

# COLLECTIVE BARGAINING AGREEMENT

by and between

THURSTON COUNTY

AND

THURSTON COUNTY SHERIFF'S OFFICE  
CAPTAINS' ASSOCIATION

2022 - 2024



# THURSTON COUNTY CAPTAIN'S ASSOCIATION WORKING AGREEMENT

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# WORKING AGREEMENT

## **PREAMBLE**

It is the purpose of this agreement to achieve and maintain harmonious relations between the Employer and the Captains' Association; to provide for equitable conditions of work and to establish proper standards of wages and hours and to mutually strive to achieve peaceful adjustment to any difference which may arise.

The Employer and the employees will join in the full spirit of professional ethics and maximum effort to assist the Sheriff in building a highly qualified and respected law enforcement agency.



## **ARTICLE 1 - RECOGNITION**

### **1.1 RECOGNITION**

The County recognizes the Association as the sole and exclusive bargaining agent relative to wages, hours and working conditions for all full time and regular part-time employees of the Thurston County Sheriff's Department in the classification of Captain but excluding those employees represented by other labor contracts, confidential employees, and all others.

It is mutually agreed that it is the intent of the parties to include in the bargaining unit any newly promoted command staff Captain.

### **1.2 NEW CLASSIFICATIONS**

The salary for new classifications in this bargaining unit 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 the initiation fee and 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 select new employees and the Association agrees to accept employees as members without discrimination as defined by 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 department by the fifteenth (15th) day of the month to be recognized as effective for that month. The County will transmit to the 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 administration or implementation of this article, including, but not limited to, any actions or omissions of the Employer taken in reliance on information from the Association or language of an Association provided deduction authorization card.

## **2.3 BARGAINING UNIT ROSTER**

**List of Officers:** The Association agrees to supply the Employer with lists of officers of the Association and representatives and to keep such lists current.

**Association Members:** The Employer shall provide the Association with a roster of employees covered by this Agreement upon request. The roster shall include name, address, salary, job title, hire date and termination date.

## **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.

# **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. Each representative will be expected to perform his duties as a representative of the Association on his 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 CONTRACT DISTRIBUTION**

The County will make electronic copies of the contract available on its websites. Hard copies of the agreement may be distributed by the Association.

### **3.5 NEGOTIATIONS RELEASE TIME**

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. Off-duty personnel attending negotiating sessions shall not receive any compensation for such attendance.

### **3.6 GRIEVANCE RELEASE TIME**

Prior to any proposed investigation of a grievance (on-site or on-duty), 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 activities outside the employee's work shift.

### **3.7 ASSOCIATION BUSINESS**

#### **A. Official Sheriff's Office Written Orders**

The Sheriff, upon request, will furnish to the Association a copy of policies and procedures issued in writing and referred to as the "Standard Operating Procedure (SOP) Manual(s)". In addition, the County agrees to furnish the Association with a written notice of the County's intention to make changes in SOP manual(s) that would directly and adversely affect the working conditions of employees.

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.

If the Association desires to meet and bargain regarding any change(s), bargaining shall commence within ten (10) days of the Association's written demand-to-bargain. The parties agree that bargaining shall occur for no more than thirty (30) days. If no agreement has been reached after thirty (30) days, the parties shall automatically proceed to impasse and arbitration pursuant to Step 4 of Article 19 of this Agreement.

#### **B. Association Business Leaves**

Employees may request other leave (paid or unpaid) to represent the Association at conferences. Such other leave requests shall be reviewed consistent with procedures and criteria for other leaves of absence and approved or denied at the discretion of the Sheriff or his/her designee.

Association officers requesting paid or unpaid leave pursuant to this Section shall submit a written request for such leave to the Sheriff or his/her designee as far in advance as practical.

### **3.8 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.

The County and the Association recognize that members of this association are the command management staff for the Sheriff's Office. Information attained in the performance of management duties should be treated with respect, proper confidentiality, and in the best interest of the Sheriff's Office.

## **ARTICLE 4 – DEFINITIONS**

### **4.1 TYPES OF EMPLOYMENT**

All employees covered by this agreement are 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 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.

#### **A. New Hire Probationary Period**

Newly hired employees shall serve a twelve (12) month probationary period.

#### **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.

#### **C. Recall**

Employees recalled into a position formerly held will be on probation for the period of probation remaining unexpired at the time of the layoff.

### **4.3 DEFINITION OF DAYS**

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

## **ARTICLE 5 - HOURS OF WORK & OVERTIME**

### **5.1 WORKDAY / WORKWEEK**

Employees in this bargaining unit are exempt employees under the Fair Labor Standards Act (FLSA) and are not eligible for overtime. Employees shall have a standard work week of 40 hours per week. The actual hours worked each day shall be determined by the needs of the Sheriff's Office; provided that absences of less than one (1) day shall not be deducted from the leave accounts of the effected employee.

