:00 a.m. through Sunday 11:59 p.m.). Changes in work schedule, which may include changes in the schedule or total hours, shall be consistent with Article 5.2 or Article 7, as appropriate.

Legal Assistants, Legal Assistants Supervisor, Bureau Staff Assistants, Crime Analyst, Financial Operations Assistants and Accounting Manager currently have a normal work day of eight (8) consecutive hours of work within nine (9) hours, interrupted by a one (1) hour unpaid lunch. Legal Assistants, Legal Assistants Supervisor, Bureau Staff Assistants, Crime Analyst, Financial Operations Assistants and Accounting Manager currently have a normal workweek of five (5) consecutive days on duty followed by two (2) days off duty.

Hours of work shall be consecutive and the workday shall have regular starting and quitting times.

5.2.a WORK SCHEDULES

The Employer may modify the regular workday/workweek provided that the Employer gives a minimum of two (2) weeks' written notice to the affected employees and the Association.

Employees may be assigned to different work weeks and work shifts of different lengths in order to meet business and operational needs or in response to an employee request as long as the alternative schedule meets federal and state laws. Employees may request alternative work schedules subject to approval based on business and customer service needs. The Employer may disapprove requests if there are performance or attendance concerns. Previously approved alternate work schedules may be rescinded by the Employer if business and customer service needs are no longer being met, or if performance or attendance concerns occur. The Employer will consider employees' personal and family needs.

Employees within a Bureau may, with concurrence of the Employer, work on an alternative work schedule consisting of 80 work hours performed over 9 workdays. This schedule shall consist of a two-week cycle with three 9 hour and one 8 ½ hour workdays with 3 days off, followed by four 9 hour and one 8 ½ hour days with 2 days off. The days off shall be Saturday and Sunday and the

extra day off will be either a Monday or Friday. Bidding for desired days off will be determined by seniority and work assignments to ensure coverage to work assignments.

5.2.b FLEX HOURS

If mutually agreed upon by the employee and the employee's immediate supervisor, flex hours may be approved if it does not interfere with workload requirements. Flex hours shall be defined as any irregular starting or stopping time within the employee's scheduled work period (i.e. workday), and must be approved in advance. Employees working an adjusted workday must flex their hours within the same workweek.

Overtime will only accrue for the hours exceeding the adjusted schedule, or hours worked in excess of a forty (40) hour workweek. (Monday 12:00 a.m. through Sunday 11:59 p.m.)

5.3 REST / MEAL BREAKS

5.3.a A rest period of fifteen (15) minutes is permitted for all employees for each four (4) hours worked. All employees are subject to call during such rest periods. Lunch break shall be on the employee's own time. Where the nature of the work allows employees to take intermittent rest periods equivalent to fifteen (15) minutes for each four (4) hours worked, scheduled rest breaks are not required. Missed rest breaks are not compensable as overtime. Breaks may not be collected or not taken in order to shorten the workday or work week unless pre-approved or assigned by supervisor.

Employees working three or more hours longer than a normal work day shall be allowed at least one (1) thirty (30) minute unpaid meal period prior to or during the overtime period.

5.3.b Employees who because of the nature of their work are required to eat their lunch at their work station shall be provided a paid meal period. Employees whose meal period is normally unpaid who are required at the supervisor's direction to work through their lunch and who are not provided a meal period may be paid overtime (per Article 5.4) for the time worked or the day or workweek adjusted.

5.4 OVERTIME

All employees shall be paid overtime at time and one-half (1 ½) for all hours worked in excess of their regularly scheduled eight (8), eight and a half (8 ½), nine (9) or ten (10) hour shift in any one (1) twenty-four (24) hour period with overtime compensation being paid in fifteen (15) minute increments. The twenty-four (24) hour period shall begin with the start of the employee's regularly scheduled shift. Overtime compensation shall not be required where two (2) shifts are worked in one (1) twenty-four (24) hour period due to a shift change. This provision shall not apply in instances where management and an employee have mutually agreed to a flex time arrangement by requiring overtime compensation in excess of one-quarter (1/4) hour over the normal daily work shift. When an employee must work mandatory overtime which would exceed his or her regularly

scheduled workday, the employee shall receive overtime pay for the hours he or she was mandated to work. The Sheriff shall institute a system of authorizing and directing overtime worked. Time worked, but not officially authorized, will be eligible for overtime pay and the employee who worked the unauthorized overtime may be subject to discipline.

Regular part-time employees shall receive overtime pay for hours worked in excess of eight (8), eight and a half (8 ½), nine (9) or ten (10) hours in a work day (whichever is applicable) or forty (40) hours in a work week. Overtime pay cannot be pyramided.

5.5 COMPENSATORY TIME

It shall normally be the practice to pay overtime in money during the pay period following the pay period in which overtime is worked. However, with the mutual agreement of the employee and the Sheriff, an employee may choose to accrue compensatory time off in lieu of pay for overtime. The Sheriff may institute a policy for compensatory time by providing one and one-half (1 ½) hour of compensatory time for each overtime hour worked. Employees may not accumulate a balance of more than sixty (60) hours of compensatory time and the County shall buy down all accumulated compensatory time in excess of forty (40) hours on October 1 of each year (to be included in the employees' October 25th paychecks).

5.6 LIGHT DUTY

Employees who are temporarily disabled due to injury may request accommodation and may be permitted to work light/modified duty on a temporary basis, subject to law, the Sheriff's discretion and health care provider verification.

5.7 TELEWORKING

At the sole discretion of the Sheriff, employees may, with the mutual agreement of their Bureau Chief, work at home electronically on an occasional or episodic basis. In such a case the employee will be expected to maintain regular work hours. Teleworking will be considered only if the employee's specific work assignments are amenable to a telework arrangement. All teleworking must be consistent with the Thurston County Teleworking Policy (Personnel Policy 15.1).

ARTICLE 6 - EMPLOYMENT PRACTICES

6.1 NONDISCRIMINATION

The provisions of this contract shall be applied equally to all employees in the bargaining unit without discrimination as to age, sex, sexual orientation including gender expression or identity, marital status, race, color, creed, religion, national origin, pregnancy, handicap status, genetic information, status as an honorably discharged veteran or military status, union affiliation or political affiliation. Nothing in this section shall be construed to prohibit actions taken because of bona fide job qualifications.

Notwithstanding any other provisions of this agreement, the County may take all reasonable actions to comply with the Americans with Disabilities Act (ADA).

6.2 JOB POSTING / SELECTION

If the Sheriff's Office intends to fill a vacant position, the bargaining unit will be notified via the "Daily Bulletin" or other electronic communication and the position will be filled in accordance with the Civil Service Rules. Positions will be filled by the Civil Service processes and rules related to Recruitment & Eligibility, Examinations, Employment Lists and Appointments, unless otherwise modified herein.

Upon written request and demonstrated eligibility by a regular employee, the Sheriff or designee may transfer an employee from a position in one class or bureau to a class or position in another bureau or division, provided that the Employer assures that the employee has met the requirements of the Civil Service Rules. The Employer may limit the number of requests which may be honored.

6.3 PROMOTIONS and RECLASSIFICATIONS

All promotions and reclassifications shall be made in accordance with the Civil Service Rules. All promotions within the Office will go to the next highest pay level within the new range, which will provide a minimum base salary increase of five percent (5%). An employee receiving a promotion or reclassification, who would have received a step increase in their old classification within twelve (12) months of their promotion or reclassification to a dollar amount higher than their new dollar amount shall receive a step increase at the time of promotion or reclassification. The new promotion or reclassification date would then be the date used for further step increases.

6.4 PERSONNEL FILE / POLICIES

All employees shall be permitted to review his or her personnel file during normal business hours. Employees shall be provided one copy of all documents (complimentary or derogatory) placed in his or her personnel file at the time the document is placed in the file. No citizen complaint shall be placed in an employee's personnel file unless the complaint is accompanying disciplinary action related to the complaint.

An employee may, at his or her request, have placed in the employee's personnel file a statement containing the employee's rebuttal to any information in the file. This provision does not apply to the records of an employee relating to the investigation of a possible criminal offense or the internal investigation of a possible departmental policy or procedure violation prior to the completion of the internal investigation. The County and the Sheriff's Office shall keep the contents of personnel files confidential, subject to the requirements of State and Federal law and any applicable provisions of this agreement.

When the Sheriff's Office receives an information request about an Association member, made pursuant to the Public Disclosure Act, by a party from outside the County, the Sheriff's Office shall notify the Association member about the information request as follows:

- a. Within three (3) days of receipt of the information request by the Sheriff's Office, the

Sheriff's Office will provide a summary of the information request to the Association member; and

- b. Within three (3) days of the County releasing any information, pursuant to the request, the County will provide a summary of the information released to the Association member.

In the event the Association member is not reachable as required in (a) or (b) above, notification pursuant to (a) and/or (b) above will be made to an Association Executive board member or the Association Attorney.

6.5 EVALUATIONS

The purpose of evaluation is to help an employee be successful in performance and to understand the standards and goals of their position and their department. The evaluation will assess and focus on the employee's accomplishment of their job functions and the goals and standards of the position. Where the employee does not meet the above, a plan for correction, training or support should be developed with the employee.

Evaluation may occur in two forms:

- a) All regular employees should be formally evaluated in writing by their immediate supervisor during the probationary period and at least annually (at date of hire or a common date) thereafter.
- b) Additionally, evaluation of job performance may occur at any time and on an ongoing basis. Evaluation may occur in various ways and may include coaching, counseling or written assessment / memos of concern.

Evaluation shall not, by itself, constitute disciplinary action – disciplinary action must be specifically identified as such, in writing, consistent with Article 6.6.

Employees will be given a copy of the evaluation. Employees will be required to sign the evaluation, acknowledging its receipt. Evaluations are not grievable but may be appealed up the chain of command. Additionally or alternatively, employees may elect to provide a written response to the evaluation, which will be retained with the evaluation in the employee's personnel file.

6.6 DISCIPLINARY ACTION

Just Cause. Disciplinary action shall be imposed upon an employee only for just cause.

In the administration of discipline, the provisions of the Sheriff's Office Policy and Procedure Manual shall apply unless contrary to or inconsistent with expressed language in this Agreement.

Disciplinary Actions. Disciplinary action shall include only the following:

Oral Warning (documented);
Written Reprimand;
Suspension without Pay;
Demotion; or
Termination.

Disciplinary action will normally be progressive in nature, but the level of discipline administered may depend upon the seriousness of the offense.

