

**COLLECTIVE BARGAINING
AGREEMENT**

BETWEEN



TEAMSTERS LOCAL UNION #252

AND



**GRAYS HARBOR COUNTY SHERIFF'S OFFICE
(SUPPORT DIVISION EMPLOYEES)**

January 1, 2018 - December 31, 2019

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1. INTRODUCTION

1.1. Preamble

1.1.1. This Agreement is entered into by the County of Grays Harbor, through its Board of County Commissioners, hereinafter referred to as the "Employer," and Teamsters Local Union No. 252, hereinafter referred to as the "Union".

1.2. Purpose

1.2.1. The purpose of this Agreement is to provide and promote harmonious relations between the Employer and the Union, and to establish an equitable and peaceful procedure for the resolution of differences and to establish salaries, wages, hours of work and other terms and conditions of employment.

2. RECOGNITION

2.1. Scope of the Bargaining Unit

2.1.1. The Employer recognizes the Union as the exclusive bargaining representative for all regular and part-time employees of the Grays Harbor Sheriff's Office Clerical Division for the purposes appropriate to the units as set forth in RCW 41.56. Classifications excluded from the bargaining unit are Sheriff, Undersheriff, Chief Criminal Deputy, Chief Civil Deputy, Chief of Administrative Services, Inspector, Jail Superintendent, Administrative Accountant, "uniformed employees", Corrections Deputies, casual, and emergency appointees.

3. UNION SECURITY

3.1. Membership Required

3.1.1. It shall be a condition of employment that all employees of the Employer covered by this Agreement who are members of the Union in good standing and those who are not members on or following the effective date of this Agreement, shall on the thirty first (31st) day following the effective date of this Agreement, become and remain members in good standing with the Union.

3.1.2. Notwithstanding Section 3.1.1., the Employer and the Union agree that each must safeguard the right of employees to not join the Union, if an objection is based upon bona fide religious tenets or teachings of a church or religious body of which the employee is a member. In such cases, such employee shall pay an amount of money equivalent to regular union dues and initiation fee to a non-religious charity or to another charitable organization mutually agreed upon by the employee affected and the Union. The employee shall furnish written proof that such payment has been made. If the employee and the Union do not reach agreement on such matter, the charitable organization shall be designated pursuant to RCW. 41.56.

3.1.3. The Union shall indemnify the Employer and save the Employer harmless against any and all claims, demands, suits, or other form of liability that may arise out of or by reason of any action taken or not taken by the Employer at the request of the Union for the purpose of complying with this provision, provided that the action taken is in accordance with such request.

3.1.4. The employee and the Union shall indemnify and hold harmless the Employer from any liability for withholding errors or damages caused by such withholding errors, where the error was caused by the failure of the employee or the Union to provide accurate information to the Employer.

3.2. Check Off of Union Dues and Initiation

3.2.1. Upon receipt of a properly executed authorization card signed by the employee, the Employer shall deduct from the employee's monthly pay all regular union dues and initiation fees uniformly required to maintain the employee in good standing with the Union. Such deductions are to be transmitted to the Union each month. Contributions to charitable organizations based upon a bonafide, religious objection to membership in the Union, as set forth in MEMBERSHIP REQUIRED, shall be likewise deducted and remitted to the appropriate charity.

3.2.2. The employees and the Union shall hold the Employer harmless and shall indemnify the Employer from responsibility for withholding errors and damages flowing there from caused by faulty information furnished by employees or the Union, and the Union shall promptly refund to the employee any amounts paid to the Union in error.

4. MANAGEMENT RIGHTS

4.1. Management Rights

4.1.1. The Union recognizes the prerogative of the Employer to operate and manage its affairs in all respects in accordance with its responsibilities and powers of authority. Furthermore, the Employer reserves all customary management prerogatives including, but not limited to, the right to:

- a) Determine reasonable schedules and hours of work and to establish the methods and processes by which such work is performed;
- b) Determine the organization, the merits, necessity and levels of activity or service provided to the public;
- c) Discipline or discharge employees;
- d) Determine the methods, maintenance, equipment, numbers and kinds of personnel the job, work or position content required to accomplish governmental operations and maintain the efficiency of those operations;
- e) Determine and change the number and locations and types of operations, processes and materials to be used in carrying out all County functions;
- f) Schedule overtime, including but not limited to, call in and call-back work;
- g) Lay off personnel;
- h) Recruit, assign, transfer or promote employees;
- i) Control departmental budgets and financial policies, including accounting procedures;
- j) Take whatever actions are necessary in emergencies in order to ensure the proper function of the Department.

4.1.2. The above-cited management rights are not to be interpreted as being all inclusive, but merely indicate the type of rights which belong to the Employer. It is understood that any of the rights, power and authority the Employer had prior to the signing of this Agreement are retained by the Employer.

4.1.3. It is understood by the parties that every incidental duty connected with the operations enumerated in job descriptions are not always specifically described.

5. EMPLOYEE DEFINITIONS

5.1. Regular Employee

5.1.1. An employee regularly scheduled to work forty (40) hours or more per week. Such employee shall be entitled to receive all benefits as set forth in this Agreement.

5.2. Probationary Employee

5.2.1. An employee employed as either a regular or part-time employee serving his or her first twelve (12) months of their employment. Said employee shall receive benefits at the level set forth in the regular or part-time definitions. A probationary employee may be terminated or disciplined without recourse during his or her probationary period.

