

WORKING AGREEMENT

BY AND BETWEEN

THURSTON COUNTY

AND

LOCAL 618-CD

OF THE

**WASHINGTON STATE COUNCIL OF
COUNTY AND CITY EMPLOYEES**

AND THE

**AMERICAN FEDERATION OF STATE,
COUNTY AND MUNICIPAL EMPLOYEES**

AFL-CIO

2022-2024

618 CD

Working Agreement

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WORKING AGREEMENT

PREAMBLE

This Agreement has as its purpose the promotion of harmonious relations between the County and the Union. It is hereby agreed by the parties signatory hereto that it has been, and will continue to be, in their best interests to promote and encourage areas of understanding and cooperation in labor-management relations; promote efficiency and responsibility in the performance of the work and the accomplishment of the public purposes of Thurston County; to promote procedures and methods to promptly and fairly adjust differences, misunderstanding and disputes; to promote reasonable and fair working conditions including the establishment of rates of pay, hours of work, and other conditions of employment; and to encourage an environment of good will and harmony between the Employer and employees for the benefit of all.

ARTICLE 1 – RECOGNITION

1.1 RECOGNITION

The Employer recognizes the Union as the exclusive bargaining representative for all regular full-time, regular part-time and non-regular Corrections Deputies, Sergeants, Lieutenants and Corrections Technicians of the Corrections Bureau of the Sheriff's Office for Thurston County, excluding supervisors, confidential and other employees.

Except as otherwise specifically identified, the phrase “Corrections Deputies” in this agreement applies to Deputies, Sergeants and Lieutenants. References to Corrections Technicians are individually identified.

1.2 NEW CLASSIFICATIONS

It is mutually agreed that it is the intent of the parties to include in the bargaining unit any new Civil Service classification equivalent to Corrections Lieutenant and below, as long as such classification is not included in the TCDSA bargaining units or the Sheriff's Management Pay Plan, or is not a confidential or supervisory position. The salary for the new classification shall be set consistent with Employer policies and State collective bargaining requirements.

ARTICLE 2 - UNION SECURITY

2.1 MEMBERSHIP

Each employee covered by this Agreement shall have the right to become and remain a member of the Union and pay periodic membership dues uniformly levied against all Union members.

The Union shall be responsible for notifying new employees of dues payment and obtaining authorization cards for payroll deductions and collecting any delinquent charges. The Employer shall transfer amounts deducted to Council 2. Authorizations for Payroll Deduction are valid whether executed in writing or electronically. When the Employer receives a duplicate copy with a written authorization card, the Employer will provide the copy to the Union. The Employer shall maintain copies of all authorization cards in a secure location. The Union may review and make copies, upon request.

The Employer shall remain neutral when communicating with employees about Union membership and direct the employee to discuss union membership with a union staff representative.

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

2.2 DUES DEDUCTION

The Employer will provide for payroll deduction of Union dues and fees upon written authorization by the employee. Payroll deduction authorization cards must be received by the Employer by the fifteenth (15th) day of the month to be recognized as effective for that month. The Employer will transmit to the Union 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 and shall continue to deduct and remit Union dues and fees to the Union until such time as the Union notifies the Employer that the dues authorization has been properly terminated in compliance with the terms of the payroll deduction authorization executed by the employee. All refunds of such deductions which may be required to be made to any employees shall be made by the Union.

The Union shall indemnify the Employer and hold the Employer harmless from any 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.

2.3 BARGAINING UNIT ROSTER

List of Officers: The Union agrees to supply the Employer with lists of officers of the Union and representatives and to keep such lists current. The Employer will recognize the officers and representatives or shop stewards after receipt in writing by the Sheriff of Thurston County and Human Resources.

Union Members: The Employer shall provide the Union with a roster of employees covered by this Agreement on a monthly basis. The roster shall include name, home address, salary, job title, hire date and termination date.

2.4 NONDISCRIMINATION - UNION 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 Union. In the exercise of this right, employees and employee's representative shall be free from discrimination and reprisal.

2.5 ORIENTATION

On or before the first week of employment, the Employer agrees to notify the Union staff representative and Local Union President in writing of any new positions and new employees. The Union shall be given an opportunity to meet with each new employee to provide a thirty (30) minute Union orientation during the initial training/orientation schedule or, if necessary, at a mutually agreed to time within the first 90-days of employment. This opportunity will be on regular work time.

ARTICLE 3 – UNION/EMPLOYER RELATIONS

3.1 UNION ACCESS

The Union'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 Union shall be permitted to use designated premises of the Employer for meetings of the local unit, with or without Union 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 STEWARDS

Members of the bargaining unit selected to serve as authorized representatives of the Union shall be certified in writing to the Employer. Each representative will be expected to perform his duties as a representative of the Union on his own time. However, it is recognized that from time to time, it will be necessary for Union activities relating to the investigation and processing of complaints, disputes and grievances to be conducted during working hours. Union 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 Union 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 BULLETIN BOARDS

The Employer shall provide suitable space for a Union bulletin board on its premises.

3.5 CONTRACT DISTRIBUTION

The Employer will ensure a copy of this Agreement is available on-line for all employees. Employees may print a copy of the on-line version at the Employer's expense, as needed.

3.6 NEGOTIATIONS RELEASE TIME

The Union negotiating team shall be permitted to attend negotiating meetings with the Employer without loss of pay relative to securing contract renewal to the extent that such meetings are scheduled during duty hours of the members so attending. In no case shall more than four (4) on-duty personnel attend such negotiating sessions. It is mutually understood that the Employer may cancel and reschedule bargaining sessions if staffing needs cannot be reasonably met. Off-duty personnel attending negotiating sessions shall not receive any compensation for such attendance, however with notice and within reasonable bounds, the Employer will work with the employee in an attempt to "flex" the work schedule of off-duty personnel and/or set negotiation sessions at varying times of the day. On-duty bargaining unit personnel may participate in hearings (e.g. contract arbitration or PERC at state or local level) as witnesses without loss of pay or leave for the duration of their testimony, including reasonable travel time to and from the hearing. All other bargaining unit personnel shall attend without pay. However, one bargaining unit member attending Civil Service hearings, PERC hearings, and contract arbitration during regularly scheduled duty hours may do so without loss of pay.

3.7 GRIEVANCE RELEASE TIME

Prior to any proposed investigation of a grievance, stewards shall obtain permission from their and the grievant's supervisor, which will be granted unless the steward 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 stewards to conduct Union 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 steward activities outside the employee's work shift.

3.8 UNION BUSINESS

Official Sheriff's Office Written Orders: The Sheriff will furnish a copy of the policies and procedures issued in writing and referred to as the "Standard Operating Policy Manual" and

“Thurston County Corrections Internal Management Procedures.” In addition, the Employer agrees to furnish written notice of the Employer's intention to make changes in either one of these documents that would directly and adversely affect the working conditions of employees. A written copy of such manual or procedural changes will be provided to the Local Union Staff Representative for purposes of review and comment. Should the Union desire to negotiate regarding such change(s), it shall notify the Employer within thirty (30) calendar days thereafter and the parties shall meet within ten (10) days of such notice. In the event of emergencies, the Employer shall not be required to give thirty (30) days notice and may impose the policy, but must provide a copy as soon as reasonably possible to the Local Union Staff Representative who may request a meeting within ten (10) days of notification.

If the parties are in disagreement on the proposed policy, the Sheriff's Office may impose the policy or procedure unless the Union notifies the Sheriff's Office that they intend to submit the matter to Public Employment Relations Commission for certification pursuant to RCW 41.56.450 within five (5) days of meeting with the Employer. The foregoing shall be applicable to emergency policies except that the emergency policy shall remain in effect for the duration of the emergency or until an interest arbitration decision is awarded, whichever comes first.

Any time limit imposed in this Article may be extended to a specific date by mutual written consent of the parties.

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

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

Monthly Meeting Sheriff: A mandatory monthly meeting may be called by the Sheriff or designee to last no more than one (1) hour, and to be scheduled at reasonable times. In the event a monthly meeting is not held, the Sheriff may use the time for a subsequent meeting, to a maximum of three (3) hours per calendar quarter.

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

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

ARTICLE 4 – DEFINITIONS

4.1 PROBATIONARY PERIODS

4.1.a.1 New Hires: Employees newly hired into this Bargaining Unit will serve a total of twelve (12) months' probation. Time at the Corrections Officer Academy is not included in the total probation time. Probationary employees may be terminated at the discretion of the Sheriff or designee, whose decision shall be final and binding. Regular employees are

eligible for the standard benefits package including accrued leave; however, accrued paid vacation leave cannot be used until the employee has completed six months of employment.

Article 19 - Grievance Procedure, shall not apply to employees serving an initial probationary period concerning any aspect of evaluation or disciplinary actions over termination of employment including involuntary termination.

4.1.a.2 Extensions: Probationary periods may be extended, whether new hire, promotional, recall or transfer, at the discretion of the appointing authority.

4.1.b Promotions: Employees who are promoted will serve a probation period of twelve (12) months. If the employee is not successful during the probationary period, the employee will be returned to his or her formerly held classification, except when the employee is terminated for just cause.

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

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

4.2 TYPES OF EMPLOYMENT

4.2.a REGULAR FULL-TIME EMPLOYEES

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

4.2.b REGULAR PART-TIME EMPLOYEES

A regular part-time employee typically works a minimum of twenty (20) hours per week but no more than forty (40) hours per week in a regularly budgeted and on-going position.

Paid leaves and insurance benefits shall be prorated for regular part-time employees on the basis of FTE calculations (e.g. 20 hours a week divided by 40 hours a week ratio formula).