Association and Employee Rights. The Association shall have the right to process any disciplinary action as a grievance through the grievance procedure, except for an oral warning, and except for employees serving an initial probationary period who are terminated.

If the County has reason to discipline an employee, the County shall do so privately and in a manner that will not embarrass the employee before other employees or the public. The employee may request that the Association not be given notice and participation in the disciplinary investigation and process but may modify such request at any point. Absent such request, information and participation shall be provided to the Association as provided for herein.

The employee and the Association shall be entitled to Association representation and/or other appropriate representation at all meetings attended by the employee where discipline is being considered for that employee.

Notice and Opportunity to Respond. Upon reaching the conclusion that probable cause exists to discipline an employee with a written reprimand, suspension without pay, demotion, or termination, the Sheriff or his designee shall provide the employee and the Association with the following prior to the administration of discipline:

- a. The nature of the allegation(s) or charge(s) against the employee;
- b. A copy of the complaint against the employee;
- c. A copy of all materials a part of or related to the investigation upon which the allegation(s) or charge(s) are based;
- d. The directives, policies, procedures, work rules, regulations or other order of the County that allegedly was violated;
- e. What disciplinary action is being considered.

Employee's Response. The affected employee and the Association shall have the opportunity to respond to the allegation(s) or charge(s) orally or in writing, normally within seven (7) days of receiving the above information and materials provided by the County and to do so prior to the Pre-Disciplinary meeting.

Pre-Disciplinary Meeting. A formal opportunity to respond to the allegation(s) or charge(s) shall occur at a Pre-Disciplinary meeting conducted and presided over by the Sheriff or his designee, who shall have the authority to impose or to recommend the proposed disciplinary action. Reasonable advance notice of this meeting, its time and place shall be given the employee and the Association. This meeting shall be informal. The employee and the Association shall be given

full opportunity to be heard, to respond to the allegation(s) or charge(s), and to have the responses considered prior to the imposition of discipline.

County's Decision. Within a reasonable time, but not beyond twenty (20) calendar days from the date of the Pre-Disciplinary meeting, the Sheriff or his designee shall issue a written decision imposing discipline, exonerating the employee or taking such other action deemed appropriate.

Investigative Interviews/Internal Affairs Investigations. The interview of an employee concerning action(s) or inaction(s) which, if proved, could reasonably lead to disciplinary action for that employee, shall be conducted under the following conditions and procedures:

- a. The employee shall be informed, in writing, at a reasonable time in advance of the interview whether or not the County believes the employee is a suspect in the investigation, with a copy of the notice to the Association.

Investigations into allegations of employee misconduct shall be classified as either an "administrative review" or an "internal investigation." For an administrative review, discipline will not be greater than a written reprimand. If notice of an internal investigation is given, the range of discipline may be any of the disciplinary actions (i.e. oral warning through termination). The notice can be amended at any time during the course of the investigation, provided that an amended notice is provided to the employee and the Association.

The outcome of administrative reviews/internal investigations shall be a finding that is categorized as either "sustained" or "not sustained."

- b. If an employee is considered a suspect, at a reasonable time in advance of the investigative interview, the employee shall be informed in writing, with a copy to the Association, of the nature of the investigation; the specific allegations related thereto; and the policies, procedures and/or laws that form the basis for the investigation; and shall be advised that an opportunity to consult with an Association representative will be afforded prior to the interview.
- c. The requirements of this Section shall not apply if (1) the employee is under investigation for violations that are punishable as felonies or misdemeanors under law, or (2) notices to the employee would jeopardize the administrative investigation.
- d. After a complainant has been interviewed regarding an action or inaction of an employee and the County deems further investigation is necessary, the employee shall be provided a copy of the complaint as soon as practical, with a copy forwarded to the Association.
- e. The employee shall have the right to have an Association representative present during any interview which may reasonably result in disciplinary action. The opportunity to have an Association representative present at the interview or the opportunity to consult with an Association representative shall not unreasonably delay the interview. However, if the interview begins with the consent of the employee in the absence of an Association

representative, but during the interview the employee concludes that assistance is required by reason of increasing seriousness of the disciplinary problem, the employee shall be allowed a reasonable time in which to obtain an Association representative.

- f. To the extent reasonably possible, all interviews under this Section shall take place at the Sheriff's Office facilities.
- g. The County may schedule the interview outside of the employee's regular working hours; however, in that event the appropriate overtime rate and/or irregular hours payment shall be made to the employee.
- h. The employee shall be required to answer any question concerning a non-criminal matter under investigation and shall be afforded all rights and privileges to which the employee is entitled under State or Federal laws.
- i. The employee shall not be subject to abusive or offensive language or to coercion, nor shall interrogators make promises of award or threats of harm as inducements to answer questions.
- j. During an interview, the employee shall be entitled to such reasonable intermissions as the employee may request for personal physical necessities.
- k. All interviews shall be limited in scope to activities, circumstances, events and conduct that pertain to the action(s) or inaction(s) of the employee that is the subject of the investigation. Nothing in this Section shall prohibit the County from questioning the employee about information that is developed during the course of the interview.
- l. If the Sheriff's Office records the interview, a copy of the complete recorded interview of the employee, noting the length of all recess periods, shall be furnished the employee upon the employee's written request. If the interviewed employee is subsequently charged with misconduct, at the request of the employee or on its own volition, the County shall transcribe the recording and shall provide a complimentary copy to the Association on behalf of the employee.
- m. Interviews and Internal Affairs investigations shall be concluded without unreasonable delays.
- n. The employee and the Association shall be advised promptly, in writing, of the results of the investigation and what future action, if any, will be taken regarding the matter investigated.

6.7 ASSIGNMENT REGARDING PUBLIC RECORDS REQUEST PROCESSING

The parties agree that the processing of Public Records Requests, related to the Thurston County Sheriff's Office are typically duties assigned to members of the Association. The parties recognize that public records requests for internal affairs investigations, administrative reviews and

personnel files may involve employees known to the Association and as such may impact the morale of the Sheriff's Office. To help reduce the impact of handling these types of requests, the parties agree that it is the intent that these requests will be assigned to members outside the Association prior to being returned for final processing. Exceptions to this general rule may occur when the number of such requests cannot be managed without assistance from members of the Association or when the request requires special skills that Association members are trained to provide, e.g. email searches.

ARTICLE 7 – SENIORITY

7.1 DEFINITION

Generally, seniority shall be defined as length of continuous service in the bargaining unit within the Sheriff's Office including any paid leave.

When a regular employee accepts a position with an end date that is outside of the bargaining unit, the employee will not lose his or her seniority, not continue to accrue seniority with this bargaining unit while serving in the position with an end date. When the employee returns to the bargaining unit, the employee's seniority will be all time within the Sheriff's Office less the time spent in the new position, unless the new position is in the Sheriff's Office.

Seniority shall not be accrued while on leave of absence without pay for thirty (30) continuous days or more (excluding disciplinary suspensions). Seniority shall be adjusted for leave without pay (LWOP) for thirty (30) continuous days or more except when such leaves are the result of an on-the-job injury, during the period of disability associated with pregnancy or other legally protected leave. For these exceptions, the seniority date cannot be adjusted for periods of disability lasting up to six (6) months. Should seniority dates otherwise be identical, seniority shall be determined by entrance and ranking on the Civil Service eligibility list.

7.2 APPLICATION OF SENIORITY

Seniority shall be the ruling factor in cases of promotion and transfer when ability, competency and experience are equal. Lay-offs shall be by inverse order of seniority unless special job skills exist. Any employees laid-off shall be given first preference based upon seniority when any jobs for which they are qualified are available within the Sheriff's Office prior to outside hiring for a period of eighteen (18) months.

7.3 PROBATIONARY PERIOD

An employee's seniority shall be established as the initial date of hire, upon completion of the probationary period.

7.4 LOSS OF SENIORITY

Seniority will not be lost as a result of a lay-off of eighteen (18) months or less.

An employee will lose seniority rights by and/or upon:

- a. Resignation.
- b. Termination.
- c. Retirement.
- d. Layoff / Recall list of more than eighteen (18) consecutive months.
- e. Failure to respond to an offer of recall to former or comparable employment.

7.5 LAYOFF DEFINED

A layoff is defined as the anticipated and on-going or prolonged reduction in the number of full-time equivalent (FTE) positions or in the number of partial FTEs within the County, Sheriff's Office or within a job classification covered by this Agreement. A reduction in force in classification may occur for reasons of lack of funds, lack of work, efficiency or reorganization. Reductions in force are identified by classification within the Sheriff's Office.

Layoff shall be by inverse order of seniority in the classification involved according to the procedures in the Civil Service Rules and this Agreement unless special job skills exist.

7.6 NOTICE

Employees affected will be given at least thirty (30) calendar days notice of the layoff. The employee shall inform the Employer within five (5) working days of the receipt of the notice of layoff of his/her intention to exercise bumping rights. When all bumping rights have been acted upon, or when someone has chosen not to act on their bumping right, the employee least senior or the employee choosing not to bump shall be the person laid off. Only one thirty (30) day notice of layoff is required, irrespective of the number of bumps.

An employee desiring to exercise bumping rights must do so by delivering written notice to the appointing authority within five (5) working days of receipt of notice of layoff. The written notice must state the proposed position to be bumped and contain a statement of the employee's qualifications for that position. Within five (5) working days of receipt of the employee's notice to exercise his bumping rights, the appointing authority shall communicate his decision to the employee as to whether the employee meets the qualifications for the position the employee has chosen to bump.

7.7 MEETING WITH ASSOCIATION

The Association shall be notified of all proposed layoffs and of positions to which laid off employees may be eligible to bump.

The Association shall also be notified of any reduction in hours proposed by the Employer, including the purpose, scope, and duration of the proposed reduction. Upon the Association's request, the Employer and the Association shall meet promptly during the first two (2) weeks' of

the notice period identified in Article 7.6 to discuss the reasons and the timelines for the layoff and to review any suggestions concerning possible alternatives to layoff. Association concerns shall be considered by the Employer prior to implementation of any reduction in hours. This procedure shall not preclude the Employer from providing notice to employees or requesting volunteers to take leaves of absence without pay, provided the Employer notifies the Association of the proposed request.

7.8 AFFECTED GROUP

The following procedure shall apply to any layoff:

7.8a Affected employees: The Employer shall first determine by job classification the number of employees or FTEs to be affected by the layoff. Provided that the employer determines that unique or specialized qualifications which are relevant to the pre-requisites of the position and the ability to perform are not overriding factors, the least senior employee by office seniority within the affected job classification shall be selected for layoff. The employee(s) holding such FTEs shall be the “affected employee(s).”