5.3. Part-Time Employee

5.3.1. An employee regularly scheduled to work at least eighty (80) hours each calendar month. Such employee shall be entitled to receive all benefits in this Agreement on a prorated basis excluding Health & Welfare benefits which shall be paid in full by the Employer.

5.4. Casual Employee

5.4.1. An employee regularly scheduled to work seventy nine (79) hours or less each month. Said employee shall be considered to be excluded from the bargaining unit and shall not be eligible to receive any of the benefits set forth in this Agreement excluding contributions to the Retirees Medical coverage as set forth in Section 9.12. In the event that a casual employee exceeds the seventy nine (79) hour threshold such employee shall then be considered a part-time employee and shall be eligible for benefits accordingly.

5.5. Provisional Employee

5.5.1. An employee appointed, for a defined period of time, by the Sheriff in accordance with the Civil Service rules and regulations. Said employee shall receive all benefits as set forth in this Agreement for the duration of his or her appointment. An employee's appointment may be terminated at any time without recourse.

5.6. Emergency Appointee

5.6.1. An employee who may work up to thirty (30) consecutive calendar days on a temporary basis. This employee is not restricted in the number of hours worked during the aforementioned period. An employee in this classification shall be excluded from the bargaining unit and shall not be entitled to any benefits set forth in this Agreement excluding contributions to the Retirees Medical coverage as set forth in Section 9.12.

6. EMPLOYMENT POLICIES

6.1. Non-Discrimination

6.1.1. The Employer agrees not to unlawfully discriminate against those employees who become members of the Union nor discriminate against those employees who exercise their statutory rights as set forth in RCW 41.56.

6.1.2. Whenever words denoting the masculine gender are used in this Agreement, they are intended to apply equally to either gender.

6.2. Civil Liability

6.2.1. Where the employee has acted in good faith and within the scope of employment and has not willfully committed acts or omissions, the Employer shall provide legal representation against civil liability. The Employer shall provide legal representation for the employee and the employee's marital community in defense of allegations of acts or omissions in the performance of the employee's official duties, and where the Employer has undertaken or should have undertaken representation, the Employer shall pay any monetary judgment awarded against the employee and employee's spouse.

6.2.2. The Employer agrees that, to the extent appropriate, such indemnification will be provided by the purchase of insurance agreements appropriate for such protection. The provisions of this article shall apply to all occurrences during the term of this Agreement, whether or not civil action is commenced during the term of this Agreement or thereafter.

6.3. Shop Stewards & Negotiating Committee

6.3.1. The Union designated Shop Stewards shall be permitted reasonable time during normal work hours to address actual or potential grievances which may arise from time to time. Any action taken under this provision shall be taken as to minimize time loss to the Employer.

6.3.2. The Union negotiating committee, when necessary, shall be permitted time off from their regular scheduled shift to participate in contract negotiations when said negotiations are conducted during that shift, without loss of pay and/or benefits

6.4. Jury Duty

6.4.1. An employee shall be allowed time off without loss of pay for serving on jury duty. Any compensation and mileage received for county vehicle use by the employee for performing such service shall promptly be refunded to the Employer and all employees are required to seek such compensation and mileage from the court. If an employee has used his personal vehicle for jury service, such employee shall be allowed to retain the mileage compensation paid by the court.

6.5. Military Leave

6.5.1. An employee who is a member of a military reserve force of the United States or of the State of Washington shall be entitled to and shall be granted military leave of absence from county employment, not to exceed twenty-one (21) days during each calendar year. Such leave shall be granted in order that the person may take part in active training duty in such manner and at such times as he may be ordered to active duty. Such military leave of absence shall be in addition to any vacation or sick leave to which the employee might otherwise be entitled, and shall not involve any loss of efficiency rating, privileges or pay (RCW 38.40.060). During the period of military, the employee shall receive from the Employer his normal pay.

6.6. Administrative Leave

6.6.1. On a case by case basis, the Employer may place an employee on administrative leave with pay for an indefinite period of time, as determined by the Sheriff when it is determined to be in the best interests of the Employer during the pendency of an investigation or other administrative proceeding. Administrative Leave, with pay, shall not be considered "discipline" and as such may not be grieved under the grievance procedure of this agreement.

6.7. Accrued Leave Transfer

6.7.1. An employee shall be permitted, with the approval of the Sheriff or designee, to donate accrued vacation and/or holiday hours to another employee of the department who has expended all of his or her accrued leave due to a personal or family illness or injury.

6.8. Family & Medical Leave Act

6.8.1. In accordance with applicable County policy and applicable state or federal Family Leave laws, eligible employees shall be entitled to use unpaid family medical leave. If the County policy conflicts with the state or federal family leave laws, the applicable law shall prevail.

6.9. Vehicle & Personal Equipment

6.9.1. The Employer shall provide adequate funds to insure installation of proper safety equipment on all vehicles assigned to or utilized by the employees. No employee shall be required to operate an unsafe vehicle. All safety related concerns shall be brought to the attention of the employee's immediate supervisor and the bargaining unit's appointed safety committee member.

6.9.2. An employee, whose duties may dictate the need of a ballistic vest, shall be provided with a ballistic vest which meets and/or exceeds the states minimum bid requirements. The issued ballistic vest shall be replaced or reconditioned based upon the manufactures recommendation.