4.2.c REGULAR WITH END DATE EMPLOYEES

An individual may be hired into a position with an end date that has a defined term of employment and is anticipated to require more than one thousand and thirty-nine (1,039) hours in a calendar year. This position is eligible for the standard benefits package, which may be prorated to match the FTE percentage.

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

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

There shall be no regular with end date employees in this bargaining unit without mutual agreement between the Employer and the Union.

4.2.d TEMPORARY EMPLOYEES

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

There shall be no temporary employees in this bargaining unit without mutual agreement between the Employer and the Union.

4.2.e NON-REGULAR/ POOL EMPLOYEES

Non-regular employees are the "Part-time Pool" employees in this bargaining unit. Non-regular employees are restricted to departments that have 24-hour operations. They are used to fill in for regularly, scheduled positions or facility overflow. All non-regular employees will be hired from those qualified employees on the Civil Service Corrections Deputy Employment Eligibility List, Recall List, Rehire List, or Corrections Deputy Lateral Entry List who have indicated an interest in part-time employment.

An employee, limited to the classification of Corrections Deputy, hired as a non-regular rather than into a county-budgeted position, works on an as-needed, intermittent basis to fill in for Corrections Deputies in regular positions or to supplement corrections shift strength, as needed. Non-regular employees shall not be used to eliminate or delay filling regular positions.

These positions are covered by a benefits package, which is established by this Agreement (see also Article 4.3).

4.2.f EXTRA HELP EMPLOYEES

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

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

The Employer shall meet immediately upon request to negotiate with the Union if extra help (emergency) employees are appointed or if the number of extra help employees will cause the 15% limit described in 4.3(4), below, to be exceeded. Hiring in excess of the 15% limit will only be by mutual agreement.

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

4.2.g PROVISIONAL EMPLOYEES

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

There shall be no provisional (non-emergency) employees in this bargaining unit without mutual agreement between the Employer and the Union.

4.3 NON-REGULAR EMPLOYEE UTILIZATION

The County may hire non-regular employees who will work under the following conditions:

1. Application to attend the Academy will be made within one year of hire.
2. Non-regular employees will begin at Step 2 on the Corrections Deputy wage scale, and will move to subsequent steps every 2,080 hours worked, or one year, whichever comes later. Non-regular employees who laterally transfer from another agency will be hired in at the appropriate step as identified in Article 8.2.
3. Non-regular employees will not participate in days off or shift bidding, and their assignments will be made after the bidding process has been completed or as needed based on staff shortages. Non-Regular employees may be used to fill in for Corrections Deputies, or to supplement shift strength as needed. Non-regular employees will not be used to eliminate full-time positions from the bargaining unit.

4. The total number (by FTE count) of regular part-time, regular full-time employees assigned as Floaters and non-regular or extra help employees shall not exceed fifteen percent (15%) of the FTE count of regular full-time employees in the job classification of Corrections Technician and fifteen percent (15%) of the total combined FTE count of all regular full-time employees in the job classifications of Corrections Deputy, Corrections Sergeant, and Corrections Lieutenant. The parties agree to meet and bargain this issue should circumstances and operational needs change.

5. Non-regular employees shall receive benefits based on a quarterly calculation of hours worked which determines benefit levels for the subsequent quarter, provided, they must work at least one-half time to receive such prorated benefits. As to Article 9.4, non-regular employees must work an average of twenty (20) or more hours per week to receive (prorated) uniform allowance.

6. Hours worked by non-regular employees in excess of forty (40) hours per workweek or twelve (12) hours per day shall be paid as overtime.

7. Hours worked as a non-regular employee satisfy the probationary period of that status but do not count toward satisfying the probationary period of the regular employment status.

4.4 CONTRACTORS

The parties recognize the right of the Employer to contract security details which are required for inmates outside of Thurston County.

ARTICLE 5 - HOURS OF WORK & OVERTIME

5.1 WORKDAY / WORKWEEK

The normal workweek for Corrections Deputies is the 12-hour 2,2,3 schedule. Those Deputies assigned to Court, CDP, ISS, ISD, MLD, Transport, Floaters and Lieutenants may be assigned to a 5/2 schedule or a 12-hour schedule. The normal workweek for Corrections Technicians is the 5/2 schedule or a 12-hour schedule.

The County will continue to administer the §207 (K) schedule with a twenty-eight (28) day work period creating a 171 hour overtime threshold under FLSA reporting requirements; provided that overtime will be paid at time and one-half for all hours worked in excess of an employee's regularly scheduled work day (8 or 12 hour shifts) in any one twenty four (24) hour period except the twenty four (24) hours during shift rotation.

Changes in work schedule, which may include changes in the schedule or total hours, shall be consistent with Article 5.2 or Article 7, as appropriate.

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

Time shall be tracked in minutes for all leave and compensation for time worked. The first quarter hour shall be subject to rounding, with a period of seven (7) minutes or less rounded down to zero (0) and a period of eight (8) minutes or more rounded up to fifteen (15) minutes. After the first fifteen (15) minutes time will be counted on a minute-for-minute basis.

5.2 WORK SCHEDULES

5.2a 12-Hour SCHEDULE

In reference to the 12-hour (2,2,3 schedule, or as maybe modified by a vote of the membership with prior approval of the Employer) schedule:

1. Every twelve (12) months employees will be required to bid slots on shifts/teams according to seniority.
2. Lieutenants, Floaters, and Corrections Technicians may work a 5/2 or 12-hour shift schedule. The default schedule shall be 8-hour shifts for the Lieutenants and 8-hour shifts for the Corrections Technicians, but either group may, with the Employer's approval, vote to try on a temporary and/or full-bid period basis, a different shift schedule that meets the Employer's needs and is desired by either group of employees.

3. Kelly Days and Additional Paid Leave

Due to the additional hours worked by employees on the 12-hour "2, 2, 3" schedule, the time-off described below is considered part of the annual work schedule and is provided, as described below, for all employees assigned to the 12-hour schedule:

- A. Kelly Days. Each employee assigned to a twelve (12) hour schedule will be entitled to one (1) day off (known as "Kelly Days") every two (2) months, for a total of six (6) each year, as long as the employee is compensated at least fifteen (15) shifts during the two-month period. The use of Kelly Days is determined and scheduled by the Employer. Employees may notify their supervisor/sergeant no later than the 15th of the month prior to each two (2) month period, by seniority, of their preferences for days off based on a list of available dates. If an employee fails to provide their preferences, the sergeant may place the employee on any available date. Employees who volunteer to work on their Kelly Day to meet minimum staffing levels are entitled to pay at the overtime rate for all hours worked.
- B. Banked Leave. Each employee entitled to Kelly Days will also be provided with forty-eight (48) hours of paid leave on the first day of each annual shift change over each year. For employees who are reassigned to the 12 hour schedule after the annual shift change, a prorated portion of the 48 hours will be provided (employees who move off the 12-hour schedule will have any remaining balance prorated based on the date of the schedule change). These hours may be used by the employee under the vacation leave scheduling rules. Employees may elect to carry over hours

into the next year but shall not carry excess of twelve (12) hours. If the employee does not elect to carry over hours, all hours will be cashed-out each October 1. The cashed out leave shall be included in the employees' October 25th paychecks and do not carry over to the next year. Employees who terminate their employment with the County prior to October 1 will receive a prorated portion of the remaining balance of the 48-hours, if any, based on their departure date.

- C. Any grant of leave time and/or training days shall be pro-rated based on the time of calendar year the shift schedule begins and/or ends, and any partial hours shall be rounded up to the next full day amount for leave time or training.

5.2.b FLEX HOURS, SHIFT TRADING & SHIFT/TEAM TRANSFERS

If mutually agreed upon by the employee and immediate supervisor, flex hours may be approved if it does not interfere with workload requirements. Flex hours shall be defined as any irregular starting or stopping time within the employee's scheduled work period (i.e. workday), and must be approved in advance. Employees working an adjusted workday must flex their hours within the same workweek. Overtime will only accrue for the hours exceeding the adjusted work schedule, or the regular work schedule as defined in Article 5.

Shift Trading. Employees may agree to make shift exchanges of up to two (2) twenty-eight (28) day cycles within any bid period. The exchange requires the approval of the Chief of Corrections and must be made ten (10) days prior to the effect of the exchange. The exchange must not result in any increased cost to the Office. Trades involving partial shifts may also be allowed with pre-approval by the team supervisors as long as the trade occurs within the appropriate FLSA cycle for each employee and no overtime is incurred.

Voluntary Transfers. Employees who voluntarily transfer shifts/teams cannot bump pre-determined vacations schedules.

5.2.c SHIFT/TEAM BIDDING

Shift/Team bidding will be combined with the vacation bid, and shall be according to the following procedures:

1. The Employer shall have the right to allocate the number of positions per shift/team and per day.
2. Employees will bid for positions by seniority within classifications. Employees assigned as medical liaison Deputies, inmate services Deputies, Sergeant and Lieutenant, Court Deputies, Administrative Lieutenants, and the Program Lieutenant will not be eligible to bid. Any regular part-time positions will be eligible to bid for shifts by seniority amongst part-time positions only.
3. Seniority for purposes of shift/team bidding within the classification shall be defined as the total amount of service in the employee's current classification. Employees must select

their shift/team within 48 hours after receiving notification by a supervisor that it is their turn to bid, or less senior employees will be allowed to bid. Notification may be either oral or in writing provided it is clear that the intent is to advise the employee that it is their turn to bid. A senior employee who fails to bid within the given 48 hours may select a shift/team at any time thereafter, however, they cannot “bump” a less senior employee who has already bid.