#### **A. WORK SCHEDULE**

Captains will normally work a five (5) day on two (2) day off work schedule with an eight (8) hour day. A Captain may also work a 4-10's schedule, four (4) days on with three (3) days off with a ten (10) hour day, with concurrence of the respective Bureau Chief.

As exempt employees, more than 40 hours may be required to accomplish assigned duties. This may include being called into the office on a day off to maintain operational service levels, attend meetings, complete projects or respond to emergencies and urgent requests. Each exempt employee is expected to manage his/her work schedule to accomplish assignments and to allow for appropriate time away from work.

Employees in this bargaining unit may be asked to work other schedules from time to time to meet the needs of the Sheriff's Office.

The Sheriff's Office reserves the right to change the work schedule for employees in this bargaining unit with two (2) weeks' notice.

### **5.2 OVERTIME**

Captains are exempt employees and are not eligible to receive overtime.

### **5.3 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 healthcare provider verification.

## **5.4 VACATION CALL-BACK**

If the County cancels vacation once vacation has been approved and the affected employee has incurred non-refundable or unusable expenses in planning for the same, the employee shall be reimbursed by the County for those expenses. Any employee called back to duty for any reason once the vacation has begun shall be reimbursed for round trip transportation costs involved in returning to duty.

## **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, 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.

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 PROMOTIONS**

All promotions within the Sheriff's Office will go to the next highest pay level within the new range, which will provide a minimum salary increase of five percent (5%). If, at the time of the promotion, an employee is drawing assignment pay, longevity and/or education incentive pay, then the pay will be utilized in the computation of the base salary before the calculation of the minimum five percent (5%) increase and placement on the Captains' range. 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.

### **6.3 REDUCTION IN FORCE**

This section is intended to supplement the Thurston County Sheriff's Employees Civil Service Rules. Said rules will control reduction in force procedures if not in conflict with this provision.

In the event of a reduction in force due to lack of work, lack of funds or reorganization, layoffs will occur in accordance with the Thurston County Sheriff's Employees Civil Service Rules. No regular or

probationary employee shall be laid off while there are temporary or provisional employees serving in the same classification.

## **6.4 PERSONNEL FILE / POLICIES**

### **A. Personnel Files**

All employees shall be permitted to review their own personnel file during normal business hours. Employees shall be provided one (1) copy of all documents (complimentary or derogatory) placed in their personnel file at the time the document is placed in the file. When an employee is disciplined, only the sustained disciplinary action letter shall be placed in an employee's personnel file.

An employee may, at their request, have placed in the employee's personnel file a statement containing the employee's rebuttal to any information in their personnel 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 shall keep the contents of employees' personnel files confidential, subject to the requirements of State and Federal law and any applicable provisions of this Agreement.

On a by-appointment basis, employees may request inspection of working files kept in their name and shall have the right to copy materials therein.

### **B. Working Files**

Materials in the working files of supervisors, such as but not necessarily limited to notes on the performance of employees, training records, or commendations, that are twelve (12) months old shall not be used in any way to support a disciplinary or other adverse action against any employee unless the issue, alleged policy violation, problem or deficiency has been discussed with the employee by the supervisor and made a part of the employee's annual performance evaluation.

### **C. Oral Warnings and Reprimands**

After three (3) years, records of disciplinary oral warnings or written reprimands shall not be admissible in arbitration under Article 19 for any purpose unless during the three (3) years further discipline resulted from a similar type of offense or problem as that upon which the oral warning or written reprimand was based.

### **D. Investigative Reports**

Information relating to Internal Affairs (IA) investigations with a finding of exonerated, not sustained or unfounded may not be considered or used in support of any subsequent disciplinary action.



Employee personnel files, working files, medical records and IA files will be maintained as confidential records to the full extent allowed by law. Access to the employee's personnel file shall be limited to the employee, the employee's authorized representative, officials of the County and Sheriff's Office, and such other persons or agencies as may be allowed under State and County laws and regulations.

## **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. Evaluation shall not be a basis, in and of itself, for the denial of a step increase.

Employees will be given a copy of the evaluation. Employees will be required to sign the evaluation, acknowledging its receipt. Employees are not able to grieve evaluations 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**

### **A. 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.

## **B. Disciplinary Actions**

Disciplinary action shall include only the following:

- 1) Written Reprimand;
- 2) Suspension without Pay;
- 3) Demotion; or
- 4) Termination.

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

## **C. 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 waive the right to representation (provided such is in writing) and request that the Association not be given notice and participation in the disciplinary investigation and process but may modify such request at any point. By identification number, notice of the complaint and the discipline and/or outcome shall be provided to the Association legal representative. Absent such request and waiver, 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.