7.8b Volunteers: Simultaneous with implementing the provisions of the layoff procedure, the Employer may first seek, by a five (5) working day posting process, volunteers for layoff or voluntary resignation from among those employees who work within the same job classification as the affected employees. If there are more volunteers than affected employees, volunteers will be chosen by seniority. Employees who volunteer for layoff may opt for recall rights as described in this article at the time of layoff.

If there are no or insufficient volunteers within the affected job classification, the remaining affected employees who have received notice must choose promptly (within five [5] full working days of receipt of the Notice) among the layoff options set forth in Article 7.13.

7.8c Probationary Employees: If the number of volunteers is not sufficient to meet the announced number of necessary layoffs, and if the affected employee is a probationary employee, then that employee shall be laid off and are ineligible to select among layoff options.

7.9 VACANT POSITIONS

Any employees laid-off shall be given first preference based upon office seniority when any jobs for which they are qualified are available within the Sheriff’s Office prior to outside hiring for a period of eighteen (18) months.

7.10 SENIORITY LIST

The County shall provide a seniority list of all employees within the bargaining unit and their date of hire to the Association president at the end of each calendar year. Any unpaid leaves of thirty (30) continuous days or more which would alter the initial date of hire for purposes of seniority will be noted.

7.11 ORDER OF LAYOFF

The least senior employee within the affected job classification shall be selected for layoff. No regular employee shall be laid off while another employee in the same classification within the office is employed on a probationary, extra help or temporary basis. The hire date of probationary regular employees shall prevail over that of temporary employees. Probationary and temporary employees so displaced shall receive preference for extra help work. This provision shall apply only to the classification where the initial layoff occurs and not to the classification into which laid off employees have bumped.

7.12 COMPARABLE EMPLOYMENT

For purposes of this Article, “comparable employment”, “comparable position” or vacancy shall be defined to include the same salary pay range, same educational and experience qualifications, and FTE.

7.13 LAYOFF OPTIONS

Affected employees who have completed their probationary period shall have the following options:

7.13.a Vacant Position: On a seniority by classification basis, to assume a vacant position in the same bargaining unit, for which they are qualified. County-wide job openings will be according to the Thurston County Personnel Policies.

7.13.b Bump: Laid off employees, including bumped employees, shall be allowed to bump less senior employees in lower classifications or in classifications at the same range which the employees previously held. The bump must occur within the same bargaining unit and to positions for which they are qualified. Regular employees whose hours have been reduced below thirty (30) hours per week shall have the option of either remaining in the reduced position or bumping to a lower classification or in classifications at the same range which the employees previously held for which they are qualified in the office. Part-time regular employees shall have the option of remaining in the reduced position (if above the 20 hour threshold) or bumping to a lower classification, if so qualified. Qualified shall mean having demonstrated skills and required experience to perform the job; and in case of disputes, the final decision shall be made by the appointing official. Laid off or bumped employees do not have bumping rights to other departments.

If there is no employee in the next lower classification who is less senior than the person scheduled for layoff, that person may look progressively to the next lower classification for such bumping rights.

The employee who is bumped by the affected employee shall have the same rights under this Article.

7.13.c Recall: If the affected employee elects not to take a vacant position, elects not to bump or cannot immediately and adequately perform the functions of the job assignment in assuming a vacant or bumped position, then that employee will be placed on the recall list and will be eligible for recall under Article 7.15.

7.14 REDUCTION HOURS / FTE

An employee subject to an involuntary reduction in their FTE may elect to accept the reduction, may bump and/or may elect to be placed on recall in accordance with Article 7.13. If the reduction results in hours less than the twenty (20) hour threshold, the reduction will be considered a position elimination and the employee shall have the right to bump or recall list.

7.15 RECALL

An employee who has been laid off shall be entitled to recall rights for a period of eighteen (18) months from the effective date of his/her layoff. If a vacancy occurs in a position, employees on the recall list shall be notified of such vacancies at the employee's address on file with the Human Resource Department. The vacancy will be filled, in accordance with seniority, among current employees and those on the recall list. If employees on the recall list elect not to accept an offer to return to work in the former or a comparable position or fail to respond within seven (7) consecutive days of the offer of recall, they shall be considered to have terminated or abandoned their right to re-employment and relinquished all recall rights. If employees on the recall list elect not to accept an offer of a non-comparable position, they may retain their recall rights for the balance of their recall period.

As long as any employee remains on the recall list, the Employer shall not newly employ by hiring persons into the bargaining unit until all qualified employees holding recall rights have been offered recall, as above, to any vacant positions for which they are qualified.

It shall be the responsibility of the affected employee to provide the Employer with their current mailing address and telephone number.

A copy of the recall list shall be provided to the Association, upon request.

A person on the recall list who is re-employed in a regular position with the Employer shall serve a probationary period only for the period of probation remaining unserved at the time of the layoff.

There shall be no probationary requirement for persons returning to their former position if the initial probationary period has been completed.

Employees shall not lose seniority as a result of layoff for a period of up to eighteen (18) months; provided, however, that no seniority shall be accrued during the period of layoff, or during the time of temporary employment.

7.16 VACATION CASH OUT/ PAY

Any regular employee who is laid off (or terminated) shall be cashed out for any unused vacation benefits or comp time with their final paycheck to the extent of established maximums (per other Articles of this Agreement).

Sick leave balances at the date of layoff shall be restored upon re-employment with the Employer if the person is hired into a regular position from the re-call list. No sick leave shall accrue during the period of layoff. If a person on the re-call list is employed in a temporary position or in a regular position with an end date, the person may accrue sick leave at the same rate that would apply if it were a regular position. Only sick leave accrued during temporary employment or in a regular position with an end date may be used during temporary employment or while in a regular position with an end date. Sick leave accrued may be added to any existing sick leave balance if the person is hired into a regular position from the re-hire list.

Employees bumping to another position shall retain their old anniversary date for purposes of step increases. Persons re-hired to the same salary range shall be placed in their former step and time in step. The salary for temporary and regular positions with an end-date shall be determined by the Sheriff or designee.

All rights provided for in this layoff section are applicable during the eighteen (18) month period following the date of layoff unless specifically provided for otherwise. Nothing contained in this layoff section shall be construed to require the Employer to modify its position and classification structure in order to accommodate bumping or other re-employment rights.

7.17 UNEMPLOYMENT CLAIMS

If laid off employees apply for unemployment compensation benefits, the Employer will not contest the claim and will confirm that the employee was laid off.

ARTICLE 8 – WAGES

8.1 WAGE SCHEDULE

A. Effective January 1, 2021, the salary rates as set forth in Appendix A for 2020 shall be increased by one- and one-half percent (1.5%), for all job classifications.

Effective January 1, 2022, the salary rates as set forth in Appendix A for 2020 shall be increased by an amount equal to one-hundred percent (100%) the Seattle-Tacoma-Bellevue April 2020 to April 2021 CPI-U, with a minimum increase of one percent (1.0%) and a maximum increase of two and one-half percent (2.5%), for all job classifications.

B. The regular rate of pay for each employee will be calculated as follows, unless otherwise required by FLSA:

$$\frac{(\text{Base monthly rate} \times 12)}{2,080}$$

8.2 HIRE-IN RATES

New Hires: New regular employees shall normally be placed at Step 1 of the appropriate salary range. In instances where an applicant possesses superior qualifications and/or experience, the Board of County Commissioners or their designee may authorize the employee to start at a higher step.

Step increases shall occur on the anniversary date of the employee's time in classification.

Promotion: An employee receiving a promotion or re-classification, who would have received a step increase in their old classification within (12) months of their promotion or reclassification to a dollar amount higher than their new dollar amount shall receive a step increase at the time of promotion or re-classification. The new promotion or re-classification date would then be the date used for further step increases.

Demotion: Employees receiving a demotion will move to the same step in the new classification. (Hire date for pay purposes will be hire date in prior classification.)

Lateral: Employees moving to a new classification where the pay scale for both classifications is equal will transfer to the same step in the new classification. (Hire date for pay purposes will be hire date in prior classification.)

ARTICLE 9 - OTHER COMPENSATION

9.1 ON-CALL PAY

No employees in this bargaining unit are currently eligible for on-call pay.

9.2 CALL-BACK PAY

When employees are called in for overtime work during normal off-duty hours, vacations, weekends or holidays, they shall receive a minimum of four (4) hours work at time-and-one-half (1 ½).

9.3 ACTING SUPERVISOR & HIGHER-LEVEL DUTY PAY

Employees assigned as an acting supervisor, or temporarily assigned to a higher paid position, shall be paid an additional five percent (5%) of the hourly rate. Such assignments shall be for periods of no less than five (5) consecutive work days. The Employer will make reasonable efforts to distribute such assignments equitably amongst employees based on employee interest, skills necessary for the specific assignment, and work record. Employees who have received disciplinary action (written reprimand or higher) in the last two (2) years may not be assigned as acting supervisors.

9.4 MILEAGE REIMBURSEMENT

Employee reimbursement for County–required travel shall be as provided for by current County policy and as may be amended in the future by the Board of County Commissioners. Mileage reimbursement will be equal to the Internal Revenue Service rate.

9.5 REPLACEMENT FOR DAMAGED ITEMS

Personal items will be authorized for purposes of this section if (1) the employee has notified the County in writing that he/she intends to carry the item on duty; and (2) the County has given authorization to carry the item. The County shall act upon the matter within twenty-one (21) calendar days from the date the personal item was brought to the County’s attention. The employee shall assist the County in securing restitution or indemnification through the courts by the County.

Uniform and/or equipment items, that are seized pursuant to or in furtherance of an official investigation, that will be held for an extended period of time for forensic examination, other testing, or in evidence, and where the need for immediate replacement of these items is essential to the return to duty of the employee, will be replaced and/or provided on loan at the County’s option with items of a like type and quality meeting office specifications by the County.

9.6 EDUCATIONAL/ PERFORMANCE INCENTIVE

Employees with an applicable Bachelor’s degree from an accredited college or university will be eligible for a three percent (3%) education/performance incentive, as set forth below. Those employees with an applicable Associate’s degree from an accredited college or university will be eligible for a one percent (1%) education/performance incentive, as set forth below. This incentive will be granted to eligible employees unless the employee receives an overall unsatisfactory performance evaluation in which case the education incentive pay shall be suspended for one (1) year. After one (1) year, an overall satisfactory performance evaluation must be received in order to reinstate the education/performance incentive pay.