4. Probationary and non-regular employees will not be able to bid for positions. The County may assign such employees to any shift/team. If a probationary employee is scheduled to come off probation prior to the start of a new cycle, the employee will be allowed to participate in the bid process.
5. For Corrections Technicians, once placement on a shift is determined, each employee shall bid days off using seniority in classification. The parties will try to do this all at the same time.
6. Employees from project or special duty rotation assignments may be extended to the start of the next cycle. If not extended, employees coming off project or special duty assignments shall be placed in vacant positions using their seniority and allowing for their preference to the extent that it is reasonably possible without bumping other employees.
7. The determination of how many Corrections Deputies of each gender must be scheduled on each shift/team shall be established by the Employer and incorporated into the bidding procedures for establishing shifts/team.
8. For vacancies on main jail teams and Transport Deputy positions, the Employer will conduct a seniority-based bid to fill the vacancy. The bid will be limited to main jail team members, Transport Deputies, and the Float Sergeant (for Sergeant positions) only. No overtime will be incurred by employees who bid into this voluntary team/shift rotation.

For Corrections Technicians, any newly created or vacant positions shall be posted for seven (7) calendar days for bid by seniority.

Vacancies remaining after the above processes are applied shall be subject to the bidding process at the next available annual bid.

9. Employees with family needs, modified duty requests, or educational requirements may be reassigned to vacant positions, at the discretion of the Employer, with notification to the Union. Other reassignments made necessary by these changes shall be made by the Employer, taking into account seniority and employee preferences to the extent reasonably possible.
10. In cases of emergency, the Employer may adjust, delay, or modify the bid process and shift/team assignments after notification to the Union. The Employer’s rights under this clause are limited to the duration of the emergency.

11. Shift/Team reassignments made necessary by the operating needs of the facility shall be made by the Employer, taking into account, seniority and employee preferences to the extent reasonably possible.

Floater. The Employer may establish a limited number of regular full-time or part-time assignments which are “floaters” as to their weekly assigned schedule and such schedule may vary from week to week as to hours or days. Work schedules will be made up in no less than two (2) week increments and shall be provided to employees in that assignment no later than one (1) week before the assignment begins. All Floaters shall receive a minimum of two (2) consecutive days off per week and shall be scheduled for no more than three (3) days in a row for twelve (12) hour shifts and five (5) days in a row for eight (8) hour shifts, unless by mutual agreement between the employer and the employee.

The total number (by FTE count) of regular part-time, regular full-time employees assigned as Floaters and non-regular or extra help employees shall not exceed fifteen percent (15%) of the FTE count of regular full-time employees in the classification of Corrections Technicians and fifteen percent (15%) of the total combined FTE count of all regular full-time employees in the job classifications of Corrections Deputy, Corrections Sergeant, and Corrections Lieutenant. The parties agree to meet and bargain this issue should circumstances and operational needs change.

Regular full-time Floater assignments will be subject to bid by seniority.

5.3 REST / MEAL BREAKS

Employees on duty during meals are eligible, at no charge to the employee, for meals provided from the kitchen that meet Thurston County health department standards. The County is not liable for any meals other than those available to an employee from the kitchen. Where there is not “release time,” meals shall be on paid time. Where a special duty assignment (ex. Court) allows for release time, meal breaks shall be unpaid.

Employees will be allowed a minimum of one-half (1/2) hour meal break within five (5) hours of the start of their shift. Employees will receive a fifteen (15) minute break for each four (4) hours of employment.

Employees on a 7(k) twelve (12) hour shift schedule will be authorized two (2) thirty (30) minute meal breaks per shift and an additional fifteen (15) minute rest break every four (4) hours.

It is recognized the meal and rest breaks are paid time, and may be interrupted or missed due to the nature of the facility and duties performed by the employees. There shall be no additional compensation or time off for missed or interrupted meal breaks, except as required by State law. It is the responsibility of the Employer to ensure that rest breaks are provided through available resources. When rest breaks are not provided, or not provided in a timely manner, the employee shall notify their supervisor. In cases where the missed break cannot be remedied the employee and supervisor will document the occurrence and the employee will be compensated at 1.5 times their normal rate of pay for the missed break, added to the end of their shift.

5.4 **OVERTIME**

All employees shall be paid overtime at time and one-half for all time worked in excess of their regularly scheduled eight (8) or twelve (12) hour shift in any one twenty-four (24) hour period. Overtime shall be tracked in minutes. The first quarter hour of overtime shall be subject to rounding, with a period of seven (7) minutes or less rounded down to zero (0) and a period of eight (8) minutes or more rounded up to fifteen (15) minutes. Overtime periods greater than fifteen (15) minutes time shall be paid on a minute-for-minute basis. Overtime compensation shall not be required where two shifts are worked in one twenty four (24) hour period due to a shift change. The Sheriff shall institute a system of authorizing and directing overtime worked. For overtime purposes, the twenty four (24) hour period begins with the Day shift.

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

Approved leaves may include, but are not limited to, vacation, sick, holiday or comp-time.

Regular employees covered by this collective bargaining agreement shall receive overtime opportunities prior to any non-regular, extra help or temporary employee receiving the option of overtime. This does not preclude the employer from using these types of employees in an overtime situation if other covered employees are not available or decline the opportunity. Employees who have used leave-without-pay (LWOP) may be prohibited from volunteering for overtime during the pay period in which the LWOP occurred.

The employer will make a good faith effort to notify employees when a scheduled overtime shift is canceled. When efforts to notify an employee are initiated less than four (4) hours prior to the start of the canceled overtime shift, and the employee reports to the shift, the employee shall be allowed to work and receive a minimum of four (4) hours at time and one-half pay, as long as time worked is not an extension of the beginning or end of the employee's assigned shift. Employees who agree not to work with less than four (4) hours' notice shall not receive additional compensation.

Mandatory Overtime (MOT). Mandatory overtime is defined as any non-voluntary overtime of thirty (30) minutes or more. The Employer will make reasonable efforts to avoid imposing MOT on employees. If a Corrections Deputy, Sergeant, or Lieutenant volunteers for four (4) or more hours of overtime, or a Corrections Technician volunteers for two (2) or more hours of overtime, the employee will go to the bottom of the mandatory overtime list (MOT list). Except in cases where no other solution exists, the Employer will make reasonable efforts to not assign MOT to employees who have received pre-approval for scheduled leave on their next scheduled shift, including moving to the next employee on the MOT list.

Corrections Deputies and Technicians' Shift Briefing Overtime. Due to the time spent in shift briefing outside of the normally scheduled shift, Corrections Deputies working all or part of a 12-hour shift at a regular post will be compensated eight (8) minutes overtime per day (which will be

recorded on their time sheet) for pre-shift/pass-on activities. Corrections Technicians will be compensated one-half hour of overtime per week (which will be recorded on their timesheet) for shift briefing compensation for each week in which they actually work.

5.5 COMPENSATORY TIME

A. Accrual and Rate

At the time overtime is worked, the employee has the option to request either overtime compensation or compensatory time. It shall normally be the practice to pay overtime in money during the pay period following the pay period in which overtime is worked. However, with the mutual agreement of the employee and the Sheriff or designee, compensatory time off may be used for overtime and court appearance time. Whether or not compensatory time off is allowed to accrue, in lieu of overtime pay, shall be at the sole discretion of the Employer. If allowed, compensatory time shall be accrued at the rate the actual hours for which overtime payment otherwise would have been made (time and one-half).

B. Maximum Accrual

In no event shall an employee accumulate a balance of more than sixty (60) hours of compensatory time.

C. Compensatory Time Annual Cash-Out

The Employer shall buy down all accumulated compensatory time in excess of thirty (30) hours in their accrual bank as of October 1 of each year (to be included in the employees' October 25th paychecks).

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, union affiliation, political affiliation, veteran status, sexual orientation including gender expression or identity, pregnancy, status as an honorably discharged veteran or military status, genetic information, or the presence of any sensory, mental or physical disability, unless based upon a bona fide occupational qualification. An employee may elect to either pursue an appeal through the contractual grievance procedures or an appeal through alternative means, but not both.

As provided by law, the parties recognize, in addition to the contractual grievance procedure, an election of appeal through alternate means may be available in certain circumstances where an employee is claiming illegal discrimination.

6.2 JOB POSTING / SELECTION

6.2.a HIRING WITHIN THE CORRECTIONS BUREAU

Positions will be filled by the Civil Service processes and rules related to Recruitment & Eligibility, Examinations, Employment Lists and Appointments, unless otherwise modified herein.

Vacancies which occur within the bargaining unit shall be posted for a period of no less than seven (7) calendar days before the position is filled.

Project assignments will have an end date. Any qualified employee may apply for a project assignment. The County may retain an employee in a project assignment if no qualified employees apply.

6.2.b TRANSFERS WITHIN THE SHERIFF'S OFFICE

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

6.3 PROMOTIONS

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

6.4 PERSONNEL FILE / POLICIES

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.

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.

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.

Investigative Reports: Information relating to Internal Affairs 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. Evaluations are not grievable but may be appealed up the chain of command. Additionally or alternatively, employees may elect to provide a written response to the evaluation, which will be retained with the evaluation in the employee's personnel file.

6.6 DISCIPLINARY ACTION

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

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

Disciplinary Actions. Disciplinary action shall include only the following:

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

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

Union and Employee Rights. The Union shall have the right to process any disciplinary action as a grievance through the grievance procedure, except for an oral warning which is grievable through Step 2 only, 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 Union 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 Union legal representative. Absent such request and waiver, information and participation shall be provided to the Union as provided for herein.