## **D. 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:

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

#### **E. 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.

#### **F. 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.

#### **G. 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.

#### **H. 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:

- 1) 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.

Notice of Investigations into allegations of employee misconduct shall include potential disciplinary actions suspension without pay 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 the investigations shall be a finding that is categorized as either “Sustained”, “Not Sustained” or “Unfounded.”

- 2) The requirements of (1) of this Section shall not apply if:

(a) The employee is under investigation for violations that are punishable as felonies or misdemeanors under law, or

(b) Notices to the employee would jeopardize the administrative investigation.

3) 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.

4) Investigations shall be concluded without unreasonable delays.

5) 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.

## **ARTICLE 7 – SENIORITY**

### **7.1 DEFINITION**

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

When a regular employee accepts a promotional position that is outside of the bargaining unit, but within the Sheriff's Office the employee will not lose his or her seniority and continue to accrue seniority while serving in the promotional position.

Seniority shall not be accrued while on leave of absence without pay for thirty (30) continuous days or more, excluding disciplinary suspensions, except as required by State or Federal law.

The appointment date shall be adjusted for leaves of absence without pay for thirty (30) continuous days or more, except as precluded by State or Federal law, up to a maximum of six (6) months. Seniority will not be lost as a result of a lay-off of eighteen (18) months or less.

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 within classification 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 in classification 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.

Captains, from date of promotion, will have a twelve (12) month probationary period.

### **7.4 LOSS OF SENIORITY**

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 fulltime 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 or displacement 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. Lay-off 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 time-lines 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:

### **A. 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 prerequisites of the position and the ability to perform are not overriding factors, the least senior employee by classification seniority within the affected job classification shall be selected for layoff. The employee(s) holding such FTEs shall be the "affected employee(s)."

### **B. 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.

### **C. 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 is ineligible to select among layoff options.

## **7.9 VACANT POSITIONS**

Any employee(s) laid-off from the classification of Captain shall be given first preference, based upon seniority, when the job(s) for which they are qualified or previously held position becomes available within the Sheriff's Office. This preference will be allowed prior to any new promotions or outside hiring.

Definition: (RIF) Reduction in Force – position eliminated due to lack of funds, lack of work, efficiency or reorganization.

## **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 lay 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:

### **A. Vacant Position**

On 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.

### **B. Bump / Reversion Rights**

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 employee(s) previously held. Seniority for bumping purposes includes seniority in the lower classification and all seniority in previously held higher classifications. The bump must occur 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.

In the event that an employee selected for lay off cannot bump and retain seniority as provided above as result of a collective bargaining agreement, the County shall reallocate the position selected for lay off to the rank previously held by the affected incumbent and shall maintain the new reallocated position for at least twelve (12) months.

### **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 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 Resources Department by certified mail. 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.

Upon acceptance of an offer of recall and commencement of employment within 21 days by a qualified employee, the recall list process is fulfilled as to that vacancy.

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 not served 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 recall list. No sick leave shall accrue during the period of layoff. If a person on the recall 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 provisional positions shall be determined by the Sheriff or designee.

All rights provided for in this layoff section are applicable during the twenty-four (24) 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.** The top of the salary range for Operations Captain shall be 26% above the top of the range for Operations Lieutenant. The top of the salary range for Corrections Captain shall be 26% above the top of the range for Corrections Lieutenant. (See Appendix A)
- B.** The above salary changes shall be effective January 1, 2022.

- C. In addition to the wage increases specified above, Operations Captains who are actively employed by the Thurston County Sheriff's Office on October 1, 2022, shall also receive a bonus payment of five thousand dollars (\$5,000). The bonus will be paid on the October 25, 2022 paycheck.

## **8.2 HIRE-IN RATES**

### **A. Appointments**

The Sheriff is entitled to appoint command staff according to RCW 41.14.070 at his / her discretion and the Association accepts and acknowledges this right.

### **B. Promotions**

An employee receiving a promotion or re-classification to Captain, but 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 re-classification. The new promotion or re-classification date would then be the date used for further step increases.

### **C. Demotions**

Employees receiving a non-disciplinary demotion will move to the same pay step or top step in the new classification. (Hire date for pay purposes will be hire date in prior classification.)

Employees receiving a disciplinary demotion will move to the first step in the new range that provides for a decrease in salary.

## **ARTICLE 9 - OTHER COMPENSATION**

### **9.1 VEHICLES AND EQUIPMENT**

Reimbursement for County travel expenses shall be as provided for by current County policy and as may be amended in the future by the Board of County Commissioners.

The County will provide the employees equipment and a vehicle appropriate for their positions, including uniforms, firearms, radios. Each employee will also be furnished a take home vehicle which shall be appropriate for the employee's position. The employee shall be allowed to drive the take home vehicle to the employee's residence, if within 30 miles of the county line.