6.10. Joint Labor/Management Committee

6.10.1. The Employer and the Union agree to establish a Joint Labor/Management Committee (JLMC) comprised of two (2) representatives from each side plus the Union Representative. The responsibility of the JLMC will be to address problems, issues or concerns of the Employer and Union using the interest-based problem solving process to arrive at consensus agreement.

6.10.2. Meetings may be scheduled anytime the Union or Employer notifies the other party of its desire to bring the JLMC together to discuss issues which may arise from time to time. The purpose of such meeting is to facilitate communication between the Employer and the Union on matters relating to collective issues and concerns affecting the Employer and the bargaining unit.

6.10.3. These meetings are not intended to supplant or replace the grievance procedure, circumvent the contract negotiations procedure, or to air individual employee concerns.

6.10.4. Employee attendance at such meetings shall be compensated at the employee's applicable rate of pay.

7. **SALARIES**

7.1. **Salaries**

7.1.1. The Classifications and Salary Schedules shall be attached to this agreement as appendixes.

7.1.2. Matron/Cook: The employee's individual hourly rate of pay for application under the Agreement shall be computed by multiplying the monthly salary plus any other compensation component required by the FLSA as part of the regular rate calculation by twelve (12) and dividing the total by one thousand eight hundred twenty five (1825) hours.

7.2. **Pay Day**

7.2.1. An employee shall receive their regular monthly pay check on the last working day of each month. Should the last scheduled working day fall on a holiday or a weekend, the paychecks shall be made available on the day preceding the holiday and/or weekend. Employees shall be allowed a mid-month draw as allowed by law. The end of the month regular pay check shall include the employee's base wage and longevity.

7.2.2. A supplemental check shall be issued by the fifth of each month following the regular pay day. The supplemental check shall include all additional monies earned after the preceding monthly payroll cut off date e.g., overtime, court time, shift differential, etc...

8. **COMPENSABLE HOURS**

8.1. **Hours of Work**

8.1.1. The normal work week shall consist of five (5) eight (8) hour days with two (2) consecutive days off or in the alternative four (4) ten (10) hour days with three (3) consecutive days or in the alternative four (4) eleven (11) hour days with four (4) consecutive days off unless otherwise modified by other provisions included in or attached to this agreement.

a) When applicable, the requirement of consecutive days off may not apply during normal shift rotation or when the Employer directs overtime service during that period. For that specific application, the designated work week shall be the determining factor as to whether the employee's forty (40) hour threshold has been exceeded during a normal shift rotation.

8.1.2. Alternate shift schedules which do not specifically conform with the aforementioned conditions may be utilized at any time during the term of this agreement based upon mutual agreement between the Employer and the Union. When an alternate shift schedule is agreed upon such agreement shall be attached as an amendment.

8.1.3. Matron Cook & Relief Matron Cook: The normal work week shall consist of four (4) ten (10) hour days with four (4) consecutive days off.

8.1.4. The Employer shall be required to set forth in writing the designated workweek for application under this agreement where applicable. Shift schedules shall be posted a minimum of five (5) calendar days prior to the commencement of such shifts.

8.2. **Overtime**

8.2.1. Compensable hours in excess of forty (40) hours per scheduled work week shall be paid at the rate of time and one-half the employee's regular rate of pay, or paid in the form of compensatory time off in accordance with the compensatory time provisions of Section 9.3. All overtime shall be authorized by the employee's supervisor and approved by the Sheriff's designee.

8.2.2. All overtime work shall be offered to Regular Employee's, prior to making the work available to part-time employees or provisional appointees.

8.2.3. It shall be customary and a general practice for supervisors to use seniority when authorizing overtime within the overtime category descriptions in cases where specialized knowledge is not necessary. It shall be understood that in cases where the work to be performed is specialized and assigned to certain employees, such work will be offered in seniority order to employees normally performing said work (i.e. warrants, evidence, civil, stenography etc.). Overtime shall be defined in three (3) categories:

a) Incidental Overtime: A known situation but not scheduled; employee is on-duty (coming on or going off) and demand for extra work occurs. Incidental overtime will be offered first to the most senior employee in that job classification who is on-shift/going or-

shift, and offered in descending order of seniority. Incidental overtime need not be offered to employees who are off-duty and at their residences.

b) Scheduled Overtime: A known planned situation for future overtime.

c) Obligatory Overtime: Prior approval impractical; unforeseen situation that may occur in employee's presence or by radio.

8.2.4. An employee's "regular rate" of compensation utilized for overtime calculation shall be calculated in compliance with applicable FLSA regulations.

8.2.5. Overtime worked on a holiday shall be compensated at double time (2X) the employees' regular rate of pay.

8.3. Compensatory Time

8.3.1. An employee may elect to accrue compensatory time in lieu of receiving overtime wages. Compensatory time shall accrue at the rate of time and one-half for each overtime hour worked and shall be subject to the following conditions:

a) An employee shall be allowed to accumulate up to one hundred twenty (120) hours of compensatory time. This maximum accrual may be exceeded with permission of the Sheriff or his designee.

b) The Employer shall take no retaliatory or unfair discriminatory action against any employee by reason of the employee's choice of overtime wages or compensatory time off. The scheduling of compensatory time off shall not be unreasonably denied.