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

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

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

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

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

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

Investigative Interviews/Internal Affairs Investigations. The Union recognizes the Sheriff's right to implement department wide policy regarding Internal Investigations. The Sheriff will provide the union with at least thirty (30) days notice prior to the planned implementation of this new department wide policy. Upon request, the Sheriff will bargain prior to implementation. Upon implementation, the new policy will take the place of this entire section of this Agreement ("Investigative Interviews/Internal Affairs Investigations") and it will no longer be applicable to this bargaining unit. The interview of an employee concerning action(s) or inaction(s) which, if proved, could reasonably lead to disciplinary action for that employee, shall be conducted under the following conditions and procedures:

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

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

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

- b. If an employee is considered a suspect, at a reasonable time in advance of the investigative interview, the employee shall be informed in writing, with a copy to the Union, of the nature of the investigation; the specific allegations related thereto; and the policies, procedures and/or laws that form the basis for the investigation; and shall be advised that an opportunity to consult with an Union representative will be afforded prior to the interview.

- c. The requirements of a and b of this Section shall not apply if (1) the employee is under investigation for violations that are punishable as felonies or misdemeanors under law, or (2) notices to the employee would jeopardize the administrative investigation.
- d. After a complainant has been interviewed regarding an action or inaction of an employee and the County deems further investigation is necessary, the employee shall be provided a copy of the complaint as soon as practical, with a copy forwarded to the Union.
- e. The employee shall have the right to have a Union representative present during any interview which may reasonably result in disciplinary action. The opportunity to have a Union representative present at the interview or the opportunity to consult with a Union representative shall not unreasonably delay the interview. However, if the interview begins with the consent of the employee in the absence of a Union representative, but during the interview the employee concludes that assistance is required by reason of increasing seriousness of the disciplinary problem, the employee shall be allowed a reasonable time in which to obtain a Union representative.

To the extent reasonably possible, all interviews under this Section shall take place at the Sheriff's Office facilities.

The County may schedule the interview outside of the employee's regular working hours. However, in that event the appropriate overtime rate and/or irregular hours payment shall be made to the employee.

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.

The employee shall not be subject to abusive or offensive language or to coercion, nor shall interrogators make promises of award or threats of harm as inducements to answer questions.

During an interview, the employee shall be entitled to such reasonable intermissions as the employee may request for personal physical necessities.

All interviews shall be limited in scope to activities, circumstances, events and conduct that pertain to the action(s) or inaction(s) of the employee that is the subject of the investigation. Nothing in this Section shall prohibit the County from questioning the employee about information that is developed during the course of the interview.

If the Sheriff's Office tape records the interview, a copy of the complete tape recorded interview of the employee, noting the length of all recess periods, shall be furnished the employee upon the employee's written request. If the interviewed employee is subsequently charged with misconduct, at the request of the employee or on its own volition, the County shall transcribe the recording and shall provide a complimentary copy to the Union on behalf of the employee.

Interviews and Internal Affairs investigations shall be concluded without unreasonable delays.

The employee and the Union 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, seniority shall be defined as length of service to the Corrections Bureau in any regular position, including any paid leave. County seniority shall be defined as the length of continuous service in county employment.

Seniority shall not be accrued while on leave of absence without pay (excluding disciplinary suspensions) for thirty (30) continuous days or more. Regular part-time employees earn seniority in accordance with their FTE. The appointment date shall be adjusted for leaves of absence without pay, consistent with Article 7.10.

When a regular employee accepts a position with an end date that is outside of the bargaining unit, the employee serving in this capacity will not lose his or her seniority, nor continue to accrue seniority with this bargaining unit while serving in the position with an end date. When the employee returns to his or her former position, the employee's bargaining unit seniority will begin to accrue from the point at which the employee left the position in the bargaining unit.

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. Should seniority dates otherwise be identical, seniority shall be determined by entrance and ranking on the Civil Service eligibility list.

7.3 PROBATIONARY PERIOD

An employee's County seniority shall be established as the initial date of hire, upon completion of the 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 twenty-four (24) months.
- e. Failure to respond to an offer of recall to former or comparable employment.

7.5 LAYOFF DEFINED

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

Lay-off shall be by inverse order of seniority within 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 UNION

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

The Union 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 Union's request, the Employer and the Union shall meet promptly during the first two (2) weeks' of the notice period identified in Article 7.6 to discuss the reasons and the timelines for the layoff and to review any suggestions concerning possible alternatives to layoff. Union 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 Union of the proposed request.

7.8 AFFECTED GROUP

The following procedure shall apply to any layoff:

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

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

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

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

7.9 VACANT POSITIONS

Any employees laid-off shall be given first preference based upon seniority when any jobs for which they are qualified are available within the Sheriff’s Office prior to outside hiring for a period of twenty-four (24) months.

7.10 SENIORITY LIST

The County shall provide a seniority list of all employees within the bargaining unit and their date of hire to the Local Union 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 bargaining unit is employed on a probationary, extra help or temporary basis. The hire date of probationary regular employees shall prevail over that of temporary employees. Probationary and temporary employees so displaced shall receive preference for extra help work. This provision shall apply only to the classification where the initial layoff occurs and not to the classification into which laid off employees have bumped.

7.12 COMPARABLE EMPLOYMENT

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

7.13 LAYOFF OPTIONS

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

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

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

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

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

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

7.14 REDUCTION HOURS / FTE

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

7.15 RECALL

An employee who has been laid off shall be entitled to recall rights for a period of twenty-four (24) months from the effective date of his/her layoff. If a vacancy occurs in a position, employees on the recall list shall be notified of such vacancies at the employee's address on file with the Human Resource Department. The vacancy will be filled, in accordance with seniority, among current employees and those on the recall list. If employees on the recall list elect not to accept an offer to return to work in the former or a comparable position or fail to respond within seven (7) consecutive days of the offer of recall, they shall be considered to have terminated or abandoned their right to re-employment and relinquished all recall rights. If employees on the recall list elect not to accept an offer of a non-comparable position, they may retain their recall rights for the balance of their recall period.

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

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

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

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

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

Employees shall not lose seniority as a result of layoff for a period of up to twenty-four (24) 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 rehire list.

Employees bumping to another position shall retain their old anniversary date for purposes of step increases. Persons rehired to the same salary range shall be placed in their former step and time

in step. The salary for temporary and regular positions with an end date shall be determined by the Sheriff or designee.

All rights provided for in this layoff section are applicable during the 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

8.1.a Effective January 1, 2022, the salary rates as set forth in Appendix B for 2021 shall be increased by four percent (4.0%) for all job classifications.

Effective January 1, 2023, the salary rates as set forth in Appendix B for 2022 shall be increased by four percent (4.0%) for all job classifications.

Effective January 1, 2024, the salary rates as set forth in Appendix B for 2023 shall be increased by an amount equal to the Seattle-Tacoma-Bellevue April 2022 to April 2023 CPI-U, with a minimum increase of two percent (2.0%) and a maximum increase of five percent (5.0%), for all job classifications.

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

(Base monthly rate x 12)

2,080

8.2 HIRE-IN RATES

The Sheriff's Office may hire Corrections Deputies with prior full-time paid law enforcement experience according to the following schedule:

2 years, but less than 3 years Step 3

3 years, but less than 4 years Step 4

4 years, but less than 5 years Step 5

5 years, but less than 6 years Step 6

The Sheriff may authorize adjustment of the hire-in rate, on a case-by-case basis, to enhance the ability to recruit a highly qualified candidate.

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

Steps: For employees with a hire date prior to January 1, 2017, step increase shall be effective on the first day of the month containing the anniversary date of the employee's time in classification. For employees with a start date or promotion date on or after January 1, 2017, anniversary dates that occur no later than the fifteenth (15th) of the month shall result in a step increase effective the first of the month. Anniversary dates that occur on the sixteenth (16th) of the month or later shall result in a step increase effective the first of the following month.

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

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

8.3 SHIFT DIFFERENTIAL

Not applicable to this bargaining unit.

ARTICLE 9 - OTHER COMPENSATION

9.1 CALL-BACK PAY

Employees called in from the scheduled off hours, holidays, vacations, weekends and/or days off for court appearances shall receive a minimum of three hours at time and one-half.

All employees shall respond to emergency call-outs unless extenuating circumstances such as illness or other incapacitation prevent the employee from responding.

When employees are called in to work at the facility for overtime work during normal off-duty hours, vacations, weekends or holidays, they shall receive a minimum of four (4) hours at time and one-half pay, as long as time worked is not an extension of the beginning or end of the employee's assigned shift.

9.2 SPECIAL ASSIGNMENTS

Temporary Shift Supervisor: Corrections Deputies (excluding Sergeants and Lieutenants) assigned to work as a shift supervisor (Options or main jail) or assigned to provide coverage in the absence of the Court or IS Sergeant shall receive an additional ten percent (10%) per hour for each

hour they work in either capacity. The additional ten percent (10%) is in lieu of any special duty assignment pay as identified below.

Special Duty Assignments:

- 9.2.a** Employees assigned to one of the following special duty positions shall receive a three percent (3%) base wage adjustment for the duration of the assignment: Field Training Officer (FTO); Court Deputies and Sergeant (including the Float Sergeant when assigned to Court); Chemical Dependency Program Deputies; Correctional Options Program Deputies and Sergeants; Program Lieutenant; Inmate Services Deputy, Sergeant, and Lieutenant; Medical Liaison Deputy; and Quality Recruiter.
- 9.2.b** Employees assigned by the Administration as Instructors shall receive a three percent (3%) base wage adjustment for each pay period they train or provide services.
- 9.2.c** Employees assigned by the supervisor, in advance, to a specific excrement removal duty shall be paid additional twenty five dollars (\$25.00) above base salary per hour for actual time worked to include no less than two (2) hours and no more than four (4) hours. The county shall determine how many employees per shift are required for this assignment and employees shall be trained in proper procedures. Employees who are not assigned or authorized to perform this duty in advance will not receive the additional pay.
- 9.2.d** **Bilingual Pay.** Eligible employees who perform bilingual duties shall receive a wage adjustment of two percent (2%) for each pay period in which they provide bilingual services. Eligibility to receive bilingual pay is based on demonstrated language proficiency, by testing through ALTA Language Services, Inc. at a Level 9 or higher on the Law Enforcement Listening and Speaking Assessment. Other mutually agreed upon processes may be used if the cited testing is no longer available. The employer will maintain full control of the testing and implementation process.