## **9.2 UNIFORM ALLOWANCE**

### **A. Uniform Allowance**

Effective March 1, 2019, the cleaning and clothing allowances will be discontinued and replaced with a \$125.00 per month VEBA contribution, as described in Article 15.4.

Effective as soon as practicable following full ratification of the 2022-2024 Agreement, the Employer will discontinue payment of the existing long-term disability premiums and will pay each employee sixty dollars (\$60.00) per month towards a monthly uniform cleaning allowance. The cleaning allowance will be temporarily suspended when an employee is on unpaid leave for a duration equal to or greater than two (2) pay periods.

The County shall pay to replace soft body armor at intervals consistent with the manufacturer's instructions. The County shall issue raincoats and cell phones to all members of the bargaining unit, upon request.

The County agrees to issue all necessary uniforms and equipment, including a duty weapon or sidearm. The equipment will be provided via the County quartermaster system as needed. The County will replace all worn uniforms and equipment that are deemed unserviceable as a result of damage or normal wear with an agency approved replacement item of the type and quality issued to new employees. Items issued under this clause shall be County issued equipment and shall be returned to the County upon the employee's termination of employment.

### **B. Replacement for Damaged Items**

The County will replace County equipment, uniforms and/or authorized personal items damaged or destroyed beyond normal wear and tear while on duty. 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 the value of the item; and
- (2) The County has given authorization to carry the item. The County may deny authorization for items that are of unreasonable or excessive value and/or impose a cap on the total amount of reimbursement that will be provided.

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.

### **9.3 ACTING CHIEF PAY**

Captains temporarily assigned as an acting chief for a period of forty (40) or more consecutive hours shall receive an additional five percent (5%) of their base rate of pay for the duration of the assignment.

### **9.4 HAZARDOUS DUTY PAY**

In the event a bargaining unit in which the Captain supervises receives any hazardous duty pay or bonus as the result of a declared emergency (County-level or above), including but not limited to pandemic related bonuses or supplemental pay, the Captain supervising the bargaining unit will be paid the same amount or percentage, as applicable. This applies regardless of the name of the hazardous duty pay but does not apply to recurring amounts paid such as incentive pay for deputies.

### **9.5 LONGEVITY**

Captains who have completed the required years of service with the Thurston County Sheriff's Office will be provided the following longevity premiums:

Longevity Premium

Completion of	10 Yrs	15 Yrs	20 Yrs
Years of Service	1.0%	2.0%	3.0%

Example: A Captain with 15-years of experience working for the Thurston County Sheriff's Office receives 2.0%. Percentages are based on actual base salary.

### **9.6 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 surviving spouse (or, if none, to his heirs) regardless of amounts paid from other sources.

## **ARTICLE 10 – HOLIDAYS**

### **10.1 HOLIDAYS**

The following paid legal holidays shall be observed:

New Year's Day \_\_\_\_\_ January 1

Martin Luther King's Birthday _____	3rd Monday in January
President's Day _____	3rd Monday in February
Memorial Day _____	Last Monday in May
Juneteenth _____	June 19
Independence Day _____	July 4
Labor Day _____	1st Monday in September
Veteran's Day _____	November 11
Thanksgiving Day _____	4th Thursday and Friday in November
Christmas Day _____	December 25

In addition, each employee who has completed the first six (6) 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 day additional) – completion of 15 years of service

Floating Holiday (a second day additional) – completion of 20 years of service

Floating Holiday (a third day 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 carry over to the next calendar year and must be used before taking a full day of annual 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, or 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 additional religious holidays off with their supervisor's approval through utilization of vacation, floating holiday(s), or by making alternative work schedule arrangements. Such requests shall not be unreasonably denied but are contingent upon operational needs.

### **10.3 HOLIDAY OBSERVANCE**

Those employees working on a 5/2 (Monday through Friday, with Saturday/ Sunday off) schedule will follow the County day of observance for the holiday and will take the observed holiday off with pay. For those employees on a 4-10's schedule (Monday through Thursday or Tuesday through Friday, 4-10 hour days each week) administration of holidays shall be as follows: a) If a recognized holiday falls on a regular day off, the employee will accrue ten (10) hours of holiday leave; b) If a recognized holiday falls on a regularly scheduled work day, the employee will take the holiday off with pay.

## **ARTICLE 11 – ALTERNATIVE LEAVE**

The employees of the Association have elected to retain a traditional leave system and are not eligible for Alternative Leave.