8.4. Court/Call Time

8.4.1. An employee required to attend a court hearing or proceeding emanating from performance of his or her official duties as an employee of the Grays Harbor Sheriff's Office during his or her off-duty hours; or any employee who is called out to work during his or her off duty hours shall be paid a minimum of two (2) hours. If the employee is required to attend court or is called out on his or her scheduled day off, the minimum shall consist of three (3) hours. All compensable hours shall be paid at the employee's applicable rate of pay.

8.4.2. Any part of an hour shall constitute a full hour for those hours worked above the minimums set forth in Section 9.4.1. The minimums listed above are not intended for hours worked in conjunction with an employee's regular scheduled hours of work.

8.5. Shift Differential

8.5.1. An employee working between the hours of 1600 and 2400 hours shall receive an additional seventy five cents (75¢) for each compensable hour worked. An employee working between the hours of 2400 and 0800 hours shall receive an additional one dollar (\$1.00) for each compensable hour worked. Shift differential pay shall be paid for actual time worked and does not apply when computing vacation or other salary.

8.6. Working Out of Classification

8.6.1. An employee working out of classification, in a higher paid classification shall be compensated for all hours worked at that higher classifications lowest rate of pay so long as it constitutes an increase in the employee's salary.

8.6.2. It shall be the employee's responsibility to notify the Employer of claim for this pay by means of the applicable monthly time cards. Claims not noted on the time card within thirty (30) calendar days shall be void. This provision shall apply to all classifications.

8.7. Designated Pager Status

8.7.1. The Sheriff, or his designee, in a reasonable fashion and within appropriate shifts, may direct personnel to assume the status of a "designate pager". Such a status shall be such period of time as the Employer shall set. Time while on "designated page" status shall be compensated at the rate of three dollars (\$3.00) per hour, except upon holidays where it shall be compensated at four dollars (\$4.00) per hour.

9. **EMPLOYEE BENEFITS**

9.1. **Health & Welfare**

9.1.1. **Medical, Dental, & Vision:** Effective January 1, 2018 based upon December hours, the Employer shall contribute the sum required to Washington Teamsters Welfare Trust for medical, dental, and vision coverage listed below for each eligible employee, who has eighty (80) hours or more compensable hours in the preceding month. The monthly premium payments shall be made to the Trust office in Seattle, Washington by the 10th day of each month. The medical, dental, and vision coverage are composite rate programs and are listed below:

Programs	Monthly Premiums as of January 1, 2018
Medical - "A"	\$ 1367.40
Life AD&D Plan A	\$ 8.60
Time Loss Plan C	\$ 8.00
Disability Waiver	\$ 11.40
Dental - Plan "A"	\$ 130.50
Vision - Extended	\$ 14.90

9.1.2. **Maintenance of Benefits.** For the term of this Agreement, the trustees of the Washington Teamsters Welfare Trust may modify benefits or eligibility of any plan for purpose of cost containment, cost management, or changes in medical technology and treatment. If premium increases are necessary to maintain the current benefits or eligibility, or benefits or eligibility as modified by the trustees, such increases shall be paid in full by the Employer.

9.1.3. If, during the term of this Agreement, health and welfare benefits provided herein are subject to mandatory modification by state or federal regulation, the parties shall enter into negotiations regarding such required modifications: Provided, that any modified health and welfare plan agreed upon pursuant to such negotiations shall provide benefits equivalent to those currently required under this Article, to the extent possible. Any reductions in the total premiums paid by the Employer as a result of such modifications shall be added to the wages of the employees in the bargaining unit or, if the parties so agree, utilized to obtain supplemental benefits for bargaining unit employees.

- a) In the event of a dispute between the parties concerning whether the Employer has complied with the preceding paragraph, the matter should be submitted to final and binding arbitration pursuant to the grievance and arbitration procedures of this Agreement.

9.2. **Life Insurance**

9.2.1. The Employer shall provide life insurance for each employee in the amount of twenty four thousand dollars (\$24,000) for regular full-time employees and one thousand dollars (\$1,000.00) for married spouses of regular full-time employees with double indemnity for accidental death of the employee.

9.3. **Sick Leave**

9.3.1. Sick leave with pay shall be accrued and used by a full-time employee at the rate of the employee's regularly scheduled work day, for each completed month of service. For example, an employee who works four (4) ten (10) hour days shall accrue sick leave at ten (10) hours per month, and be debited ten (10) hours for each day of sick leave used. Partial months of employment shall be prorated for each employee. Part-time employees shall be entitled to that fractional part of the sick leave that the total number of hours of employment bears to the total number of full-time employment. Sick leave may be used in half hour increments.

9.3.2. An employee may utilize sick leave for personal illness, disability, or medical conditions and for the care of a spouse, parent, grandparent, child, registered domestic partner, step child, step parent or any other person who serves the role of step parent, who has a health condition that requires treatment or supervision.

9.3.3. An employee who takes more than three (3) workdays sick leave for any one illness in the immediate family may be required by the Sheriff or his designee to produce a letter from a medical doctor showing the necessity of attendance. The employee shall be provided a reasonable amount of time to comply with the requirement to furnish a doctors letter.

9.3.4. An employee off on an industrial injury may elect to utilize his accrued sick leave on a prorated a basis to supplement his state industrial payments but in no case may the accrued sick leave be utilized to the extent that it would cause his salary to exceed it's normal rate.