Completion of	3 Yrs	8 Yrs	10 Yrs	15 Yrs	20 Yrs
Performance		1%	2%	3%	4%
Associate’s Degree	1%	2%	3%	4%	5%
Bachelor’s Degree	3%	4%	5%	6%	7%

Example: A 15-year employee with an Associate’s Degree receives a 4% performance premium; without an Associate’s Degree, the employee receives 3%; with a Bachelor’s Degree, the employee receives 6%. Percentages are based on actual base salary.

In order to activate the educational incentive, employees who have an applicable degree must have their transcripts sent in a sealed envelope to the Executive Aide of the Sheriff’s Office to verify completion of their degree program. Education/performance incentives will be included in the eligible employee’s monthly paycheck.

9.7 FUNERAL EXPENSES

In the event an employee is killed in the line of duty, or dies from injuries sustained in the line of duty, the County shall pay the sum of \$10,000 toward funeral and connected expenses to his\her surviving spouse (or, if none, to his\her heirs) regardless of amounts paid from other sources.

9.8 TRAINER PAY

Trainer Pay only applies when a supervisor has authorized the pay premium and is only intended to be for work that is outside of the scope of the employee’s regularly scheduled duties. Employees assigned and scheduled to train or retrain an existing employee shall be paid an amount equal to three percent (3%) of their base for each hour worked as a trainer up to ten (10) consecutive working days. Thereafter the employee will be compensated trainer pay for the entire month. Trainer pay does not apply to orientations, tours, or working with interns.

9.9 RECLASSIFICATION

Employees who believe that their current job classification does not reflect their current duties or who believe that the nature of their duties is such that their current classification does not comport with such duties may request the County to conduct a classification review. HR shall complete such classification review within three (3) months of the date the request is made. In the event the employee is not satisfied with the results of the review the employee shall have to right to appeal the results to the Board of County Commissioners. The effective date of a reallocation resulting from an employee request for a position review is the date the request was filed with HR.

ARTICLE 10 – HOLIDAYS

10.1 HOLIDAYS

The following paid legal holidays shall be observed:

- New Year’s Day – January 1
- Martin Luther King’s Day – 3rd Monday in January
- Presidents’ Day – 3rd Monday in February
- Memorial Day – Last Monday in May
- Independence Day – July 4
- Labor Day – 1st Monday in September
- Veterans’ Day – November 11
- Thanksgiving Day – 4th Thursday in November
- Day After Thanksgiving Day – 4th Friday in November
- Christmas Day – December 25

In addition, each employee who has completed the first six months of the probationary period shall be allowed two (2) floating holidays. Provided that in the event the County designates additional paid holidays for a majority of other County employees (other than holidays contained in other

Thurston County collective bargaining agreements), then the additional holidays shall apply to members of this bargaining unit.

Long-Term Service Recognition – On January 1st of each year following attainment of their leave service anniversary date, regular employees will also receive:

- Floating Holiday (one additional) – completion of 15 years of service
- Floating Holiday (a second additional) – completion of 20 years of service
- Floating Holiday (a third additional) – completion of 25 years of service

Employees must take the floating holidays during the calendar year. If the employee timely requests to use a floating holiday and is denied by the appointing authority, the day will carryover to the next calendar year and must be used before taking a full day of vacation leave.

10.2 RELIGIOUS HOLIDAYS

Employees are entitled to two (2) unpaid holidays per calendar year for a reason of faith or conscience or an organized activity conducted under the auspices of a religious denomination, church, religious organization. Employees must use their accrued vacation, holiday leave, floating holiday(s) compensatory time, leave without pay, or make alternative work schedule arrangements. Employees must request pre-approval from their supervisors. Such requests will be granted unless the employee's absence imposes an undue hardship on the employer as defined in WAC 82-56-020 or the employee is necessary to maintain public safety.

Employees may take other additional religious holidays off with their supervisor's approval, through utilization of vacation, holiday leave, floating holiday(s) or comp time or by making alternative work schedule arrangements. In the even an employee who is not eligible to use accrued leave requests time off to observe a religious holiday, the Employer will consider approving leave without pay. Such requests shall not be unreasonably denied.

10.3 HOLIDAY OBSERVANCE

Holiday observance shall begin at 12:01 a.m. and continue for the 24-hour period of each holiday listed in Article 10.1 – Holidays.

Those employees working on a 5/2 schedule (Monday through Friday, with Saturday/ Sunday off) will follow the County day of observance for the holiday.

10.4 HOLIDAY COMPENSATION

Employees who receive the holiday as an extra day off with pay shall receive no additional holiday leave. When a holiday falls on a regularly scheduled day off, then the employee will receive an additional eight (8) , eight and a half (8 ½), nine (9) or ten (10) hours of holiday leave accrual, depending on the number of hours in the employee's normal daily work schedule. When an employee actually works on a holiday, then the employee shall receive eight (8), eight

and a half (8 ½), nine (9) or ten (10) hours of holiday leave accrual, pay for the hours worked, plus pay for additional hours equivalent to half the actual hours worked at straight time.

10.5 HOLIDAY LEAVE

Employees requesting holiday leave shall normally do so at least fifteen (15) days in advance of the date requested. Such leave shall be subject to the approval of the Sheriff or his designee based on operation and scheduling requirements of the County. Approval for dates requested shall be given to employees on a first come basis. All holiday leave not used by October 1 of each year shall be paid in full (to be included in the employees’ October 25 paychecks).

ARTICLE 11 – VACATION

11.1 VACATION ACCRUAL

Accrual of vacation time shall be as provided for herein:

	Hours per Pay Period	Hours per <u>Month</u>	Hours per <u>Year</u>
During 1 st year of service	4.50	9.00	108
During 2 nd year of service	4.84	9.67	116
During 3 rd & 4 th year of service	5.17	10.33	124
During 5 th & 6 th year of service	5.50	11.00	132
During 7 th & 8 th year of service	5.84	11.67	140
During 9 th & 10 th year of service	6.17	12.33	148
During 11 th & 12 th year of service	6.75	13.50	162
During 13 th & 14 th year of service	7.00	14.00	168
During 15 th & 16 th year of service	7.75	15.50	186
During 17 th & 18 th year of service	8.00	16.00	192
19 th year of service and beyond	8.25	16.50	198

Employees will have vacation leave taken on a scheduled eight (8), eight and a half (8 ½), nine (9) or ten (10) hour day reflected on the time sheet and then the hours taken will be charged against the vacation leave accrual.

11.2 VACATION SCHEDULING

- a. The County agrees that an employee’s request to take vacation leave credited to the employee shall normally be honored, provided that it does not interfere with workload requirements and schedules.
- b. Other factors being equal, employees with the greater seniority within the same job classification shall be given preference of vacation requests within the respective sections

involved. For vacation purposes, seniority may be exercised one (1) time per year for one (1) continuous block of time.

- c. Employees who desire to take their vacation at a specific period and time shall submit their request to the Sheriff in writing prior to December 1st for the next calendar year. Subject to modification due to workload requirements and schedules, the Sheriff will compile and publish a listing by section made up of these requests by the fifteenth (15th) of December. Employees on said list shall have priority and shall be granted vacation insofar as possible for the time stipulated on the listing. Should it be necessary for the County to cancel a previously scheduled vacation due to emergency workload requirements, the employee's vacation so canceled will be given priority for rescheduling. It is understood and agreed between the parties that all vacation leave shall be granted at the convenience of the County.

11.3 VACATION PAY

Vacation pay shall be the amount that the employee would have earned if the employee had worked their regular position during the vacation period.

If an employee is required to work during an approved leave period, the employee will be compensated at time and one-half. If the employee volunteers to work during an approved leave period, there shall be no duplication or pyramiding of hours and the employee will be deemed to have waived the use of leave hours during that twenty-four (24) hour period and will not be charged leave hours for the equivalent of the time worked.

Employees cannot receive vacation, sick leave or holiday pay simultaneously for the same days.

11.4 VACATION UPON TERMINATION

Employees may be allowed to accumulate to a maximum of four hundred and forty (440) hours, however, upon retirement or separation from County service, employees shall only be paid for a maximum of two hundred eighty (280) hours accumulated vacation leave. If a current regular employee dies the entire balance of accrued vacation shall be paid to the appropriate beneficiary, but not to exceed four hundred and forty (440) hours.

ARTICLE 12 – SICK LEAVE

12.1 SICK LEAVE ACCRUAL

Regular full-time employees shall accrue four (4) hours of sick leave for each completed pay period of service to a maximum of 1,200 hours. The four (4) hours will be a combination of “regular” sick leave and “Washington State Paid Sick Leave” (WPSL), as follows. For every 40 hours of time worked, including overtime but not including paid or unpaid leave, an employee will accrue one (1) hour of WPSL. These hours will be identified and placed into the WPSL leave bank. “Regular” sick leave accrual will be the difference between the WPSL hours earned during the pay period and four (4) hours. Employees who are on leave-without-pay for forty (40) hours or more

in a pay period will not accrue the “regular” portion of sick leave for that pay period. Sick leave accruals for regular part-time employees shall be calculated on a pro-rated basis.

During the calendar year, WPSL hours may accrue without regard to the one-thousand two-hundred (1,200) hour maximum for sick leave hours. On January 1 of each year, a maximum of forty (40) WPSL hours can be carried forward. Any WPSL in excess of forty (40) will be transferred into the employee’s regular sick leave bank, up to the 1,200 hour maximum.

References in this Agreement to “sick leave” include both regular sick and WPSL hours, unless stated otherwise, and employees may use either type of leave interchangeably or in combination for sick leave purposes.

12.2 SICK LEAVE USEAGE

Employees will have sick leave taken on a scheduled eight (8), eight and a half (8 ½), nine (9) or ten (10) hour day reflected on the time sheet and the hours taken will be charged against the sick leave accrual.

Sick leave with pay shall only be used for the following reasons:

1. In the event of illness of the employee, or illness of a member of the immediate family (as defined in Article 12.6 – Family Member)
2. Absence from work with the employee’s child’s school or place of care has been closed by order of a public official for any health-related reason; or
3. Any absence that qualified for leave under the state’s Domestic Violence Leave Act.

Normally employees shall schedule doctor and dentist appointments during off duty hours. However, when impracticable to do so, employees may utilize sick leave for doctor and dentist appointments, including those for their immediate family when the employee’s attendance is required.

The Association agrees to do all in its power to discourage any misuse of sick leave privileges and further agrees that any employee proven to have misused sick leave privileges shall be subject to disciplinary action.