## **ARTICLE 12 – VACATION**

### **12.1 VACATION ACCRUAL**

Accrual of vacation time shall be as provided for below:

	Hours per Pay Period	Hours per Month	Hours per Year
During 5th & 6th year of service	5.50	11.00	132
During 7th & 8th year of service	5.84	11.67	140
During 9th & 10th year of service	6.17	12.33	148
During 11th & 12th year of service	6.50	13.00	156
During 13th & 14th year of service	6.84	13.67	164
During 15th & 16th year of service	7.17	14.33	172
During 17th & 18th year of service	7.50	15.00	180
19th year of service and beyond	8.25	16.50	198

"Years of service" shall include prior public employment as a law enforcement officer, regardless of whether or not there was a break in service between the prior service and date of hire with the County; provided the employee does not have to return to the Academy in order to obtain certification.

Employees will have vacation leave taken reflected on the time sheet and then the hours taken will be charged against the vacation leave accrual.

## **12.2 VACATION SCHEDULING**

- A.** County agrees that an employee's written request to take annual vacation leave credited to the employee shall normally be honored, provided that it does not interfere with workload requirements and schedules. No employee shall be denied annual vacation leave unless on a shift-wide basis the County would be unable to meet the currently established shift minimums.
- B.** 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.

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

## **12.4 VACATION UPON TERMINATION**

Employees may be allowed to accrue vacation leave to a maximum of five hundred (500) hours; however, upon retirement or separation from County service, employees shall be paid for a maximum of two hundred eighty (280) hours accumulated annual leave. If a current regular employee dies the entire balance of accrued vacation shall be paid to the appropriate beneficiary, but not to exceed five hundred (500) hours.

For employees who depart from County service between January 1, 2022 and December 31, 2022 only, the vacation leave cash-out shall be paid into the departing employee's VEBA account. Thereafter, the bargaining unit membership may elect have the vacation cash-out placed in the County VEBA plan in accordance with Article 15.4. Death benefit cash out will be paid directly to the beneficiary.

## **12.5 ADMINISTRATIVE TIME**

When warranted by the performance of an exempt employee, the Sheriff may allow an exempt employee to be absent one or more days without requiring leave. These absences must be limited to a maximum of 5 days in any calendar year and must be used by the end of each. No administrative days may roll over to the following year.



## **12.6 VACATION SELL-BACK**

Once a year, between June 1 and June 25<sup>th</sup>, employees within the Thurston County Captains Association shall have the option of selling back up to forty (40) hours of accumulated vacation leave, payable on the July 10<sup>th</sup> paycheck, provided that they may not deplete their vacation balance below forty (40) hours.

If funding allows, as determined solely by the Sheriff, employees shall be allowed the option of selling back up to an additional forty (40) hours of accumulated vacation leave, payable on the December 25<sup>th</sup> paycheck, provided they may not deplete their vacation balance below forty (40) hours.

## **ARTICLE 13 - SICK LEAVE**

### **13.1 SICK LEAVE ACCRUAL**

Regular full-time employees shall accrue four (4) hours of sick leave for each completed pay period of service (8 hours each month). Sick leave accruals for regular part-time employees shall be calculated on a pro-rated basis.

### **13.2 SICK LEAVE USAGE**

Employees will have sick leave taken 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 in the event of illness of the employee, or illness of a member of the immediate family (as defined in Article 13.5 – Family Member) requiring the employee's attendance. 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. Where an employee is injured in the performance of duties or as a result of suspect aggression, the period of time during which the employee is being treated for such injury shall count as time worked pending conclusion of treatment, admission to in-patient, release from that immediate treatment, or end of shift, whichever is later. Subsequent time off from regularly scheduled hours shall be charged to sick-time and/or referred for workers comp (see also Article 13.4)

The Association agrees to discourage any misuse of sick leave and further agrees that any employee proven to have misused sick leave shall be subject to disciplinary action. Employees are authorized to receive severance pay for accumulated sick leave at the rate of one-half of the accumulated sick leave upon retirement after five years' service, but in no event, to exceed payment for five hundred (500) hours. The severance pay shall only be paid if the employee is

eligible to retire under the applicable retirement system, or in the event of death of the employee. If the bargaining unit membership elects to participate in the County VEBA plan in accordance with Article 15.4, the cash out will be placed in the VEBA account. Death benefit cash out will be paid directly to the beneficiary.

### **13.3 DONATED/ LEAVE SHARING**

The appointing authority may permit an employee to receive annual leave or compensatory time donated by other County employees if:

- 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 annual leave and sick leave reserves, floating holiday(s), compensatory time reserve and holiday bank reserve; and
- D.** the employee has abided by rules regarding sick leave use; and
- E.** the employee has been found to be ineligible for benefits under Chapter 51.32 RCW (Workers' Compensation).

The appointing authority shall determine the amount of leave, if any, which an employee may receive under this Article. The leave must be donated before it is used by the employee.