9.3.5. In the event that an employee suffers an on the job injury or illness and said employee expends all accrued sick leave, the Employer shall make available an additional two hundred (200) hours of sick leave during the term of this Agreement. The additional two hundred (200) hours or parts thereof may be not be re-accumulated once utilized, however, unused hours shall remain available for the duration of this Agreement or until the maximum allowable has been reached. The Employer will continue to make the employee's retirement contribution on all hours utilized after the employee's sick leave has been expended.

9.3.6. Wellness Incentive: To promote wellness, the Employer agrees to compensate an employee who does not utilize any accrued sick leave during any three (3) consecutive month period the equivalent of one workday at the employee's applicable straight time rate of pay. Sick leave, four (4) hours or less, per occurrence, may be utilized for personal doctor and/or dentist appointments without counting as missed time, provided the employee reports to duty on the day of the appointment. At the employee's discretion, such compensable time may either be paid to the qualifying employee at the next available pay day or be credited to the employee's accrued compensatory time.

9.3.7. In the case of death of an employee, the employee's estate or designated beneficiary shall receive remuneration at a rate equal to one (1) hour's current straight time monetary compensation of the employee for each two (2) hours of accrued sick leave, to a maximum of one hundred and sixty (160) hours of pay.

9.4. Vacation

9.4.1. Vacation shall accrue on a monthly basis commencing with the employee's first completed month of service. Vacation leave shall accrue but may not be taken until after an employee has completed six (6) consecutive months of employment.

Month of County Service	Hours Accrued Per Employment Month
0 – 12	8.00
13 – 24	8.66
25 – 36	9.33
37 – 48	10.00
49 – 60	10.66
61 - 72	11.33
73 – 84	12.00
85 - 96	12.66
97 – 108	13.33
109 – 120	14.00
121 - 132	14.66
133 – 144	15.33
145 – 156	16.00
157 – 168	16.66
169 – 180	17.33
181 & subsequent months	18.00

9.4.2. Seniority Vacation Selection: The following provisions shall be applied when selecting vacation by seniority:

- a) Vacation boards shall be made available for selection no later than October 1st of the preceding year.
- b) Commencing with the most senior employee on each board, said employee shall have a maximum of three (3) work days to either make a selection or pass the board. Once the board is passed or a selection is made, a senior employee may not re-bid his position and bump a less senior employee.
- c) Seniority, within the individual vacation boards, shall be utilized in the selection of preferred vacation times for those selections submitted prior to January 15 of each calendar year. Seniority shall not apply in vacation selections submitted after January 15th, all such selections shall be on a first submittal basis.
- d) The Employer shall respond to the aforementioned vacation requests no later than January 31st. Employees shall be provided with copies of their vacation authorization cards containing the appropriate signature.
- e) Employer cancellation of scheduled vacation shall be for cause.

9.4.3. Vacation hours may be accrued to a maximum of two hundred forty (240) hours. All hours accrued over the maximum allowable shall be cashed out at the employee's applicable rate of pay at the next ensuing payday. Accrual in excess of two hundred forty (240) hours requires the prior written approval of the Sheriff or his designee.

9.4.4. An employee who separates from county employment, for any reason, shall be paid for all accrued vacation hours at the employee's applicable hourly rate of pay. An employee who is terminated during the first six (6) months of employment shall not be eligible for vacation cash-out.

9.4.5. Upon approval of the Sheriff, an employee, who has accrued at least one hundred sixty (160) vacation hours, may request to have said vacation hours cashed out at the employee's straight time rate of pay. If multiple requests are submitted, the employee with the most seniority shall be given preference.

9.4.6. Once scheduled an employee's vacation may not be changed and/or canceled without mutual agreement of the Employer and the employee or unless an emergency exists. The term "emergency" shall not include Employer scheduling errors, trials for non-felonies, or felony trials where no violation of the 60/90 day rule would result.

9.4.7. If an employee's scheduled vacation is canceled, through no fault of his own, or if he is recalled while on vacation, then the vacation hours worked shall not be debited from his or her vacation bank and all hours worked shall be at time and one-half (1 1/2) his or her applicable rate of pay for the duration of the cancellation and/or recall. An employee shall only be required to remain at work for the duration of recall assignment e.g. court, etc. Expenses incurred as a result of a recall and/or cancellation shall be submitted to the Employer for consideration and possible reimbursement. Non-refundable receipts shall be required.

9.5. Holidays

9.5.1. The Employer shall recognize thirteen (13) holidays as set forth below:

New Year's Day	Martin Luther King's Birthday
President's Day	Memorial Day
Independence Day	Labor Day
Veteran's Day	Thanksgiving Day
Day after Thanksgiving	Christmas Eve Day
Christmas Day	Two (2) mutually agreed upon floating holidays

9.5.2. An employee scheduled for shift work shall observe the actual day of the holiday. The designated holidays represent an additional workday which is provided as time off. The holidays shall be converted into holiday hours which equals the employee's normal workday. All holiday hours shall be available to each eligible employee on January 1st of each calendar year.

- a) Holiday hours utilized but not earned during the calendar year may be debited from the employee's final paycheck in the event of employment separation prior to completion of the calendar year. Holiday hours earned but not utilized shall be cashed out at the employee's applicable rate of pay in the event of employment separation.

9.5.3. All unused holiday hours shall be payable to the employee's on the last paycheck of the year at the employee's straight time rate of pay. Holiday hours are non-cumulative. The holiday hours accrued, per designated holiday, shall either be eight (8) or ten (10) hours depending on the employee's work schedule, i.e., 5-8's or 4-10's.