Cash-Out. Employees are authorized to receive severance pay for accumulated sick leave at the rate of one-half (½) of the accumulated sick leave upon retirement after five (5) years’ service, but in no event, to exceed payment for four hundred sixty (460) hours. The severance pay shall only be paid if the employee is eligible to retire under the Public Employees Retirement System, or in the event of death of the employee.

VEBA. The County may implement a Voluntary Employee Beneficiary Association (VEBA) of its choice. In the event the County establishes a VEBA, the County will notify the Association so that its members may choose to participate. If the bargaining unit membership elects to participate in the County VEBA plan, the full sick leave severance pay, as defined above, will be rolled into the VEBA plan.

12.3 USE OF OTHER LEAVES FOR SICK LEAVE PURPOSES

The Employer may allow an employee to use other types of leave in lieu of sick leave when available sick leave has been exhausted. Such leave shall be applied in the following order:

1. comp time until exhausted;
2. holiday leave until exhausted;
3. vacation leave until exhausted; then
4. the floating holiday(s).

The floating holiday must be used in full shift increments. Exceptions to the order of other leaves used may be made to avoid the loss of the employee's holiday leave, vacation leave, or the floating holiday. In addition, an employee whose leave is covered under the FMLA may elect to reserve their comp time balance, as provided by Article 13.7.

The Employer may deny an employee's use of other leaves in lieu of sick leave if the employee has received written notice or disciplinary action for attendance problems within the last two (2) years.

12.4 DONATED/ LEAVE SHARING

The appointing official may permit an employee to receive vacation leave or comp time donated by other County employees if the appointing official finds that the employee meets all of the following criteria:

- a) the employee has a need for leave that would qualify under sick leave usage, which is of an extraordinary or severe nature and which has caused, or is likely to cause, the employee to: (1) go on leave without pay status; or (2) terminate employment; and
- b) the employee's absence and the use of shared leave are justified; and
- c) the employee has depleted or will shortly deplete his or her vacation leave and sick leave reserves, floating holiday(s), compensatory time reserve and holiday bank reserve; and
- d) the employee does not qualify for or has exhausted paid benefits under the Washington Paid Family and Medical Leave Act; and
- e) the employee has abided by rules regarding sick leave use; and
- f) the employee has been found to be ineligible for benefits under Chapter 51.32 RCW (Workers' Compensation).

The appointing official shall determine the amount of leave, if any, which an employee may receive under this Article and the time period in which the employee may receive the leave. The leave must be donated before it is used by the employee. If there is a lapse of time between the

request for leave and the approval of leave, the appointing authority may allow donated leave to be used to cover the days between the request and the approval.

An employee who has an accrued vacation leave balance of more than eighty (80) hours may transfer a specified amount of annual leave to another employee authorized to receive leave under this Article. In no event may an employee transfer an amount of leave that would result in a vacation leave balance of fewer than eighty (80) hours.

An employee who is on leave, transferred under this Article, shall continue to be classified as a regular employee and shall receive the same treatment in respect to salary, wages, and employee benefits as the employee would normally receive if using accrued sick leave.

The hours of leave transferred under this Article which remain unused shall be returned to the employee or employees who transferred the leave when the authorized period expires or the County finds that the leave is no longer needed or will not be needed at a future time in connection with the illness or injury for which the leave was transferred. To the extent administratively feasible, hours transferred shall be returned to the donor on a last donated, first returned basis.

This program provides for the transfer of vacation leave on an hour-for-hour basis. No consideration will be given to the dollar value of the leave donated.

12.5 COORDINATION –WORKER’S COMP

The County will provide a leave supplement for PERS employees injured in the line of duty when such injury is directly related to the inherent dangers associated with employment in law enforcement. The leave supplement shall go into effect when an employee becomes eligible for State Worker’s Compensation benefits and shall equal the difference between the State Worker’s Compensation monthly payment and the employee’s base monthly salary, after taking into consideration that disability income payments are exempt from federal income and Social Security taxes. This leave supplement shall continue as long as the employee is off work on either a full-time or part-time basis and is receiving Worker’s Compensation benefits, but not to exceed six (6) months. If the employee is unable to return to work after six (6) months and is still receiving Worker’s Compensation benefits, then the employee may use accrued sick leave, vacation, and compensatory time to supplement the Worker’s Compensation payment up to the employee’s base salary, again taking into consideration that disability income payments are exempt from federal income and Social Security taxes.

In no event, shall the combination of Worker’s Compensation, long-term disability benefits, and this Worker’s Compensation supplement exceed one hundred percent (100%) of the employee’s base salary.

12.6 FAMILY MEMBER

For the purpose of this Article, immediate family means any of the following:

- a) A child, including biological, adopted, or foster child, stepchild, or a child to whom the employee stands in loco parentis, is a legal guardian, or is a de facto parent, regardless of age or dependency status;
- b) A biological, adoptive, de facto, or foster parent, stepparent, or legal guardian of an employee or the employee's spouse or registered domestic partner, or a person who stood in loco parentis when the employee was a minor child;
- c) A spouse;
- d) A registered domestic partner;
- e) A grandparent;
- f) A grandchild; or
- g) A sibling.

If the Sheriff or designee finds that individual employee's circumstances warrant the use of sick leave for a person not a member of the employee's immediate family, the appointing authority may approve the use of sick leave for that circumstance.

ARTICLE 13 – LEAVES OF ABSENCE

13.1 IN GENERAL

Leaves of absence requests shall not be unreasonably denied. All leaves are to be requested in writing as far in advance as possible. Any employee who is absent from work without notification pursuant to Sheriff's Office policy for three (3) consecutive workdays will be considered to have abandoned his or her position and shall be subject to termination unless the employee can show good cause for the failure to notify.

As appropriate for the type of leave requested, paid leave accruals will be utilized prior to unpaid leave. While paid accruals are to be utilized first, the employee may retain a balance of up to eighty (80) hours of vacation leave time prior to the approval and utilization of unpaid leave for periods of pre-approved leave of absence related to a legally protected leave, such as FMLA or military leave.

Leave does not accrue nor may it be used until the first day of the following pay period (no "negative" leave use during the pay period in which it is earned).

13.2 JURY DUTY / COURT

The Sheriff shall allow regular employees any necessary paid leave (separate from vacation leave) for jury duty. The employee shall inform the Sheriff of the notification of jury duty as soon as the employee is aware of it. The employee shall keep the Sheriff informed of the time requirements of the duty. Regular employees shall pay to the County any pay received for jury duty. If it is necessary for them to utilize their private vehicle, employees may keep the mileage reimbursement for jury duty.

An employee not working a day shift who is required by law to serve on jury duty shall serve without loss of base salary and shall be assigned to a day shift from the effective date of such appearance until released by the court or during the time the employee is waiting to be impaneled. The employee shall provide a copy to the Sheriff of the notification of jury duty as soon as the employee is aware of it. The fees, exclusive of mileage, paid by the Court for jury duty that occurs during scheduled work hours shall be forwarded to the County.

The Employee shall keep the Sheriff informed of the time requirements of the duty. Employees released from jury duty or released while waiting to be impaneled after reporting for duty, shall report their status immediately to the Sheriff, or his designee, who shall determine the time and location the employee shall report for duty assignment.

The County retains the sole right to re-assign other bargaining unit personnel to the employee's normal work assignment while the employee is on jury duty, or call in extra help, so the release of the employee without loss of pay does not result in additional cost to the County.

13.3 MILITARY LEAVE

Military leave shall be granted in accordance with applicable law. Pursuant to RCW 38.40.060, employees shall be allowed up to twenty-one (21) working days of paid military leave per year (October 1 through September 30).

13.4 BEREAVEMENT

In the event of a death in the employee's immediate family (as defined in Article 12.6), a regular employee (including probationary) and non-regular employees, shall be granted up to:

Three (3) working days' bereavement leave with pay as determined by the employee's regular schedule. Two (2) additional days of bereavement leave may be authorized by the Sheriff or designee due to reasons of travel distance (defined as in excess of two hundred fifty (250) miles each way).

The Sheriff or designee, at his or her discretion, may direct an employee to take additional sick leave due to a death in the family. If the Sheriff or designee finds that individual employee's circumstances warrant the use of bereavement leave for a person not a member of the employee's immediate family, the Sheriff or designee may approve use of bereavement leave.

13.5 MAINTENANCE OF SENIORITY

During unpaid leave, an eligible regular employee shall maintain accrued leave, but shall not accrue any additional leave, consistent with Article 13.1, nor accrue seniority (while on unpaid leave of thirty (30) continuous days or more), consistent with Article 7.1. The Employer shall adjust the employee's anniversary date to reflect any period of unpaid leave of thirty (30) continuous days or more. Seniority shall continue to accrue and the employee's anniversary date shall not be adjusted for periods of protected leave, such as FMLA or military leave.

13.6 PERSONAL / UNPAID

Leave of absence without pay may be granted by the appointing authority upon written application by a regular employee. Such leave without pay may be granted for a period not to exceed six (6) months. Requests for periods of unpaid leave in excess of six (6) months may be made to the Sheriff or designee. The request shall specify the dates of the leave. The Employer shall be allowed to fill the position temporarily with the understanding that the employee may return and the temporary hire will be displaced. Employees on leave without pay shall be allowed to continue insurance coverage for a period of six months through the Employer's plan by paying the premium. For insurance coverage beyond the six months, employees should contact the Employer to determine availability of insurance coverage.

As appropriate for the type of leave requested, paid leave accruals will be utilized prior to unpaid leave. While paid accruals are to be utilized first, the employee may retain a balance of up to eighty (80) hours of vacation time prior to the approval and utilization of unpaid leave for periods of legally protected leaves such as FMLA or military leave.

13.7 FAMILY LEAVE – FMLA

The Employer will grant family medical leave consistent with state and federal laws and the provisions set forth in this agreement.

Employees are eligible for family medical leave upon completion of one (1) year of employment with the Employer and have worked at least 1250 hours during the prior twelve (12) months.

Eligible employees will be provided family medical leave for any one, or a combination, of the following reasons:

13.7.a Up to twelve (12) weeks of leave per calendar year:

- For the birth or adoption of a child or placement of a foster child;
- To care for an immediate family member with a serious health condition. For the purposes of this subsection, the definition of “immediate family” will be found in Article 12, Sick Leave;
- When the employee is unable to work due to a serious health condition;
- For any qualifying exigency when a spouse, son, daughter or parent is on active duty or called to active duty status as a member of the National Guard or Reserves in support of a contingency operation.