9.3 MILEAGE REIMBURSEMENT

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

9.4 UNIFORM ALLOWANCE

9.4.a Uniform Allowance: Corrections Deputies (including non-regular employees working twenty (20) hours per week or more), Sergeants, and Lieutenants shall receive \$650 annually as a uniform allowance. In lieu of this allowance, employees may choose to be reimbursed up to \$650 annually for purchase of approved uniform items. Employees may submit receipts for reimbursement no more than twice per year. Effective as soon as practicable following full ratification of this Agreement, the cleaning allowance will be discontinued and replaced with a \$50 per month VEBA contribution, as described in Article 15.4. Effective January 1, 2023, the uniform allowance and reimbursement limit is increased to \$700.00 annually.

Duty Weapon Transition Plan: Corrections Deputies will no longer have the option to self-purchase duty weapons. The transition to county-issued duty weapons will occur during the

firearms qualifying period for each employee. At such time, each employee will be issued a replacement county-issued weapon, corresponding magazine holders and one basketweave holster (in addition, one non-basketweave holster will be issued to any employee hired prior to July 1, 2022). The employee will then be trained and certified on the replacement duty weapon.

The County shall issue a duty belt and required accessories to all Corrections Deputies newly hired in the Sheriff's Office. Such issue shall consist of those articles that are mandated by policy which meet the Sheriff's Office standards. Articles to be included, but not limited to, are: duty belt with brass buckle, a handcuff case, a double magazine pouch, one (1) set of handcuffs, one (1) aerosol restraint case, and four (4) gun belt keepers. The County will replace duty leather items for current employees 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.

Employees will also be issued and required to wear puncture resistant vests. At their own risk and liability and with recent and current medical / physician recommendations, they may be waived from this requirement for six-month intervals. Employees may still be required to wear the vests for court, transport or other assignments as delineated by the Sheriff or designee.

Corrections Technicians shall wear uniforms as specified by the Employer's policy. The uniform allowance will be \$400.00 per year.

9.4.b Replacement for Damaged Items: The Employer 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 Employer in writing that he/she intends to carry the item on duty and the value of the item, and (2) the Employer has given authorization to carry the item. The Employer 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 Employer shall act upon the matter within twenty-one (21) calendar days from the date the personal item was brought to the Employer's attention. The employee shall assist the Employer in securing restitution or indemnification through the courts.

9.5 EDUCATIONAL/ PERFORMANCE INCENTIVE

Employees with an applicable Bachelor's degree from an accredited college or university and having reached the fourth step in the pay plan will be eligible for a three and one half percent (3.5%) educational/performance incentive. Those employees at step four or above with an applicable Associate's degree from an accredited college or university will be eligible for a one and one half percent (1.5%) educational/performance incentive. Additional percentages are as set forth in the table below. Employees may only receive one type of incentive at a time, which will be granted to eligible employees unless the employee receives an over-all unsatisfactory performance evaluation in which case the education incentive pay shall be suspended for one (1) year. After one (1) year, an over-all satisfactory performance evaluation must be received in order to re-instate the educational/performance incentive pay.

PERFORMANCE PREMIUM

Completion of	3 Yrs	5 Yrs	10 Yrs	15 Yrs	20 Yrs	25 Yrs
Performance	0.5%	1.5%	3.5%	4.5%	5.5%	6.0%
AA/AS Degree	1.5%	2.5%	4.0%	5.0%	6.0%	6.5%
BA/BS Degree	3.5%	4.5%	6.0%	6.5%	7.0%	7.5%

Example: A 10-year corrections officer with an AA Degree receives 4.0% performance premium; without an AA Degree, the deputy receives 3.5%; with a BA Degree, the deputy receives 6.0%. Percentages are based on actual base salary, i.e., deputy receives premium on deputy pay, sergeant premium on sergeant pay.

In order to activate the educational incentive, employees who have an applicable degree must notify the Sheriff's Executive Aide. If transcripts were not provided during the hiring/background process, the employee must have their transcripts sent in a sealed envelope to the Executive Aide of the Sheriff's Office to verify completion of their degree program. Educational/performance incentives will be included in the eligible employee's monthly paycheck. 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 Employer shall pay the sum of \$10,000 toward funeral and connected expenses to the employee's surviving spouse (or, if none, to the employee's 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
- Presidents' Day - 3rd Monday in February
- Memorial Day - Last Monday in May
- Juneteenth – June 19
- Independence Day - July 4
- Labor Day - 1st Monday in September
- Veterans' Day - November 11
- Thanksgiving Day - 4th Thursday in November
- Day After Thanksgiving Day - 4th Friday in November

Christmas Day - December 25

In addition, each employee who has completed six (6) months of employment shall be allowed two (2) floating holidays. The floating holidays will be worth eight (8) or twelve (12) hours depending whether it is taken on an eight (8) or twelve (12) hour scheduled workday.

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

Floating Holiday (one additional) – completion of 15 years of service

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

Floating Holiday (a third additional) – completion of 25 years of service

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

Provided that in the event the Employer designated additional paid holidays for a majority of other Employer employees (other than holidays contained in other Thurston County collective bargaining agreements), then the additional holidays shall apply to members of this bargaining unit.

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, holiday leave, floating holiday(s), comp time, or by making alternative work schedule arrangements. In the event an employee who is not eligible to use accrued leave requests time off to observe a religious holiday, the Employer will consider approving leave without pay. Such requests shall not be unreasonably denied but are contingent on operational needs.

10.3 HOLIDAY OBSERVANCE

Holiday observance shall begin at 12:01 a.m. and continue for the 24-hour period of each holiday listed in Article 10.1– Holidays. Employees will receive the holiday rate of pay for all hours worked during the holiday.

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

10.4 HOLIDAY COMPENSATION

- A. 5/2 Traditional Work Schedules (Monday through Friday):** Employees on a 5/2 traditional work schedule who receive the holiday on the observed day (resulting in a day off from their regular schedule) shall receive no additional holiday time. An employee who works the observed holiday will be paid at the overtime rate (1.5x) for all hours worked, in addition to the employee's regular pay. When an employee works the actual holiday, the hours worked will be paid at the double time (2X) rate, in addition to the employee's regular pay.
- B. 5/2 Non-Traditional Work Schedules:** When a holiday falls on a regularly scheduled day off, then the employee will receive an additional eight (8) hours of holiday time off ("Holiday benefit pay"). When an employee works the holiday, then the employee shall receive their (8) hours of holiday time off plus four (4) hours of pay at straight time. Hours worked in excess of the employee's regularly scheduled eight (8) hour shift during the twenty-four (24) hour period will be paid at the double time (2X) rate and there is no additional holiday time off.
- C. 12-Hour Work Schedules:** When a holiday falls on a regularly scheduled day off, then the employee will receive an additional eight (8) hours of holiday time off ("Holiday benefit pay"). This rule will also apply to employees who are scheduled to work the holiday and take it as a day-off using non-holiday leave to cover the absence (if the employee uses holiday leave to cover the absence, 12-hours will be accrued/applied and no additional holiday leave will accrue). If, on a holiday, the employee works a regularly scheduled twelve (12) hour day wherein a majority of their work hours falls on the holiday, the employee will receive twelve (12) hours of holiday time. In addition, the employee will receive six (6) hours of pay at straight time, distributed hour-for-hour for every hour worked during the twenty-four (24) hours of the date of the holiday. Hours worked in excess of the employee's regularly scheduled twelve (12) hour shift during the twenty-four (24) hour period will be paid at the double time (2X) rate and there is no additional holiday time off.

10.5 HOLIDAY LEAVE

Employees requesting holiday leave shall normally do so at least ten (10) days in advance of the date requested. Such leave shall be subject to the approval of the Sheriff or designee based on operation and scheduling requirements of the Employer. Approval for dates requested shall be given to employees within five (5) working days of their submission. All holiday leave not used by October 1 of each year shall be paid in full (to be included in the employees' October 25th paychecks).

ARTICLE 11 – ALTERNATIVE LEAVE

11.1 DEFINITION

The employees of the bargaining unit have retained a traditional leave system and do not have 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 1st year of service	4.50	9.00	108
During 2nd year of service	4.84	9.67	116
During 3rd & 4th year of service	5.17	10.33	124
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	6.75	13.50	162
During 13th & 14th year of service	7.00	14.00	168
During 15th & 16th year of service	7.75	15.50	186
During 17th & 18th year of service	8.00	16.00	192
During the 19th year of service and beyond	8.25	16.50	198

Employees will have vacation leave taken reflected on the time sheet and then the hours taken will be charged against the vacation leave accrual. Leave accrues on the last day of each pay period and may not be used until the first day of the following pay period (no “negative” leave use during the pay period in which it is earned). Employees who are on leave-without-pay for forty (40) or more hours in a pay period will not accrue vacation leave for that pay period.