9.5.4. An employee required to work on a holiday designated in 10.5.1. shall be compensated at time and one-half for all hours worked on such holiday.

9.5.5. An employee who is scheduled for a regular Monday through Friday (non-shift) work week shall observe the legal holiday as follows:

- a) Whenever a legal holiday falls upon a Saturday the preceding Friday shall be observed as an additional day off without loss of pay.
- b) Whenever a legal holiday falls upon a Sunday the following Monday shall be observed as an additional day off without loss of pay.

9.5.6. For the purpose of computation for hours worked on a holiday, the twenty four hour clock shall be utilized for determination of hourly compensation. Example: An employee shift commences on July 4 at 2300 hours, said employee would be credited with working one (1) hour on a holiday. Employee's shift commences on July 3rd at 2300 hours, said employee would be credited with working seven (7) hours on a holiday.

9.6. Bereavement Leave

9.6.1. If death occurs to a member of the employee's immediate family, defined as spouse, son, daughter, mother, father, legal guardian, brother, sister, step parent or step child, and in-laws, grandparents or grandchildren of employee, such employee may upon written request, which may not be unreasonably denied, be granted three (3) days off with pay to attend the memorial or other formal service in honor of the deceased. Proof of relationship and/or death may be required by the Employer.

9.6.3. No bereavement leave will be granted for any day on which the affected employee was not scheduled to work. The Employer may permit an employee to use accrued time off to attend the funeral of other individuals or to extend the time for a family member listed above. Time off shall not be unreasonably denied.

9.7. Longevity

9.7.1. An employee shall receive longevity compensation based on their longevity with the Grays Harbor Sheriff's Office. Longevity pay shall be paid monthly in accordance with the below listed schedule:

Beginning Month of Service	Added to Monthly Base Wage *
73 – 96	1.14%
97 -156	1.77%
157 – 216	2.40%
217 – 240	2.78%
241 – 300	3.75%
301- on	4.50%

*Employees who under the terms of the 2016 agreement received a higher dollar amount of longevity than what is generated by the percentage amounts outlined in the above table shall have their longevity pay "red-circled" until such time the percentages outlined above create an increase in pay. Employees on the payroll as of January 1, 2018 shall qualify for 1st step longevity benefits as of the 60th month of employment.

9.8. Uniforms and Equipment

9.8.1. The Employer shall provide each new employee, who is required to wear specific apparel, two (2) complete uniforms; in excellent condition, one (1) firearm, if required; in excellent condition, a holster; of good quality, leather accessories, and ballistic vest for those employees who require one for the safe performance of duties. Required clothing shall consist of those items of apparel designated by the Sheriff either by policy or directive. All reusable items furnished or reimbursed by the Employer shall be returned to the Employer upon termination of employment or separation except items of personal clothing.

9.8.2. An employee request for uniforms, equipment, footwear, etc... shall be submitted to the Sheriff's designated procurement officer. In the event that a disagreement arises between an employee and the Sheriff's designated procurement officer relating to the item requested, the employee shall submit the issue in writing to the Shop Steward and/or Union representative. Such written statement shall provide a detailed explanation on the issue at hand. The Shop Steward and/or Union Representative shall meet directly with the Sheriff to attempt to resolve the dispute; however, the Sheriff's decision on the matter shall be final and binding.

9.8.3. Uniforms, service equipment, and/or personal property authorized by the Employer that is destroyed, damaged or lost in the line of duty shall be replaced by the Employer. This shall include plainclothes when such clothing is required to be worn. Nothing set forth herein shall be construed to limit the responsibility of the Employer to make certain that all employees are provided with all required uniforms, equipment and footwear necessary to perform the work required.

9.9. Educational Incentives

9.9.1. An employee who has attained or possesses an AA/AS degree from an accredited college or university or the equivalent number of credits from a four (4) year accredited institution shall be eligible to receive a monthly educational incentive equivalent to two percent (2.0%) of the employee's applicable base wage.

9.9.2. An employee who has attained or possesses a BA/BS degree from an accredited college or university shall be eligible to receive a monthly educational incentive equivalent to four percent (4.0%) of the employee's applicable base wage.

9.9.3. In order to qualify for the educational incentive, an employee must provide, to the Employer, copies of their degree and/or transcripts showing completed credit hours.

9.10. Lunch & Rest Breaks

9.10.1. An employee shall be entitled to a one (1) hour lunch period inclusive within their regular hours of work. An employee shall also be permitted during the course of their shift two (2) fifteen (15) minute rest breaks.

9.11. Deferred Compensation

9.11.1. Effective January 1, 2018, the Employer agrees to match employee deferred compensation contributions up to a maximum of sixty-five dollars (\$65.00) each calendar month.

9.12. Retirees Medical

9.12.1. Effective January 1, 2018, based upon the previous month's hours of employment, the Employer shall remit the sum required to Retiree's Welfare Trust for retirees' medical coverage for each employee covered by this Agreement who has eighty (80) or more compensable hours in the preceding month. The premium payments shall be made to the Trust office in Seattle, Washington, by the 10th day of each month. The monthly premiums to fund this benefit shall be provided by means of a payroll reduction as set forth in and authorized by Section 15.5.