13.7.b Up to twenty-six (26) weeks of military caregiver leave in a single twelve (12) month period:

- To care for a spouse, son, daughter, parent or nearest blood relative who is a military service member with a serious illness or injury sustained in the line of duty. Leave used to care for an injured or ill military service member, when

combined with other FMLA-qualifying reasons, may not exceed a total of twenty-six (26) weeks in a single twelve (12) month period.

The Employer shall maintain the employee's health benefits during this leave. If the employee fails to return from leave for any other reason, the Employer may recover from the employee the insurance premiums paid during any period of unpaid leave.

If a leave qualifies under both federal and state law, the leave shall run concurrently. Ordinarily, the employee must provide thirty (30) days written advance notice to the Employer when the leave is foreseeable. The employee should report qualifying events as soon as known and practicable.

The combination of FMLA and other types of leave(s) is not precluded and, in fact, leave utilizations are to be concurrent, with the intent that appropriate paid accruals are to be utilized first, consistent with other Articles of this Agreement. Upon the employee's election, any accrued comp time may be utilized prior to any period of unpaid leave.

While paid accruals are to be utilized first and concurrently, the employee may retain a balance of up to eighty (80) hours of vacation leave time prior to the utilization of unpaid leave (for purposes of pre-approved leaves of absence).

13.8 MATERNITY LEAVE

Consistent with WAC 162-30-020(4), the Employer will grant a leave of absence for the period of temporary disability because of pregnancy or childbirth.

This leave provides female employees with the right to leave of absence during the disability phase of pregnancy and childbirth. There is no eligibility requirement, however the employer has no obligation to pay for health insurance benefits while on this leave (unless utilized concurrent with FMLA).

Leave for temporary disability due to pregnancy or childbirth will be medically verifiable. There is no limit to the length of the disability phase, except for the right for medical verification and the right of second opinion at the employer's expense. At the end of the disability leave, the employee is entitled to return to the same job or a similar job of at least the same pay. Employees must use their accrued paid vacation and sick leave, if any, during the leave period and, at their election, any accrued comp time. Once this paid leave is exhausted, the employee's leave may be switched over to unpaid leave.

13.9 WASHINGTON PAID FAMILY AND MEDICAL LEAVE

The parties will participate in the Washington Paid Family & Medical Leave (WAPFML) program described in RCW 50A.05. The Employer shall pay the monthly premiums specified under the law. The following will apply to employees who receive WAPFML benefits:

1. Employees must notify the Employer of the need for leave. Thirty (30) days' written notice in advance of the absence is required for foreseeable leave, or as soon as practicable when the leave is unforeseeable.
2. When WAPFML and FMLA both apply, the following requirement in Article 13.1 will **not** apply: *“As appropriate for the type of leave requested, paid leave accruals will be utilized prior to unpaid leave. While paid accruals are to be utilized first during periods of pre-approved leaves of absence related to a legally protected leave, such as FMLA or military leave, the employee may retain a balance of up to eighty (80) hours of vacation time prior to the approval and utilization of unpaid leave.”* Employees receiving WAPFML benefits may retain their entire accrued leave balance.
3. The rules for WAPFML benefits are established by the Washington State Employment Security Department. The parties agree to abide by the eligibility requirements, application process, and other requirements established by ESD. Further information can be found at <https://paidleave.wa.gov/>.

13.10 INCLEMENT WEATHER

This Section shall apply to inclement weather, adverse natural conditions or other unusual situations and provides for:

13.10.a When the Work Site Remains Open: When a regular employee's normal work site remains open during inclement weather, the following rules apply:

1. The day will be a normal workday.
2. The appointing authority will require employees who do not report to work, who report late to work or who leave early on their own initiative to use accrued leave or compensatory time or take leave without pay for the time that they are absent. Employees may not use sick leave.
3. The amount of leave taken shall be based on the amount of time that the employee is absent from their normal workday.
4. The employee must give notice of intended absence and type of leave requested according to normal procedures.

13.10.b When the Work Site is Closed for Non-Essential Personnel as Defined by PERC: When the closure of their normal work site prevents a regular employee from working, the following rules apply for up to the first five days of the closure:

1. Employees planning to work that day and prevented from doing so by the closure are not required to take leave.
2. Employees who report to work late or leave early due to the closure or due to direction from their appointing authority are not required to take leave.
3. An employee who has pre-scheduled leave whose absence is unconnected with the closure of the work site shall take the time off as planned. The County shall not adjust the leave due to the work site closure.
4. The appointing authority may require an employee to work even though their work site is closed. If the appointing authority finds that the required work creates an undue hardship for the employee, the appointing authority may allow an employee required to work to take the time worked off at a

later mutually convenient time. Legal Assistants assigned to Warrants and Civil who are required to report to work when the courts are open shall receive the leave provided herein to be utilized at a later mutually convenient time.

5. In cases where the closure lasts beyond five (5) working days, the Board of County Commissioners will determine what rules will govern. In extended closure situations, employees may be required to report to alternate work sites and may be assigned temporary duties in response to the extended closure.

13.11 CONTINUITY OF OPERATIONS

Employees are expected to be available during emergency situations of a catastrophic nature (for example, pandemic flu) to help maintain certain essential functions that support Thurston County's infrastructure and service level. The County will make every effort to provide assistance to employees and their families to facilitate this reporting requirement. In such an event, the Sheriff's Office has the authority to reassign staff to critical services within their competency level, irrespective of bargaining unit status.

Employees temporarily reassigned during an emergency of this nature will receive out of class pay if assigned to perform duties within a higher classification. Employees assigned to perform duties within a lower classification will remain at their current salary and benefit levels.

ARTICLE 14 – HEALTH & WELFARE

14.1 MAINTENANCE OF BENEFIT

Full premiums for employee coverage shall be paid by the County for medical, dental, basic life, vision, and long-term disability insurance under the County's standard insurance plans.

A basic medical plan(s) shall be established by the County. A minimum of one (1) additional medical plan will also be offered by the County, which shall be optional for employees. The County shall also maintain basic Dental, Life and Long-Term Disability plans for employees.

14.2 HEALTH INSURANCE

Prior to open enrollment each year, the Employer shall designate which plan(s) shall be the standard plan(s) for the following year.

The Employer shall pay full premiums for employee coverage for medical, dental, vision, life and long term disability under the County's standard insurance plans.

The County shall pay up to eighty-five percent (85%) of the actual dependent premium toward dependent medical, dental and vision coverage under the insurance plans. In no event will the

dollar amount paid by the County for dependent medical coverage exceed the amount payable under the plan designated as the standard plan by the County.

The County shall continue to provide basic life insurance at current levels, with the County paying one hundred percent (100%) of the employee's life insurance and the employee paying one hundred percent (100%) of dependent life insurance.

14.3 SECTION 125 PLAN

The Employer participates in a special program under the provisions of IRS Section 125. Employees may voluntarily elect to participate in the reimbursement program to pay medical or dependent care expenses with pre-tax dollars. The Employer makes no contribution, makes no assurance of ongoing participation and assumes no liability for claims or benefits.

14.4 RETIREMENT

The Employer agrees to continue to participate in Public Employees Retirement System and to provide a Deferred Compensation Program.

14.5 LIABILITY INSURANCE

The County will continue to provide liability coverage relating to liability which may arise from official duties in which an employee may engage, while acting within his/her lawful scope of employment as a Thurston County law enforcement employee. Whenever possible, the County will notify the Association, in writing, prior to any changes in this coverage.

In cases of civil actions brought against employees while acting within the scope of County employment, legal representation by the County and payment of judgments shall be consistent with the policy established in Thurston County Resolution #9394.

In cases of criminal actions brought against an employee while acting within the scope of County employment, or in the event an employee is required to participate in a Coroner's inquest relating to the employee's official duties, then the employee may request representation by the County. The Prosecuting Attorney's Office shall review the request and provide a recommendation to the Board of County Commissioners. The Board of County Commissioners shall provide such representation at County expense if the employee's conduct was fully in accordance with established written rules and procedures, and the employee was acting in good faith and within the scope of employment. If at any time during the defense of an action authorized under this paragraph, the employee fails to cooperate with the Prosecuting Attorney's Office or other attorney retained by the County, or new evidence indicates that the employee was not acting according to established written rules or procedures, or in good faith, or within the scope of employment, the County may withdraw legal defense upon written notification to the employee and the Association.

ARTICLE 15 – TRAINING

15.1 TRAINING

The Association and the County recognize the importance of training in promoting employee efficiency, job satisfaction and safety. It is, therefore, agreed that the County may require an employee to attend up to twenty (20) hours of in-house or satellite training during the calendar year on off-duty time. Off-duty time shall mean regular days off, vacation, compensatory time leave, holiday time, or after the completion of the regular work shift. Compensation for such off-duty training shall be at the standard straight time hourly rate of pay unless such training time results in work hours in excess of that allowed under the Fair Labor Standards Act, in which case those hours in excess of the allowable FLSA hours shall be paid at the overtime rate.

15.2 TRAINING REIMBURSEMENT

The hours intended to be compensated and the reimbursement for travel and expenses should be established between the employee and the respective supervisor prior to the training. If not otherwise established, reimbursement and compensable hours shall be in accordance with current FLSA guidelines.

Travel costs for mileage, meals and lodging shall be reimbursed in conformance with current Employer policy.

ARTICLE 16 – LABOR / MANAGEMENT COMMITTEE

16.1 PURPOSE OF COMMITTEE

Labor-Management Relations: It is hereby agreed by the parties signatory hereto that it has been, and will continue to be, in their best interests to promote and encourage areas of understanding and cooperation in labor-management relations; promote efficiency and responsibility in the performance of the work and the accomplishment of the public purposes of Thurston County; to promote procedures and methods to promptly and fairly adjust differences, misunderstandings and disputes; to promote reasonable and fair working conditions; and to encourage an environment of good will and harmony between the County and employees for the benefit of all.

Labor-Management Committee: This section creates an open communication procedure for the purpose of mutual problem-solving, planning and initiating discussions regarding matters of general concern to employees of the Sheriff's Office as opposed to grievances. It is understood that any matter which has been made the subject of a formal grievance under the terms of this labor agreement shall be excluded from consideration by the labor-management committee under this procedure. It is further understood that the work of the parties under this communications procedure shall in no way add to, subtract from, alter or amend the labor agreement.