12.2 VACATION SCHEDULING

Vacation Scheduling Process:

- a. The vacation bid will be combined with the shift/team bid described in Article 5. The bid process will immediately follow the selection of special duty assignments. Employees shall submit their request for vacation to the Bureau Chief or his/her designee, in writing,

no later than December 1st for the next calendar year. Each employee shall submit their bid within forty-eight (48) hours of receiving notice that it is their turn to bid, otherwise their bid will be entered when received, regardless of seniority. For purposes of vacation bidding only, the year shall be considered January 1 through December 31. The Bureau Chief shall approve/disapprove the overall bid no later than December 31st.

- b. For Corrections Technicians Only: There will be no overlap for the top fifty percent (50%) of the bid. An overlap of no more than two days for the primary bid and two days for the secondary bid will be allowed for the bottom fifty percent (50%) of the bid for vacation bids within assigned categories. The vacation calendar will reflect only those vacation days which fall on staff's regularly scheduled work days.
- c. Employees with the greater rank than seniority within the same job classification/groups shall be given preference of vacation requests within the designated groups. For vacation purposes, seniority (or rank, when applicable) may be exercised for one (1) primary and one (1) secondary vacation period per year.

Secondary bids will be considered only after all primary bids. Sergeants will ensure their vacation bid does not coincide with the Lieutenant on their shift. The total amount of time bid by staff for their primary and secondary vacation bid may not exceed the total number of vacation days they will accrue in the calendar year. Regularly scheduled days will not be counted when computing the number of days bid for. Staff may include future accruals in their bid, but must have sufficient time accrued to cover the vacation at the time the leave is taken. Ancillary days off are not subject to the annual accrual limitation.

- d. Ancillary days off will be approved or denied on a first come, first served basis.
- e. Should it be necessary for the Employer to cancel a previously scheduled vacation or ancillary day(s) off due to emergency workload requirements, the employee's vacation so canceled will be given priority for rescheduling. It is understood and agreed between the parties that all annual leave and ancillary shall be granted at the convenience of the Employer. Should an approved vacation or ancillary day be canceled for a reason other than a county-wide natural disaster or declaration of emergency, the employee may be reimbursed for the employee's own non-refundable travel expenses, up to \$500.00.
- f. Employees requesting ancillary days off at least ten (10) days in advance of the date(s) requested shall receive an answer within five (5) days.
- g. Employees who are receiving L&I benefits due to a work-related injury/illness will be allowed to cancel previously approved vacation leave if the work-related injury/illness prevents the employee from fulfilling their vacation plans. The employer assumes no responsibility for the cost of canceled vacation plans, e.g. non-refundable tickets, etc., under this provision.

h. Rules for the Following Employee Groups:

Blue, Red, Green and Gold Teams:

Vacation: Primary and secondary vacation bids will not overlap. Sergeants; The two Sergeants assigned to a specific team will bid for vacation amongst themselves by seniority. The Lieutenant and two Sergeants assigned to a specific team will not have their primary or secondary vacation bids overlap. CD's; CD's assigned to a team will bid amongst themselves by seniority. They will not overlap each other for the primary or secondary vacation bids. They may overlap the team Lieutenant and Sergeant's vacation bids.

Ancillary: Up to three members of a team including the Sergeants and CD's may use bid vacation and/or ancillary days on the same day as long as ancillary rules are met. No more than one supervisor assigned to a specific team (Lieutenant and two Sergeants) will use an ancillary day and/or bid vacation day at the same time.

Lieutenants Assigned to Main Jail Teams:

(Blue, Red, Green and Gold Teams)

Vacation: The four Lieutenants assigned to main jail teams will bid for vacation by seniority. There will be no overlap for primary and secondary vacation bids.

Ancillary: Only one Lieutenant assigned to main jail teams may be off on vacation and/or ancillary days at any given time. (Additionally, main jail team Lieutenants will comply with the rules established for supervision coverage under the Blue, Red, Green and Gold team rules). A team Lieutenant vacation bid is considered in effect from the first bid day through the last bid day. No other team Lieutenant may use ancillary days during this timeframe. This includes the regular days off of the Lieutenant that is on vacation. Team Lieutenants may request an exception to this rule through the Administration. All current circumstances at that time will be considered before rendering a decision.

Administrative Lieutenants:

(Administrative Lieutenant, Program Lieutenant and Inmate Services Lieutenant)

Vacation: The three Administrative Lieutenants will bid for vacation by seniority. There will be no overlap for primary or secondary vacation bids.

Ancillary: Only one Lieutenant may be off on vacation and/or ancillary days at any given time.

Options:

Vacation: The Sergeants will bid for vacation first by seniority and then the CD's by seniority. There will be no overlap for primary or secondary bids. Additionally the Sergeants will not overlap the Program Lieutenant's primary or secondary vacation bid.

Ancillary: Up to two members, including Sergeants and CD's, may be off on bid vacation and/or ancillary days at any given time. Only one member of a team will be off on a bid vacation and/or ancillary day on any given day. Additionally only one supervisor, including the Program Lieutenant and Sergeants, may use an ancillary day or bid vacation day on any given day.

Court:

Vacation: The Sergeant will bid for vacation first and then CD's by seniority. There will be no overlap for primary or secondary bids.

Ancillary: Up to two members, including the Sergeant and CD's, may be off on bid vacation and/or ancillary days on any given day.

IS Sergeant, Classification CD's, Medical CD's and Transport CD's:

Vacation: The IS Sergeant will bid for vacation first and then CD's by seniority. There will be no overlap for primary or secondary bids. Additionally, the IS Sergeant will not overlap the IS Lieutenant's primary or secondary vacation bid.

Ancillary: Up to two members, including the Sergeant and CD's, may be off on bid vacation and/or ancillary days at any given time. Additionally, the IS Sergeant will not use an ancillary day on the same day as the IS Lieutenant. There will be only one member of each of the following divisions allowed off on an ancillary day on any given day: Classification Deputies, Medical Deputies and Transport Deputies. Additionally an ancillary day will not be allowed if the other member of their division is on their primary or secondary vacation bid.

Float Sergeant and Deputy Floats:

Vacation: The Float Sergeant will bid for vacation first then the CD Floats by seniority. There will be no overlap for primary or secondary bids.

Ancillary: Up to two members, including the Sergeant and CD's, may be off on bid vacation and/or ancillary days at any given time.

Corrections Technicians:

Vacation: CT's will bid for vacation by seniority. There will be no overlap of primary or secondary vacation bids for those members in the top 50% of seniority. The members in the bottom 50% of seniority may be allowed to overlap two days of another member for their primary vacation bid and two days of another member for their secondary bid.

Ancillary: Up to three members may be off on bid vacation and/or ancillary days on any given day. Only two members of a particular shift will be off on a bid vacation and/or ancillary day on any given day.

Day Off Requests

Ancillary – When ancillary days off are granted, it will be in adherence to the above rules. Members off include any previously scheduled absences for holiday leave, vacation, training, banked leave, sick leave, military leave, administrative reassignment and FMLA, and, when applicable, one Basic academy person per employee group. In bid groups where employees on long term FMLA, military, administrative reassignment, and L&I leave impact the ability of other employees to utilize ancillary time off, employees may request an exception to the rules through their immediate supervisor.

- Team Sergeants may request up to two (2) days as exceptions to the Ancillary rules for supervisors each year through their immediate supervisor. Requests will be granted as long as at least one supervisor will be present. Team Sergeants may request additional exceptions to supervisor ancillary rules through Administration.
- Team Lieutenants may request exceptions to the ancillary rules for supervisors through Administration for days when both team Sergeants will be present.

- Administrative Lieutenants may request exceptions to their ancillary rules through Administration.
- Approval for ancillary days off shall be based on the facts in place at the time of the request. Once time off has been bid for, or requested and approved, it will not be cancelled due to members calling in sick, additional scheduled training, etc., nor will they be required to call in within an allotted timeframe prior to ensure they can still have the previously approved time off. Members may request ancillary days off up to 90 days in advance.
- Employees requesting ancillary days off at least ten (10) days in advance of the date(s) requested shall receive an answer within five (5) days.

The following chart is provided for illustrative purposes only. Check the rules for additional details and specific information:

GROUPS		Max Off for Group*	Vacation Bid	Restrictions
BLUE	SGT's	3	1	Sgt's vacation bid is separate from CD's. <i>Only 1 Sgt may be off at a time</i>
	CD's		1	
RED	SGT's	3	1	Sgt's vacation bid is separate from CD's. <i>Only 1 Sgt may be off at a time</i>
	CD's		1	
GOLD	SGT's	3	1	Sgt's vacation bid is separate from CD's. <i>Only 1 Sgt may be off at a time</i>
	CD's		1	
GREEN	SGT's	3	1	Sgt's vacation bid is separate from CD's. <i>Only 1 Sgt may be off at a time</i>
	CD's		1	
OPTIONS	SGT's & CD's	2	1	Sgt's will bid then CD's by seniority
COURT	SGT & CD's	2	1	Sgt will bid then CD's by seniority
ISS, CLASS, MEDICAL, TRANS	ISS & CD's	2	1	ISS will bid then the CD's by seniority. Only 1 class CD may be off at a time. Only 1 medical CD may be off at a time. Only one transport CD may be off at a time.

FLOATS	CD's	2	1	
Corrections Techs	Central, C Unit, & Reception	3	1	Only 2 CT's assigned to a shift may be off at the same time.
Lt's	Admin, Program, and IS Lt's	1	1	
	Team Lt's	1	1	If one of the Lt's Team Sergeants is off, the Lieutenant may not be off.

*Only one Basic academy person per group count against ancillary days.

*Vacation is included in the max off for group number.

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

Regular employees may accrue up to a maximum of three hundred eighty (380) hours of vacation. Upon an employee's retirement or separation from County employment, employees who have completed at least six (6) months of service shall be paid for a maximum of two hundred eighty (280) hours of accrued vacation. If a current regular employee dies the entire balance of accrued vacation shall be paid to the appropriate beneficiary, but not to exceed three hundred and eighty (380) hours.