The specific retiree medical program is listed below:

Program	Monthly Premium
RWT Plus	2018- \$94.85
	2019 - TBD

10. GRIEVANCE PROCEDURE

10.1. Purpose

10.1.1. The purpose of this grievance procedure is to provide a procedural means for resolution of disagreements arising from misapplication or misinterpretation of the terms and conditions of this Agreement. All disputes relating to the discipline of an employee, including, but not limited to, discharge and suspension, shall be presented to the Civil Service Commission for their exclusive handling.

10.2. Procedure

10.2.1. The employee and/or the Union may elect to use this grievance procedure whenever the employee and/or the Union believes a misapplication or misinterpretation of the Agreement has occurred.

10.2.2. The written grievance must be submitted to the Sheriff or his designee within thirty (30) calendar days of the date when the aggrieved employee and/or Union knew or should have reasonably known of the occurrence of such action or inaction. Failure to submit the grievance within said time limits shall render the grievance moot and incapable of redress.

10.2.3. Upon mutual written agreement, the parties may suspend or extend the time deadlines for any or all particular steps of this grievance procedure.

10.2.4. Failure of the Employer to act by response within the time deadline set forth herein shall enable the employee/Union to proceed to the next step in this procedure.

10.2.5. Step One: Should the employee feel that his rights and privileges under this Agreement have been violated said employee shall submit such grievance to the Union Representative for determination of merit. If the Union determines that the grievance has merit, then the grievance shall proceed to Step Two. Independent Union grievances shall commence at Step Two of this provision.

10.2.6. Step Two: Should the Union determine that the grievance has merit, the Union shall meet with the Sheriff or his designee and submit the grievance, in writing for resolution. The Sheriff or his designee shall respond, in writing, within five (5) working days. If the matter remains unresolved, the grievance shall progress to Step Three.

10.2.7. Step Three: A meeting with the County Commissioners shall be held as soon as reasonably practical to present and discuss the grievance. The County Commissioners shall respond, in writing, within five (5) working days following the meeting. If the Commissioner's response is not satisfactory or does not adequately resolve the grievance, it shall be referred to the arbitration provision for final resolution.

10.3. Arbitration

10.3.1. Any grievance which is not resolved at Step Three as set forth in Section 10.2. PROCEDURE, may, at the option of either party, be referred to Arbitration for final resolution. The requesting party shall file the necessary petition with the American Arbitration Association for a list of seven (7) arbitrators from Washington and Oregon, the right to first strike from the list shall be determined by a flip of a coin.

10.3.2. In accordance with any arbitration proceeding held pursuant to this Agreement, it shall be understood by the parties involved that;

- a) If the grievance arises from alleged misapplication or misinterpretation of the Agreement, the arbitration shall have no power to render a decision that will add to, subtract from, alter, change, or modify the terms of this Agreement, and his power shall be limited to interpretation or application of the express terms of this Agreement.
- b) The arbitrator shall rule only on the basis of the information presented in the hearing and shall refuse to receive any information after the hearing except upon mutual agreement between the parties.
- c) Each party to the proceedings may call such witnesses as may be necessary in the order in which their testimony is to be heard. Such testimony shall be sworn and shall be subject to cross examination. The arguments of the parties may be supported by oral comment and rebuttal. Either or both parties may submit post hearing briefs within a time mutually agreed upon.
- d) The decision of the arbitrator shall be final, conclusive, and binding upon the Employer, the Union, and the employee(s) involved. The arbitrator's decision shall be made in writing and shall be issued to the parties within thirty (30) calendar days after the post hearing briefs have been submitted to the arbitrator.
- e) The cost of the arbitrator shall be borne equally by the Employer and the Union, and each party shall bear the cost of presenting its own case. Either party may request that a stenographic record of the hearing be made. The party requesting such record shall bear the cost thereof, provided, however, if the other party requests a copy, such cost shall be shared equally.

11. SENIORITY

11.1. Tenure

11.1.1. Seniority shall be equal to the employee's length of continuous service with the Grays Harbor Sheriff's Department, beginning with date the employee was last employed. An employee's permanent hire date, within their entry level classification, shall be the seniority date utilized for layoff and recall as set forth in Section 11.2. An employee's seniority date shall be set upon completion of their respective probationary period following appointment to a regular employee position. A seniority roster shall be attached to this agreement as an appendix.

11.1.2. An employee who is continuously employed as a temporary, emergency, or provisional employee prior to their hire date as a regular employee shall be permitted to apply their past service credits for the purpose of benefit accrual, however, their hire date as a regular employee is the date utilized for all other purposes under this Agreement.

11.1.2. Seniority shall be terminated by separation from employment with the Employer, except in the case of a reduction in force, or an authorized leave of absence not to exceed twenty four (24) months.

11.2. Lay Off & Recall

11.2.1. An employee shall be provided with sixty (60) calendar days advance notice of pending layoffs or involuntary reduction of work hours. An employee shall be allowed to remain on lay off status for two (2) calendar years commencing January 1 following the effective date of lay-off. In the event that the impacted employee is not recalled to work prior to the expiration of the aforementioned time limitations, said employee shall be deemed to be terminated and no longer subject to seniority recall under this provision. Emergency, temporary, and provisional employees shall be laid off prior to the displacement of regular employees.

11.2.2. When employees have the same seniority date, ties shall be broken by the level of placement on the Civil Service hiring list within their entry level Civil Service Classification, with the higher list position resulting in the highest seniority placing.