An employee who has an accrued annual leave balance of more than eighty (80) hours may transfer a specified amount of annual leave or compensatory time 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 an annual 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 annual or 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 Employer 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 pro rata basis.

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

### **13.4 COORDINATION –WORKER’S COMP**

The County will provide a leave supplement for non LEOFF I employees injured in the line of duty when such injury is directly related to the inherent dangers associated with employment in law enforcement, as required by RCW 41.04.500 through 41.04.535. Provided, however, that the parties agree to modify and enhance the statutory disability leave supplement as follows:

- A.** The leave supplement shall go into effect when an employee becomes eligible for State worker’s compensation benefits;
- B.** The leave supplement 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;
- C.** This leave supplement shall continue as long as the employee is off work and receiving worker’s compensation benefits, but not to exceed six (6) months in total. 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 benefit, and this Worker’s Compensation leave supplement exceed one hundred percent (100%) of the employee’s regular salary.

### **13.5 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;
- g.** A sibling; or
- h.** Any relative living in the employee’s household.

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 14 – LEAVES OF ABSENCE**

### **14.1 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).

### **14.2 JURY DUTY / COURT**

The Sheriff shall allow regular employees any necessary paid leave (separate from annual 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 Employer any pay received for jury duty. Employees may keep the mileage reimbursement for jury duty.

### **14.3 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.)

### **14.4 BEREAVEMENT**

In the event of a death in the employee's immediate family (as defined in Article 13.5), a regular employee (including probationary) 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.

## **14.5 MAINTENANCE OF SENIORITY**

During unpaid leave, an eligible regular employee shall maintain accrued leave, but shall not accrue any additional leave, consistent with Article 14.1, 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.

## **14.6 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.

## **14.7 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:

**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 13, 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.

**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).

## **14.8 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.

#### **14.9 WASHINGTON STATE PAID FAMILY & MEDICAL LEAVE**

The parties will participate in the Washington Paid Family & Medical Leave (WAPFML) program described in RCW 50A.04. The Employer shall pay the full monthly premiums (both the Employer and employee portions) specified under the law through payroll deduction. The following will apply to employees who receive WAPFML benefits:

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.

When WAPFML and FMLA both apply, the following requirement in Articles 14.1 and 14.6 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 leave time prior to the approval and utilization of unpaid leave."* Employees receiving WAPFML benefits may retain their entire accrued leave balance.

#### **14.10 INCLEMENT WEATHER**

The Employer and the Association recognize that the classifications in this bargaining unit are essential personnel and that the functions of the Sheriff's Office are vital to the community and operate on a 24/7 basis regardless of conditions.

## **14.11 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.

## **ARTICLE 15 – HEALTH & WELFARE**

### **15.1 MAINTENANCE OF BENEFIT**

The County shall pay the total amount of the premium necessary to provide medical, dental, basic life, vision insurance, and long term disability insurance coverage for regular full time employees and pro-rated for regular part time employees under the County's insurance plan(s) for the term of the agreement. LEOFF I employees shall remain as required by statute (100% individual and 100% dependent shall be provided).

The Employer shall establish a standard medical plan or plans. The Employer will also offer a minimum of one additional medical plan, which shall be optional for employees.

The Employer shall also maintain basic dental, life, and vision plans for employees. The Employer may also offer additional dental, vision, life or similar plans which shall be optional for employees.

### **15.2 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, and basic life under the County's insurance plans.

The Employer shall pay one hundred (100%) 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 dollar amount payable under the less expensive of Kaiser Permanente Washington Value (formerly known as Group Health Value) or Uniform Medical Classic.

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



### **15.3 SECTION 125 PLAN**

Association members may participate in any Section 125 plan which will be maintained and administered by the County.

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.

### **15.4 VOLUNTARY EMPLOYEE BENEFICIARY ASSOCIATION (VEBA) PLAN**

The Employer agrees to establish and maintain a VEBA plan for employees in this bargaining unit into which the full sick-leave cash-out and/or full vacation leave cash-out, as defined by Articles 12.4 and 13.2, will be placed upon qualifying separation. The bargaining unit may vote participation in the VEBA on an annual basis, determining if one or both cash-outs will be placed in the VEBA. Election results must be provided to the Human Resources Department no later than October 31<sup>st</sup>. The outcome of the election will be effective on January 1 of the following year and will remain in effect until a new annual vote is conducted.

Contingent upon agreement to eliminate the cleaning and clothing allowances in Article 9, effective March 1, 2019, the Employer will contribute one-hundred and twenty-five dollars (\$125.00) per month, to each employee's VEBA account, in addition to any other contributions described in this Agreement. The employee may access the funds in the VEBA account upon separation from service to the County.