Either the employees or the County may initiate discussions or request that a Labor-Management meeting be scheduled on subjects of a general nature affecting the employees of the Sheriff's Office. The coordinators of the communication procedure will be the Association President (or his/her designee) and the Sheriff (or his designee). The make-up of the committee shall be determined at the time the parties agree to initiate discussions regarding a particular subject or matter. One Association representative shall be considered on-duty during these meetings and shall not lose time or pay and benefits for time spent in these meetings. The Association is encouraged to request and schedule a Labor/Management committee meeting following ratification of this Agreement to develop a mutually agreeable format and practices for the committee.

16.2 COMPOSITION OF COMMITTEE

The Labor/Management committee shall be composed of representatives of the Employer and of the Association. Said employees shall be allowed to attend the Labor/Management meetings. Said committee shall attempt to meet for the purpose of discussing and facilitating the resolution of issues which may arise between the parties other than those for which another procedure is provided by law or other provisions of this Agreement.

16.3 COMPENSATION

All meeting time spent by members of the joint Labor/Management Committee will be considered time worked if during duty hours and will be paid at the appropriate regular rate of pay.

ARTICLE 17 – HEALTH & SAFETY

17.1 SAFE WORKPLACE

The Employer is responsible for maintaining a safe and healthful workplace. The Employer shall comply with all federal, state, and local laws applicable to the safety and health of its employees.

Employees shall not be required to perform work if they have a reasonable basis for believing the assignment would constitute a danger to their health and safety. The employee shall immediately contact a supervisor who shall make a final determination with regard to safety.

All on-the-job injuries, no matter how slight, must be reported. Employees must immediately notify their supervisor if they are unable to work because of a work-related injury or illness.

17.2 HEALTH & SAFETY PLAN

The Employer shall develop and follow written policies and procedures to deal with on-the-job safety and shall conduct an ongoing site specific safety and security plans in conformance with state and federal laws.

17.3 DRUG FREE WORKPLACE

Section 1. Statement of Principles. The County, Association and the employees it represents recognize that the use of drugs and alcohol which adversely affects job performance in any way constitutes a serious threat to the health and safety of the public, to the safety of fellow employees and to the efficient operations of the Sheriff's Office.

Section 2. Prohibited Drugs and Substance. Employees are hereby informed that drugs or substances that are prohibited by the County include:

- a. all illegal drugs under either Federal or State law;
- b. all prescription drugs for which the employee does not have a prescription
- c. the use of alcohol or other substances in a manner that has adverse affects on an employee's job performance

Section 3. Preconditions to Drug Testing. Before any employee may be tested for drugs or substances, the County's decision to do so must be based on the following:

- a. Reasonable suspicion based upon objective facts and inferences drawn therefrom that an employee is engaging in the use of any prohibited drugs or substances or abuse of alcohol; or
- b. The agreement of the County, the Association and the employee to test that employee at unspecified intervals to ensure a previous problem of substance abuse has been arrested.

Section 4. Testing Mechanisms. Drug testing mechanisms may include the radioimmunoassay (RIA) method, the thin layer chromatography (TLC) method or other methods or techniques recognized by authorities as reasonable and reliable. If an employee tests positive based on these methods, the test shall be confirmed by gas chromatography/mass spectrometry (GS/MS) test. Drug testing shall normally be based upon urinalysis unless good cause exists for another basis for testing. Testing for alcohol or other substances may be performed by recognized methods or techniques (e.g. blood testing, breathalyzer, etc.).

Section 5. Smoke Free Workplace Policy. Smoking is prohibited by all employees in the work place occupied by the Sheriff's Office. Smoking is prohibited in all county owned vehicles.

17.4 WORK PLACE VIOLENCE

The Employer is committed to employee health and safety. Workplace violence, including threats of violence by or against a County employee, will not be tolerated and should be immediately reported whether or not physical injury occurs.

ARTICLE 18 – GRIEVANCE PROCEDURE

18.1 GRIEVANCE DEFINED

A grievance is defined as an alleged violation involving the application, meaning, or interpretation of the terms of this Agreement. Employees shall be safe from restraint, interference, discrimination or reprisal in the grievance process.

Crucial to the cooperative spirit with which this Agreement is made between the Association and the Employer is the sense of fairness and justice brought by the parties to the adjudication of employee grievances.

This Grievance Procedure does not preclude and, in fact, encourages the employee to attempt to discuss or resolve a dispute or complaint prior to the filing of a formal grievance. Further, in instances where a grievance is filed, it is the intent of both parties that grievances shall be settled and remedied at the lowest possible step and that all procedures set forth herein shall be complied with as expeditiously as possible.

18.2 COMPUTATION OF TIME AND SERVICE OF GRIEVANCES

The time limits in this Article must be adhered to unless mutually modified in writing. Days are business days, (i.e. Monday through Friday) and will be counted by excluding the first day and including the last day of timelines. When the last falls on a Saturday, Sunday or holiday, the last day will be the next day which is not a Saturday, Sunday, or holiday. Transmittal of grievances and responses will be in writing and timelines will apply to the date of receipt, not the date of postmarking.

A grievance and a response to a grievance may be sent by electronic mail (E-mail). The date and time of service shall be the date and time the email is sent. In the event the email is “rejected” by the County or Association’s email system due to file size or other restrictions which results in the party’s failure to meet a timeline, the party will immediately advise the other party of the rejection by sending a second email (without attachments) and immediately notify the intended recipient of the rejection. Such notice may be by telephone and may include leaving a voice mail message or text message for the intended recipient. The party then must deliver the grievance or response together with proof the grievance or response was rejected no later than noon the following business day. No changes may be made to the grievance or response after the deadline for service.

18.3 GRIEVANCE PROCEDURE

Step 1 When an employee or the Association believe their rights and privileges under this Agreement have been violated, the employee shall consult with an Association Representative. The aggrieved employee and the Association Representative shall, within ten (10) days of the date the grievance event occurred (or the date the employee or the Association knew or should have known about the grievable event) present the facts in writing to the Supervisor. Within five (5) days thereafter, the

Supervisor shall submit their answer to the Association Representative and the aggrieved employee in writing. In the event of a pay related issue or dispute, the grievance procedure time frames will begin at the time the grievant is informed of the action in writing by the appropriate supervisor, or the paycheck in question is received by the grievant, whichever comes first.

Step 2 Should the Association decide the answer of the Supervisor is unsatisfactory, the Association shall within five (5) days submit the facts of the grievance, in writing, to the Sheriff. The parties shall arrange for a meeting between the Association Representative and the Sheriff within five (5) days for discussion and/or negotiation of the issue. The Sheriff shall respond in writing with a decision within five (5) days of the meeting.

Step 3 If a matter based solely on wages or wage-related benefits is still not settled satisfactorily at either Step 1 or Step 2, within ten (10) days of the Sheriff's written decision, the written grievance shall be submitted to the Board of County Commissioners. The County Commissioners, or their designee, shall review the grievance within twenty (20) days and shall respond with a decision in writing to the Association within ten (10) days of their review.

If a matter is not based solely on wages or wage-related benefits, such as, but not limited to, grievances concerning working conditions or discipline, the matter shall bypass Step 3 and be submitted, within ten (10) days of the Sheriff's Step 2 decision, to Step 4.

Step 4 If the matter is still not resolved at the above steps, the grievance shall be submitted, in writing, within twenty (20) days, by either party, to an arbitrator. The arbitrator shall be: (1) as agreed by the parties; (2) a PERC staff member if the parties so agree; or (3) selected from a list of seven (7) Oregon and/or Washington arbitrators provided by the Public Employment Relations Commission (PERC) in response to a written request for same by either of the parties in the event the arbitrator cannot be selected using methods (1) or (2). The parties shall alternately strike one (1) name from the list, until only one (1) name is left. If order of strike is not agreed upon, the first strike shall be determined by a flip of a coin.

The losing party, as determined by the arbitrator, shall pay the arbitrator's fees. Each party shall be responsible for compensating its own witnesses and representatives.

The decision of the arbitrator shall be final and binding upon the parties to the grievance, provided the arbitrator shall have no power to add to, subtract from or otherwise modify or amend any terms of this Agreement.

Any time limit identified in this grievance procedure may be waived upon mutual written agreement of the parties.

Disciplinary actions grievable under the terms of this contract shall only be subject to arbitration. No disciplinary action grievable under the terms of the contract may be appealed to the Civil Service Commission.

18.4 EMPLOYER GRIEVANCE

The Employer may initiate a grievance at Step 2 if the grievance is submitted in writing within ten (10) business days from the date the employer became aware or reasonably should have known that the grievance existed. The employer may not grieve the acts of individual employees, but rather, only orchestrated acts or actions of authorized representatives believed to be in conflict with this Agreement. Such grievances are not eligible for Step 4.

Such grievances may be referred to mediation services by mutual agreement.

18.5 SCHEDULE OF MEETINGS

Upon request, and without unnecessary delay, an Association representative's immediate supervisor or designee shall allow the representative during normal work hours without loss of pay, reasonable time to:

1. Investigate any grievance or dispute, consistent with Article 5.4, so that same can be properly presented in accordance with the grievance procedure.
2. Attend meetings with the Employer representatives when such meetings are necessary to adjust grievances or disputes. Meetings with designated personnel will be by appointment and held without delay when possible.
3. Confer with a staff representative of the Association and/or employees on Employer premises, at such time and places as may be authorized by the Sheriff or designee in advance of the intended meetings.

The Employer shall not be obligated to provide coverage immediately if the use of overtime is the only means of providing that coverage.

ARTICLE 19 – NO STRIKE / NO LOCKOUT

The Association and its members, as individuals or as a group, will not initiate, cause, permit or participate or join in any strike, work stoppage or slowdown, picketing or any other restriction of work at any location in the County. Employees in the bargaining unit, while acting in the course of their employment, shall not honor any picket line established in the County by the Association or any other labor organization when called upon to cross such picket line in the line of duty. Disciplinary action, including discharge, may be taken by the County against any employee or employees engaged in a violation of this Article. Such disciplinary action may be undertaken selectively at the option of the County and shall not preclude or restrict recourse to any other remedies, including an action for damages, which may be available to the County.

In the event of a strike, work stoppage, slowdown, picketing, observance of a picket line or other restriction of work in any form, either on the basis of individual choice or collective employee conduct, the Association will, within one (1) hour of notification by the County, attempt to secure an orderly return to work within two (2) hours of such notification. This obligation and the obligations set forth in Section 1 above shall not be affected or limited by the subject matter involved in the dispute giving rise to the stoppage or by whether such subject matter is or is not subject to the grievance and arbitration provisions of this agreement.