11.2.3. In the event of a lay-off, employees shall be laid off in reverse order of seniority within division assignment, i.e., Food Services, Clerical A and Clerical B, constituting divisions for the purpose of this provision. An employee laid-off shall be recalled to their division and classification in reverse order of their lay-off, i.e., last laid off, first to be recalled.

11.2.4. An employee on layoff status shall be given priority consideration for placement in other classifications which become or are open during a period of layoff provided that they are qualified to fill the vacant position. This provision is not intended to circumvent the employee's recall to the classification from which they were laid off.

11.2.5. Layoffs which impact the bumping of employees from promotional classifications or situations whereby funding is no longer available for occupied promotional positions, eligible employees shall be allowed to bump into previously attained promotional classifications in lieu of returning to their entry level position based upon their departmental seniority.

11.2.6. The divisions shall include the following classifications:

Division Assignment:	Employee Classifications:
Food Services:	Cook
Clerical A:	Support Specialist

11.2.7. These classifications are in existence at this time and are not intended to preclude newly created classifications. Additional classifications may require additions, deletions and/or modifications of the division Assignment. For lay off purposes, employees assigned to special duty, i.e., Transport Officer, etc., shall utilize seniority within the Division from which they had originally been assigned.

12. GENERAL PROVISIONS

12.1. Use of Reserves/Volunteers

12.1.1. Reserve Officers and other volunteers shall only be utilized to supplement the existing work force but not supplant the work force.

13. SEVERABILITY

13.1. Savings Clause

13.1.1. If any provision of this Agreement or the application of such provisions be determined to be invalid by any court or other governmental action, the remaining provisions and their application shall not be affected, provided, however, upon such invalidation, the parties signatory hereto agree to immediately meet to re-negotiate such parts or provisions affected.

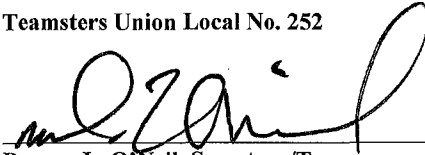
14. DURATION OF AGREEMENT

14.1. This Agreement shall be effective January 1, 2018 and shall remain in full force and effect until the 31st day of December, 2019.

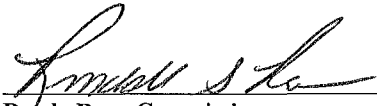
14.2. Either party to this Agreement may inaugurate collective bargaining over any changes desired to be introduced into an extension term of this Agreement by giving notice of the substance and instrumental language of the changes by mail to the other party.

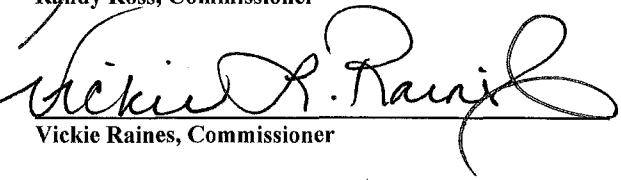
Signed this 28 day of December, 2017


Teamsters Union Local No. 252


Darren L. O'Neil, Secretary/Treasurer 12/20/17

Grays Harbor Board of County Commissioners


Randy Ross, Commissioner


Vickie Raines, Commissioner


Wes Carmier, Commissioner

15. **APPENDIX A - Salaries & Classifications**

15.1. **2018 Salary Schedule**

Effective January 1, 2018 (Represents a two percent (2%) increase over 2017 Wages)

2018 Monthly Base Salary				
Classification	Step A 6m	Step B 6m	Step C 12 m	Step D Top
Matron/Cook	\$3711.00	\$3770.00	\$3824.00	\$4022.00
Support Specialist	\$3565.00	\$3773.00	\$3903.00	\$4036.00

15.2. **2019 Wage Opener**

15.2.1. The parties agree to meet after July 1, 2018 to negotiate wage rates for the final year (2019) of the agreement. The parties understand that this opener shall be limited to wages only and no other sections of the agreement shall be opened without mutual agreement of the parties.

16. APPENDIX B - Seniority Roster

16.1. The below listed Seniority Roster contains the names of employees, original date of hire or adjusted date of hire, and any applicable promotional date. This list is limited to those employees who were employed on the ratification date of the Agreement.

Employee	Classification	Original Date of Hire	Promotion Date
LeAnna Ristow	Support Specialist	06/26/89	
Tammy Hindbaugh	Support Specialist	11/01/95	
Janette Rathbun	Support Specialist	07/03/06	
Amy Crass	Support Specialist	10/22/07	
Cindy Palmer	Support Specialist	09/03/13	
Polly Thomas*	Support Specialist	05/11/98	10/01/13
Michelle Taylor	Support Specialist	02/24/14	
Rugena Peterson	Support Specialist	03/25/15	
Brittany Diggle	Support Specialist	02/16/16	
Megan Lund	Support Specialist	03/21/16	
MacKinzie Malizia	Support Specialist	10/24/16	
Lindsey Bussard	Support Specialist	10/25/16	
Ahnya McConkey	Support Specialist	06/26/17	
Sarah Saunders	Support Specialist	07/18/17	
Loanne Travess	Support Specialist	08/07/17	
Blayne Nuxoll	Support Specialist	08/24/17	

* Polly Thomas transferred from the Criminal Division to this bargaining unit on 10/01/13 which establishes her seniority date under this agreement. Her original date of hire of 05/11/98 is utilized for calculation of wages, longevity or other benefits based upon time in service with the Employer.