### **15.5 RETIREMENT**

The Employer agrees to continue to participate in the applicable retirement system and to provide a Deferred Compensation Program.

### **15.6 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 lawful scope of employment as a Thurston County law enforcement officer. 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.

## **15.7 LEGAL FEES**

The County agrees to reimburse an Association member for all reasonable, usual and customary legal fees charged by an attorney as a direct result of criminal charges or a criminal investigation arising out of the member's involvement in actions in the performance of his or her duty as a deputy sheriff.

The reimbursement will not be made if:

- a.** The member is convicted by verdict or plea, or pleads no contest to criminal charges arising out of the incident; or
- b.** The Sheriff's Office sustains disciplinary charges on the basis of the member's actions which formed the basis for the possible criminal liability, and the Sheriff's sustaining of the charges is upheld on any appeal of discipline.

Any reimbursement required shall be made only at the conclusion of all criminal and disciplinary proceedings against the member arising out of the incident.

To receive reimbursement under this Article, the member must select one attorney from a list of five (5) which has been mutually agreed upon by the Thurston County Sheriffs' Office Captain's Association and the County Prosecuting Attorney. Neither party shall unreasonably oppose the inclusion of an attorney on the list. Within sixty (60) days of the execution of this Agreement, the Association shall submit to the County Prosecuting Attorney the names of the attorneys it proposes for inclusion on the list. If the County Prosecuting Attorney does not object to an attorney on the list within ten (10) working days, the attorney shall be included on the list. The names on the list shall be reviewed every six (6) months upon the request of either party. If no attorney on the list is available to represent a member, the member may obtain another attorney, and if the Association notifies the County of the selected attorney by the close of the next working day, the County shall reimburse the member for the attorney's fees provided all other requirements of this article are met.

Before becoming obligated under this Article, the County shall be presented with a sworn affidavit by the attorney listing an hourly breakdown of time spent and describing briefly the purpose of such time. If the County in its discretion feels the charges exceed reasonable, usual and customary fees normally charged, the County may submit the bill to the Washington State Bar Association for review. The Washington State Bar Association's determination will be final and binding for the County's obligation under the Article.

The provisions of this Article shall not obligate the County for any attorney's fees or legal representation charges incurred by the attorney selected pursuant to this Article related to defending the Association member in Thurston County Sheriff's Office disciplinary matters, for which the Association is the exclusive representative.

The County shall not be liable for any attorney's fees or legal representation charges incurred under the provisions of this Article if the Association member fails to cooperate in any legal defense of the County which is deemed legally necessary as a result of the Association member's actions.

## **ARTICLE 16 – TRAINING**

### **16.1 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-duty time.

### **16.2 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 17 – LABOR / MANAGEMENT COMMITTEE

### 17.1 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; promote procedures and methods to promptly and fairly adjust differences, misunderstandings and disputes; promote reasonable, and fair working conditions; and to encourage an environment of good will and harmony between the Employer 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 unless reduced to writing and mutually agreed to by the parties. Either the Association or the County may initiate discussions 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 designee) and the Sheriff (or his designee). The make-up of the committee and a written agenda 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.

### 17.2 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.

## **ARTICLE 18 – HEALTH & SAFETY**

### **18.1 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.

Recognizing that danger is an inherent aspect of law enforcement work, employees who have a reasonable basis for believing the assignment would constitute a danger to their health and safety shall immediately contact a supervisor who shall make a final determination with regard to safety. No directive shall be delayed pending such determination.

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.

### **18.2 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.

### **18.3 DRUG FREE WORKPLACE**

**A. Statement of Principle.** The County, Association, and the employees it represents, recognize that the use of drugs and alcohol which adversely effects 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.

**B. Prohibited Drugs and Substances.** Employees are hereby informed that drugs or substances that are prohibited by the County include:

- 1) all illegal drugs under either Federal or State Law;
- 2) all prescription drugs for which the employee does not have a prescription;
- 3) the use of alcohol or other substances in a manner that has adverse effects on an employee's job performance.

**C. 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:

- 1) reasonable suspicion based upon objective facts and inferences drawn there from that an employee is engaging in the use of any prohibited drugs or substances or abuse of alcohol; or
- 2) 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.

**D. 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 upon 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.).

**E. Smoke-Free Workplace Policy:**

Smoking is prohibited by all employees in the workplace occupied by the Sheriff's Office. Smoking is prohibited in all County owned vehicles.

## **18.4 WORKPLACE 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 except in the course and performance of law enforcement duties.

## **ARTICLE 19 – GRIEVANCE PROCEDURE**

### **19.1 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.

## **19.2 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 his 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.

For contract-based grievances, 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.

For disciplinary grievances, the arbitrator will be selected by PERC.

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.

### **19.3 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.

### **19.4 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:

**A.** Investigate any grievance or dispute so that same can be properly presented in accordance with the grievance procedure.