ARTICLE 13 - SICK LEAVE

13.1 SICK LEAVE ACCRUAL

Employees shall accrue four (4) hours for each completed pay period of service to a maximum of twelve hundred (1,200) hours).

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

References in this Agreement to “sick leave” include both regular sick and WPSL hours, unless stated otherwise.

13.2 SICK LEAVE USAGE

- A. Employees will have sick leave taken on a scheduled eight or twelve hour day reflected on the time sheet and the hours taken will be charged against the sick leave accrual specified by the employee (WPSL or regular sick leave).
- B. Sick leave with pay shall only be used in the event of: (1) illness, injury or disability of the employee, (2) illness, injury or disability of a member of the immediate family (as defined in Section 13.6 Family Member) requiring the employees' attendance, (3) When the employee's child's school or place of care has been closed by order of a public official for any health-related reason., (4) Any absence that qualifies for leave under the state's Domestic Violence Leave Act, (5) Bereavement authorized under the provisions of Article 14.4, Bereavement Leave, and (6) When on worker's compensation, to make up the difference between the worker's compensation payments plus the employee's regular rate of pay once the leave supplement has been exhausted.
- C. 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 corrections duties or as a result of inmate 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 13.5).
- D. Except in cases of documented sick leave abuse, an employee's use of sick leave shall not be referenced in a performance evaluation or utilized to deny a special duty assignment.
- E. The Union agrees to do all in its power to discourage any misuse of sick leave privileges and further agrees that any employee proven to have misused sick leave privileges shall be subject to disciplinary action and/or have their leave designated as unauthorized leave without pay (LWOP).
- F. During the calendar year, WPSL hours may accrue without regard to the 1,200 hour maximum for sick leave hours. On January 1 of each year, a maximum of forty (40) WPSL hours can be carried forward. Any WPSL in excess of forty (40) will be transferred into the employee's regular sick leave bank, up to the 1,200 hour maximum.
- G. Employees are authorized to receive severance pay for accumulated sick leave (including WPSL) at the rate of one-half of the accumulated sick leave upon retirement after five (5) years' service or upon separation after 20-years of service, but in no event, to exceed payment for 460 hours. The sick leave cash-out may be placed into the employee's VEBA

account described in Article 15.4, subject to the terms of the Article. The severance pay shall only be paid if the employee is

1. Eligible to retire under PERS or PSERS and leaves employment, or
2. Upon separation of 20-years of service to Thurston County, or
3. In the event of death of the employee.

13.3 USE OF OTHER LEAVES FOR SICK LEAVE PURPOSES

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

1. holiday leave until exhausted;
2. banked leave until exhausted;
3. then vacation leave and/or the floating holiday(s) (the floating holiday will be applied first if there are not enough vacation hours to cover the requested absence).

The floating holiday must be used in full shift increments. Exceptions to the order of other leaves used may be made to avoid the loss of the employee's vacation leave (if at maximum accrual) or the floating holiday.

The Employer may deny an employee's use of other leaves in lieu of sick leave if the employee has received disciplinary action (documented oral warning or greater) for attendance problems within the last 12-months.

13.4 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) and Chapter 50A.05 RCW (Washington Paid Family & Medical Leave).

The appointing authority shall determine the amount 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 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 last donated, first returned 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.

13.5 COORDINATION –WORKER’S COMP

The Employer will provide a leave supplement for PERS or PSERS employees injured in the line of duty when such injury is directly related to the inherent dangers associated with employment in law enforcement, as described 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. 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, holiday leave, banked leave, floating holiday(s), 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 base salary.

13.6 FAMILY MEMBER

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

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

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 month (no "negative" leave use during the month 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 Shift Supervisor of the notification of jury duty as

soon as the employee is aware of it. The employee shall keep the Shift Supervisor informed of the time requirements of the duty. Regular employees shall pay to the Employer any pay received for jury duty that occurs on a scheduled work day. 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.)

Pursuant to applicable regulations, an employee shall not be required to provide orders prior to being granted leave; however, the employee may be required to provide their appropriate documentation after using military leave, which cover the period of leave.

14.4 BEREAVEMENT

In the event of a death in the employee's immediate family (as defined in Article 13.6), a regular employee (including probationary) and non-regular employees, shall be granted up to:

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

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

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 legally 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:

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

- For the birth or adoption of a child or placement of a foster child;
- To care for an immediate family member with a serious health condition. For the purposes of this subsection, the definition of “immediate family” will be found in Article 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.

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

- To care for a spouse, son, daughter, parent or nearest blood relative who is a military service member with a serious illness or injury sustained in the line of duty. Leave used to care for an injured or ill military service member, when combined with other FMLA-qualifying reasons, may not exceed a total of twenty-six (26) weeks in a single twelve (12) month period.

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

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

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

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

When requesting time off for an approved FMLA-covered absence, employees are required to notify their supervisor (or time keeper) that the time off is designated under the FMLA.

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.05. Both the Employer and employees shall pay the monthly premiums specified under the law through payroll deduction. The following will apply to employees who receive WAPFML benefits:

1. Employees must notify the Employer of the need for leave. Thirty (30) days' written notice in advance of the absence is required for foreseeable leave, or as soon as practicable when the leave is unforeseeable.
2. When WAPFML and FMLA both apply, the following requirement in Article 14.1 will not apply: *"As appropriate for the type of leave requested, paid leave accruals will be utilized prior to unpaid leave. While paid accruals are to be utilized first during periods of pre-approved leaves of absence related to a legally protected leave, such as FMLA or military leave, the employee may retain a balance of up to eighty (80) hours of vacation time prior to the approval and utilization of unpaid leave."* Employees receiving WAPFML benefits may retain their entire accrued leave balance.

14.10 INCLEMENT WEATHER

The jail will remain open. When inclement weather or other natural disasters force closure of other Thurston County buildings, the employees of this bargaining unit are essential personnel and will report to work.

14.11 CONTINUITY OF OPERATIONS

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

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

ARTICLE 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 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 as per the Section below.

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, vision and long-term disability 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, life and long term disability under the County's insurance plans. 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.

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 for the less expensive of Kaiser Health Value or Uniform Medical Classic. Should the PEBB no longer offer one or more of these medical plans, the parties shall meet and bargain over replacement coverage with the goal being to find the closest plan coverage at zero cost to the employee and/or the same or similar amount of contribution by the County towards the employee's full-family medical coverage.

15.3 SECTION 125 PLAN

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

15.4 VOLUNTARY EMPLOYEE BENEFICIARY ASSOCIATION (VEBA) PLAN

The Employer agrees to establish and maintain a VEBA plan for employees in this bargaining unit. Contingent upon agreement to eliminate the cleaning allowance in Article 9.4.a, effective as soon as practicable following full ratification of this Agreement. The Employer will contribute fifty dollars (\$50.00) per month to the VEBA account of each bargaining unit employee. Employees may access the funds in the VEBA account upon separation from service to the County.

The full sick leave cash-out, as defined by Article 13.2, will be placed into the employee's VEBA account upon any separation that qualifies for a cash-out of the sick leave balance, but only when authorized by a vote of eligible members of the bargaining unit. A vote on participation in the sick-leave cash-out contribution to VEBA may occur on an annual basis. If a vote is to be conducted, the Union will request a list of eligible voters based on voting criteria established by the Union. The request should be received by the County's Human Resources Department not later than September 1 to receive the list by October 1 (requests received after September 1 will be honored and the list provided as soon as possible). Election results must be provided to the Human

Resources Department no later than October 31st. The outcome of the election will be effective on January 1 of the following year and continuing until a new vote is conducted.

15.5 RETIREMENT

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

15.6 LIABILITY INSURANCE

The Employer will continue to provide liability coverage relating to liability which may arise from official duties in which an employee may engage, while acting within his/her lawful scope of employment. Whenever possible, the Employer will notify the Union prior to any changes in this coverage.

In cases of civil actions brought against employees while acting within the scope of County employment, legal representative 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.

ARTICLE 16 – TRAINING

16.1 TRAINING

The Union and the Employer recognize the importance of training in promoting employee efficiency, job satisfaction and safety. It is, therefore, agreed that the Employer may require an employee to attend up to twenty (20) hours of in-house or satellite training during the calendar year on off-duty time. Off-duty time shall mean regular days off, vacation, compensatory time leave, holiday time, or after the completion of the regular work shift. Compensation for such off-duty training shall be at the employee's standard overtime hourly rate of pay.

In addition and/or in lieu of the above, employees entitled to Kelly Days under the provisions of Article 5.2.a.3, will be required to attend twenty-four (24) hours of training each year in three (3)

eight (8) hour segments. These training days are in addition to the employee's regular work schedule but do not result in additional compensation.

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

This Section creates an open communication procedure for the purpose of mutual problem-solving, planning and initiating discussions regarding matters of general concern to employees of the Sheriff's Office as opposed to grievances. It is understood that any matter which has been made the subject of a formal grievance under the terms of this labor agreement shall be excluded from consideration by the labor-management committee under this procedure. It is further understood that the work of the parties under this communications procedure shall in no way add to, subtract from, alter or amend the labor agreement. Either the employees or the Employer 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 Union President (or his/her designee) and the Sheriff (or designee.) The make-up of the committee shall be determined at the time the parties agree to initiate discussions regarding a particular subject or matter.

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

17.2 COMPOSITION OF COMMITTEE

The Labor/Management committee shall be composed of representatives of the Employer and of the Union. 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.

17.3 COMPENSATION

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

ARTICLE 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.