ARTICLE 20 – MANAGEMENT RIGHTS & RESPONSIBILITIES

20.1 MANAGEMENT RIGHTS AND RESPONSIBILITIES

- A. It is understood and agreed by the parties that the County possesses the sole right to operate the Sheriff’s Office so as to carry out the statutory mandate, mission and/or goals assigned to the Sheriff’s Office, and that all County rights repose in the County; however, such rights must be exercised consistent with the provisions of this agreement and the County’s obligation to bargain under the Public Employees Collective Bargaining Act, RCW 41.56. These County rights include, but are not limited to the following:
1. To utilize personnel, methods, and means in the most appropriate and efficient manner possible.
 2. To manage and direct the employees of the Sheriff’s Office.
 3. To hire, promote, transfer, assign, train, evaluate and retain employees in positions within the Sheriff’s Office.
 4. To establish work rules and rules of conduct.
 5. To suspend, demote, discharge or take other appropriate disciplinary action against employees for cause in accordance with the standards as provided in the Sheriff’s Office Policy and Procedures Manual. Discipline shall continue to be subject to the grievance procedure of this Agreement.
 6. To determine the size and composition of the work force and to lay off employees in the event of lack of work or funds.
 7. To determine the mission of the Sheriff’s Office and the methods and means necessary to efficiently fulfill that mission.
- b. The County and Association agree that the above statement of management rights is for illustrative purposes only and is not to be construed as restrictive or interpreted so as to exclude those prerogatives not mentioned which are inherent to the County.

- c. It is agreed and understood that the rights enumerated above are not appropriate for formal negotiation during the life of this agreement, but does not preclude the Association from seeking review of the exercise of these rights in a particular case in discussion with the Sheriff or his designee.

ARTICLE 21 – GENERAL PROVISIONS

21.1 CONFLICT WITH LAWS

It is understood and agreed by the parties that this agreement is subject to all applicable existing or future laws or regulations of the state of Washington (as amended from time to time). Wherever there is a conflict between the provisions of this agreement and any applicable law, the provisions of the law shall govern.

Where the Civil Service Rules are silent or in conflict with the provisions of this Agreement, the Collective Bargaining Agreement shall govern.

The parties agree to immediately negotiate a substitute, if possible, for the invalidated section or portion thereof.

ARTICLE 22 – LIFE OF AGREEMENT

22.1 LIFE OF AGREEMENT

This Agreement shall be effective as of the first day of January 2021 and shall remain in full force and effect until the 31st day of December 2022.

SIGNATURES:

Association: DATED this 7 day of April, 2021

Employer: DATED this 5 day of April, 2021

SIGNED FOR THE ASSOCIATION:




Chairperson, TCDSA Admin Support



TCDSA Attorney



Lesa A. Pickett



Kylie WOO

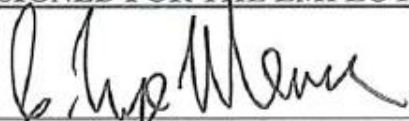


WFA DRACOBLY



Kaye Snyder

SIGNED FOR THE EMPLOYER:



Thurston County Commissioner



Thurston County Commissioner



Thurston County Commissioner



Thurston County Sheriff



Human Resources Director

Appendix A

Job Classifications

Range 08	Financial Operations Assistant Legal Assistant
Range 11	Legal Assistant Supervisor Bureau Staff Assistant
Range 12	Crime Analyst
Range 16	Accounting Manager

Appendix B – Wages



**Sheriff Admin Support Staff
MONTHLY SALARY**

**2021
admin**

effective 01/01/2021 -- 1.5% COLA

Title	Range	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7
5110 Financial Operations Assistant 5221 Legal Assistant	08	4,203	4,329	4,459	4,593	4,731	4,873	5,116
5219 Bureau Staff Assistant 5222 Legal Assistant Supervisor	11	4,866	5,012	5,162	5,317	5,476	5,641	5,923
5233 Crime Analyst	12	5,109	5,262	5,420	5,583	5,750	5,923	6,219
5111 Accounting Manager	16	6,210	6,396	6,588	6,786	6,989	7,199	7,559

**Memorandum of Understanding
By and Between
Thurston County,
The Thurston County Sheriff's Office, and
The Deputy Sheriff's Association Administrative Support Staff Unit**

RE: Compensatory Time Cash-Out for Implementation of New Payroll System


Negotiations of the successor to the 2018-2019 collective bargaining agreement between the above listed parties included discussion of the up-coming implementation of a new payroll system. To facilitate implementation, the parties agreed to a temporary modification to Article 5.5, allowing a special cash-outs of accrued compensatory time. The agreement is as follows:

- A. *On March 1, 2021, the County will cash out any employee's accrued compensatory time balance of less than eight hours. After the existing balance (as of March 1, 2021) is cashed out, employees may again accrue compensatory time.*
- B. *Employees with balances greater than eight hours will be notified of their compensatory time balances and encouraged but not required to use their balances as leave.*
- C. *Prior to implementation of the new payroll system, all employees, including those subject to paragraph A, above, will receive at least ninety (90) days advance notice that any remaining compensatory time balances will be cashed out. This cash-out is required to facilitate implementation of the new payroll system.*
- D. *Upon cashing out of compensatory time balances, the employees will immediately be allowed to accrue compensatory time as provided by the provisions of Article 5.5.*

By the signatures below, the parties acknowledge their understanding and acceptance of this agreement.

Signed and dated this 12 day of April, 2021.

For the County:



Maria Aponte, Director
Human Resources

For the Association:



Elizabeth Donovan, Vice-President

For the Sheriff's Office:



Ray Brady, Undersheriff



James David, Association Attorney

**Memorandum of Understanding
By and Between
Thurston County,
The Thurston County Sheriff's Office, and
The Deputy Sheriff's Association Administrative Support Staff Unit**

RE: 2021-2022 Classification and Market Review

During negotiations of the 2021-2022 Collective Bargaining Agreement, the parties discussed the shared need to update the job classifications and market data for the Sheriff's Administrative Support Staff. To resolve this need and allow a timely settlement of the collective bargaining agreement, the parties reached the following agreement:

Agreement:

1. The parties will work together to conduct a classification and market review for the following job classifications:
 - a. Financial Operations Assistant
 - b. Legal Assistant
 - c. Bureau Staff Assistant
 - d. Crime Analyst
2. The classification reviews will be conducted in collaboration between the parties with oversight by the Civil Service Chief Examiner, to ensure consistency with the Civil Service Rules. The parties understand that revisions to the job classifications are subject to approval of the Civil Service Commission (CSC). The parties also understand the CSC has the discretion to approve, deny, or modify any proposed changes.
3. Following adoption by the CSC of the revised classifications, market reviews will be conducted by Human Resources with assistance and input from the Association. Thurston County's "Compensation Methodology" will provide the framework for the market reviews. The methodology includes a list of comparable jurisdictions to be considered, as well as the inclusion of internal comparisons, when available.
4. Once market reviews are completed, both parties may use the findings to support their position during negotiations of the successor to the 2021-2022 collective bargaining agreement. The parties agree that the exclusive remedy for unresolved disputes over the findings is the collective bargaining process.
5. If the market review provides sufficient and timely evidence in support of a pay increase for any classification, Human Resources will recommend that the Thurston County Sheriff's Office request the increase be incorporated into the 2022 Fiscal Year budget (FY 2022) request. In addition, Human Resources and the Sheriff's Office will notify the Board of County Commissioners of this Memorandum of Understanding, keep the Board

apprised of developments and progress such as indications that a budget request is likely or forthcoming, and support any such budget requests to the Board.

6. An ad hoc Labor-Management Committee (LMC) will be established to foster discussion and review progress on the classification and market reviews. To minimize impacts on operations, participation will be limited to 2 representatives each from Human Resources, the Sheriff's Office, and the Association (6 total). Additional subject matter experts may be invited by mutual agreement, as needed. Meetings will be scheduled according to the schedule in Section 7, until the work is completed, impasse is reached, or negotiations for the successor agreement begin (approximately September 2022). The parties may mutually agree to deviate from this schedule.
7. The parties intend that any changes in classifications and wages, as a result of sections 1-6 above, be completed with sufficient time to be presented as part of the Sheriff's budget for 2022. To facilitate this, the parties will act in good faith to meet the following timetable:
 - a. Comprehensive review and updates of job classifications/job descriptions – due March 31, 2021.

During this phase, the ad hoc LMC will meet at least once every two weeks, unless mutually agreed otherwise. The LMC will:

- i. Review draft job classifications/job descriptions;
- ii. Update job classifications based on actual work assigned to positions;
- iii. Exchange information and details of job descriptions;
- iv. Share and discuss project progress; and
- v. Reach agreement on the final job classifications that will be submitted to the Chief Examiner and Civil Service Commission.

- b. Presentation for approval to Civil Service Commission – April 2021.
- c. Market study on positions to be updated – due May 31, 2021.

During this phase, the ad hoc LMC will meet at least once every two weeks, unless mutually agreed otherwise. The LMC will:

- i. Discuss comparable job classifications available from the comparable jurisdictions, including comparables internal to Thurston County, to identify the best matches;
- ii. Research and verify wage details; and
- iii. Discuss findings and potential recommendations.


- d. Joint presentation by the LMC to the Director of Human Resources and the Sheriff, including budget recommendations, if any – deadline June 30, 2021.
- e. Presentation to the Board of County Commissioners via the budget adoption process. The presentation will be made by the Sheriff's Office based on Human

Resource's recommendation – deadline is determined by the Board of County Commissioners (probably August 2021).

8. In the event the above timeline is not met but evidence from the market studies support a wage increase for one or more job classifications, the parties agree to reopen Article 8 for the sole purpose of negotiating the market-based wage increase(s). Implementation of increases negotiated under this provision will be effective no earlier than January 1, 2022. In no event will this Section result in the renegotiation of the agreed upon cost of living increase for 2021 (1% - 2.5%, based on 100% of the April 2020-April 2021 CPI-U for Seattle-Tacoma-Bellevue).
9. The lead contacts for each party for the purpose of scheduling and reporting will be:
 - a. Elizabeth Donovan, Association
 - b. Jeff DeHan, Sheriff's Office
 - c. Debbie Brookman, Human Resources

By their signatures below the parties certify their understanding and acceptance of this agreement.

For the Association:



Elizabeth Donovan, Vice-President

4/7/2021
Date



Jim David, Association Attorney

April 8, 2021
Date

For the Sheriff's Office:



Ray Brady, Undersheriff

4/7/2021
Date

For the County:



Debbie Brookman, Labor Relations
Human Resources

4/14/2021
Date