**B.** 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.



C. 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.

For the purposes of Article 3.3, obtaining coverage to insure minimum staffing levels shall not be considered an unnecessary delay. The Employer shall not be obligated to provide coverage immediately if the use of overtime is the only means of providing that coverage.

## **ARTICLE 20 – 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 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 21 - MANAGEMENT RIGHTS & 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 Office, and that all Employer 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' 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 just cause. Discipline shall continue to be subject to the grievance procedure of this Agreement as set forth in Article 19.

(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, pursuant to Article 7.

(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 the Association is not precluded from seeking review of the exercise of these rights in a particular case in discussion with the Sheriff or his/her designee.

## **ARTICLE 22 – GENERAL PROVISIONS**

### **22.1 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 23 – LIFE OF AGREEMENT

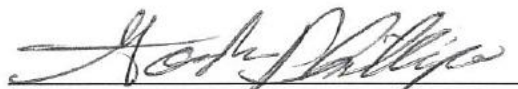
This Agreement shall be effective on January 1, 2022 and shall remain in full force and effect until the 31<sup>st</sup> day of December 2024.

### Signatures:

Employer: DATED this \_\_\_\_\_ day of \_\_\_\_\_, 2022

Association: DATED this 13 day of September, 2022

### Signed for the Association:



President, TCSO Captains' Association

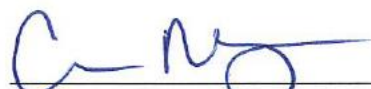


Vice-President, TCSO Captains' Association



Attorney, TCSO Captains' Association

### Signed for the Employer:



Thurston County Commissioner



Thurston County Commissioner



Thurston County Commissioner



Thurston County Sheriff's Office

## Appendix A – Wage Table



### Deputy Sheriff's Association Captains MONTHLY SALARY

**2022**  
*capts*

Effective 01/01/2022

TITLE	Range	Step 2	Step 3	Step 4	Step 5	Baseline
Corrections Lieutenant (baseline)						9,694
Operations Lieutenant (baseline)						10,597
5511 Corrections Captain Based on top step Corrections Lieutenant	01 pay period	11,178 5,589.00	11,513 5,756.50	11,859 5,929.50	12,214 6,107.00	
5510 Operations Captain Based on top step Operations Lieutenant	02 pay period	12,219 6,109.50	12,586 6,293.00	12,963 6,481.50	13,352 6,676.00	



### Deputy Sheriff's Association Captains MONTHLY SALARY

**2023**  
*capts*

Effective 01/01/2023

TITLE	Range	Step 2	Step 3	Step 4	Step 5	Baseline
Corrections Lieutenant (baseline)						10,082
Operations Lieutenant (baseline)						11,031
5511 Corrections Captain Based on top step Corrections Lieutenant	01 pay period	11,625 5,812.50	11,974 5,987.00	12,333 6,166.50	12,703 6,351.50	
5510 Operations Captain Based on top step Operations Lieutenant	02 pay period	12,720 6,360.00	13,101 6,550.50	13,494 6,747.00	13,899 6,949.50	

## MOU – Vacation Sell-Back Implementation 2022

**Memorandum of Understanding  
By and Between  
Thurston County, the  
Thurston County Sheriff's Office  
and the  
Thurston County Captains Association**

RE: Implementation of the 2022-2024 Collective Bargaining Agreement's Vacation Leave Sell-Back Program

During negotiations of the 2022-2024 Collective Bargaining Agreement, the parties reached settlement on new provisions for vacation leave sell-backs. Due to the timing of the settlement, the following agreement has been reached on how to implement these new provisions:

**Vacation Sell-Back.** On a one-time only basis, Captains may request a vacation sell-back of up to an additional 20-hours. To request the additional sell-back, Captains must make a request between September 1, 2022 and September 25, 2022. The additional hours will be paid on the October 10<sup>th</sup> paycheck, provided that the employee's vacation balance is not depleted below 40-hours. Thereafter, the provision of Article 12.6 shall apply to the timing and amount of any vacation sell-back.

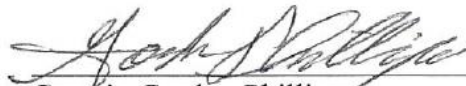
By their signatures below, the parties acknowledge their understanding and acceptance of the above agreements.

For the County and Sheriff's Office:

  
\_\_\_\_\_  
Maria Aponte, Director  
Human Resources Department

  
\_\_\_\_\_  
Ray Brady, Undersheriff  
Sheriff's Office

For the Captains' Association:

  
\_\_\_\_\_  
Captain Gordon Phillips  
Association President

  
\_\_\_\_\_  
Jim David, Attorney  
WAFOP