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

Overcrowding is a recognized health and safety concern. In recognition thereof, should the number of inmates housed in the Corrections Facility exceed policy limits established by the operational capacity bed plan, the Employer agrees to immediately take appropriate steps to reduce unsafe conditions. Such steps may include: adding staff to areas where the inmate population exceeds desired limits; strategies to reduce the inmate population; and/or adding staff when the classification of inmates or other conditions may create a health or safety concern. Management will consider on-going input from the Union on how to address safety and staffing issues and retains the right to establish different staffing levels on case-by-case basis. Modifications that increase the number of inmate beds in the existing floor plan (as it existed in August 2015) and proposed changes to policies and procedures, including the operational capacity bed plan, that impact staff safety are mutually understood to be a mandatory subject of bargaining.

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

Statement of Principles: The Employer, Union and the employees it represents recognize that the use of drugs and alcohol which adversely affects the 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 Office.

Reporting Requirements: Employees are required to immediately report:

- a. any drug which may cause impairment - prescription or non-prescription
- b. any and all drugs which have been taken/utilized to the Medical Review Officer or collection agent, if scheduled for drug testing as defined below.

Prohibited Drugs and Substances: Employees are hereby informed that drugs or substances that are prohibited by the Employer include:

- a. all illegal drugs
- b. all prescription drugs for which the employee does not have a prescription
- c. alcohol or other substances that have any adverse affect on an employee's job performance.

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

- a. 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
- b. The agreement of the Employer, the Union and the employee to test that employee at unspecified intervals to ensure a previous problem of substance abuse has been arrested.

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

Smoke-Free Workplace Policy: Smoking is prohibited by all employees in the work place occupied by the Sheriff's Office. Smoking is prohibited in County-owned vehicles.

18.4 WORK PLACE VIOLENCE

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

ARTICLE 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. A grievant is an employee or group of employees covered by this agreement who make a claim that their rights have been violated, or believe that they have received

inequitable treatment because of some condition of their employment which has been specifically addressed or identified in this Agreement. An aggrieved employee may personally, or with the assistance of the Union, seek relief through this grievance procedure. 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 Union 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 COMPUTATION OF TIME

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

19.3 GRIEVANCE PROCEDURE

Step 1 When an employee feels his/her rights and privileges under this Agreement have been violated, the employee shall consult with the Union Officers or Shop Stewards. The aggrieved employee and the Union Representative shall within ten (10) days of the date that the grievance event occurred (or the date the employee knew or should have known about the grievance event) present the facts in writing to the Supervisor. Within five (5) days thereafter, the Supervisor shall submit his/her answer to the Union 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 Union decide the answer of the Supervisor is unsatisfactory, the Union 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 Union Representative, a member of the Union's Executive Board and the Sheriff (or designee) within five (5) days for negotiation of the issue. The Sheriff (or designee) shall respond in writing with a decision within five (5) days of the meeting. The Sheriff will hear all contract-based grievances and all grievances involving written reprimands, suspensions, reassignments, demotions, and terminations. In documented oral warning cases where a designee is assigned, the designee will hold the rank of Chief or Undersheriff and will be of a higher rank than the person who initiated the discipline.

Step 3

If a matter based solely on wages or wage-related benefits is still not settled satisfactorily at either of the above steps, 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 its designee, shall hear the grievance within twenty (20) days and respond with a decision in writing to the Union within ten (10) days after the close of such hearing. Each party shall have a maximum of four (4) hours in which to present its case to the Commissioners or its designee. Each party shall be allowed to present evidence (witnesses, documentary exhibits and other relevant exhibits) and arguments (written and oral). Time spent in cross-examination shall be charged to the party conducting the cross-examination.

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

For contract-based grievances, if the matter is still not resolved at the above steps, the grievance shall be submitted within twenty (20) days, by either party, to an arbitrator. The arbitration shall be (1) as agreed to by the parties; (2) selected from a list of seven (7) arbitrators provided by the Public Employment Relations Commission (PERC), American Arbitration Association (AAA) or Federal Mediation and Conciliation Service (FMCS). The parties shall alternately strike one name from the list, until only one name is left. If order of strike is not agreed upon, the first strike shall be determined by lot.

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

The losing party 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.

In the case of disciplinary actions, both appealable to the Civil Service Commission and grievable under the terms of this Agreement, an election of remedies shall be made prior to submission of the grievance at Step 3. An employee may elect to either pursue an appeal to the Civil Service Commission or continue with the contractual grievance procedure, but not both.

19.4 EMPLOYER GRIEVANCE

The Employer may initiate a grievance at Step 2 if the grievance is submitted in writing within ten (10) business days from the date the employer became aware or reasonably should have known that the grievance existed. The employer may not grieve the acts of individual employees, but

rather, only orchestrated acts or actions of authorized representatives believed to be in conflict with this Agreement. Such grievances are not eligible for Step 4.

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

19.5 SCHEDULE OF MEETINGS

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

1. Investigate any grievance or dispute so that same can be properly presented in accordance with the grievance procedure.
2. Attend meetings with the Employer representatives when such meetings are necessary to adjust grievances or disputes. Meetings with designated personnel will be by appointment and held without delay when possible.
3. Confer with a staff representative of the Union 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

20.1 NO STRIKE / NO LOCKOUT

The Union 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 on the Employer by the Union or any other labor organization. Disciplinary action, including discharge, may be taken by the Employer against any employee or employees engaged in a violation of this Article. Such disciplinary action may be undertaken at the option of the Employer and shall not preclude or restrict recourse to any other remedies, including an action for damages, which may be available to the Employer.

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 Union will, within one (1) hour of notification by the Employer, 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.

The Employer shall not impose a lockout of the bargaining unit or any employee covered by this collective bargaining Agreement during the term of this Agreement, unless any of the provisions of this Article are violated by the Union.

It is acknowledged that under RCW 41.56, strikes by employees in the bargaining unit are illegal.

ARTICLE 21 - MANAGEMENT RIGHTS & RESPONSIBILITIES

21.1 MANAGEMENT RIGHTS AND RESPONSIBILITIES

It is understood and agreed by the parties that the Employer possesses the sole right to operate the 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 Employer; however, such rights and responsibilities must be exercised consistent with the provisions of this agreement. These Employer 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 an employee for cause in accordance with the standards as provided in the Sheriff's Office Policy and Procedures Manual.
6. To determine the size and composition of the work force and to lay off employees in the event of lack of work or funds.
7. To determine the mission of the Sheriff's Office and the methods and means necessary to efficiently fulfill that mission.
8. To determine the methods and means of providing for the safety and health of employees and for adherence with applicable occupational health and safety laws and regulations.

The Employer and Union 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 Employer.

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

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

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

ARTICLE 23 - LIFE OF AGREEMENT

23.1 LIFE OF AGREEMENT

Except as otherwise provided herein, this Agreement shall be effective January 1, 2022, and shall remain in full force and effect until the 31st day of December 2024.

SIGNATURES:

SIGNED FOR THE UNION:



President, Local 618-CD



Negotiating Committee



Negotiating Committee



Negotiating Committee



Negotiating Committee



WSCCCE Staff Representative


SIGNED FOR THE EMPLOYER:



Thurston County Commissioner



Thurston County Commissioner



Thurston County Commissioner



Thurston County Sheriff's Office

**Appendix “A”
Job Classifications**

Range 01	Corrections Deputy
Range 02	Corrections Sergeant
Range 03	Corrections Lieutenant
Range 04	Corrections Technician

Appendix “B” Wages



AFSCME 618-CD MONTHLY SALARY

EFFECTIVE 01/01/2022 -- 4.0% COLA

2022
corr

Title	Range	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7
5280 Corrections Technician	04	4,181	4,390	4,609	4,840	5,082	5,336	5,603
5310 Corrections Deputy	01		5,061	5,314	5,579	5,858	6,151	6,459
5315 Corrections Sergeant	03				6,719	7,055	7,407	7,778
5320 Corrections Lieutenant	02				8,374	8,793	9,232	9,694



AFSCME 618-CD MONTHLY SALARY

EFFECTIVE 01/01/2023 -- 4.0% COLA

2023
corr

Title	Range	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7
5280 Corrections Technician	04	4,348	4,566	4,794	5,034	5,285	5,550	5,827
5310 Corrections Deputy	01		5,263	5,526	5,803	6,093	6,398	6,717
5315 Corrections Sergeant	03				6,988	7,337	7,704	8,089
5320 Corrections Lieutenant	02				8,709	9,145	9,602	10,082

MOU - Compensatory Time Cash-Out for Implementation of New Payroll System

Memorandum of Understanding
By and Between
Thurston County,
The Thurston County Sheriff's Office, and
AFSCME/WSCCCE Local 618-CD (Corrections)

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

Negotiations of the successor to the 2020-2021 collective bargaining agreement between the above listed parties included discussion of the up-coming implementation of a new payroll system. To facilitate implementation, the parties agreed to a one-time cash-out of all accrued compensatory time. The agreement is as follows:

Prior to implementation of the new payroll system, all employees will receive at least ninety (90) days advance notice that any remaining compensatory time balances will be cashed out if not used as leave. This cash-out is required to facilitate implementation of the new payroll system.

Upon cashing out of the final compensatory time balances, accrual of compensatory time will follow the provisions of Article 5.5, effective with the next pay period after cashing out the balance.

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

Signed and dated this 30 day of August, 2022.

For the County:



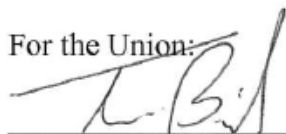
Maria Aponte, Director
Human Resources

For the Sheriff's Office:



Ray Budy, Undersheriff

For the Union:



Tim Binschus, Union President



Aaron Cole, AFSCME Staff Representative