HR

COLLECTIVE BARGAINING AGREEMENT

By and Between

WHITMAN COUNTY

And

WHITMAN COUNTY DEPUTY SHERIFFS' ASSOCIATION

JANUARY 1, 2018 – DECEMBER 31, 2020

080244

TABLE OF CONTENTS

ARTICLE 1 – PURPOSE	1
ARTICLE 2 – ASSOCIATION RECOGNITION	1
ARTICLE 3 – DUES DEDUCTION	2
ARTICLE 4 – DEFINITIONS	2
ARTICLE 5 – MANAGEMENT RIGHTS	2
ARTICLE 6 – SUPERVISORY DUTIES	3
ARTICLE 7 – HOURS OF WORK	3
ARTICLE 8 – OVERTIME AND SHIFT DIFFERENTIALS	3
ARTICLE 9 – HOLIDAYS	4
ARTICLE 10 – UNIFORMS AND EQUIPMENT	5
ARTICLE 11 – RETIREMENT AND INSURANCE	6
ARTICLE 12 – VACATION	7
ARTICLE 13 – SICK LEAVE AND FUNERAL LEAVE	8
ARTICLE 14 – GRIEVANCE PROCEDURE	9
ARTICLE 15 – EXPENSES	10
ARTICLE 16 – WAGES	10
ARTICLE 17 – WORK STOPPAGES	11
ARTICLE 18 – ENTIRE AGREEMENT	11
ARTICLE 19 – DISCIPLINE/DISCHARGE	11
ARTICLE 20 – ASSOCIATION BUSINESS	12
ARTICLE 21 – SAVINGS CLAUSE	13
ARTICLE 22 – PAY DAY	13

080244

ARTICLE 23 – DURATION 13

ADDENDUM A

APPENDIX A – SALARY SCHEDULES

COLLECTIVE BARGAINING AGREEMENT

BY AND BETWEEN

WHITMAN COUNTY
AND
THE WHITMAN COUNTY DEPUTY SHERIFFS' ASSOCIATION

This Collective Bargaining Agreement is entered into between the Whitman County Commissioners, Whitman County, Washington, hereinafter referred to as the "County," and the Whitman County Deputy Sheriffs' Association, hereinafter referred to as the "Association," pursuant to the authority of Chapter 41.56 of the Revised Code of Washington.

ARTICLE 1 – PURPOSE

1.01 It is the purpose of this Agreement to achieve and maintain the efficiency of the Whitman County Sheriff's Office together with promoting harmonious relations between the County and the Association to provide for the rights, well being and security of the employees of the County.

1.02 Neither the County nor the Association shall discriminate against any employee or applicant for employment because of race, religion, creed, color, national origin, gender, sexual orientation, age, disability, pregnancy, political affiliation, marital or veteran's status, or any other basis prohibited by local, state or federal law. All activities related to employment including, but not limited to, recruitment, selection, transfer, promotion, termination and training shall be conducted in a non-discriminatory manner.

ARTICLE 2 – ASSOCIATION RECOGNITION

2.01 The County recognizes the Association as the exclusive collective bargaining agent for employees within the bargaining unit.

2.02 The bargaining unit consists of all commissioned employees of the Sheriff's Office except seasonal or temporary employees, the Sheriff and his appointed positions as provided in R.C.W. 41.14.

2.03 For the purpose of allowing the Association to keep informed as to the personnel in the bargaining unit, the Sheriff will make available to the Association, at all reasonable times, the payroll records of the Office.

2.04 Neither party shall discriminate against any employee or applicant for employment on account of membership or non-membership in the Association or other employee organizations. No member of the Association shall be discriminated against for upholding Association principles.

ARTICLE 3 – DUES DEDUCTION

3.01 Upon receipt of written authorization from any bargaining unit employee within the bargaining unit, the County will thereafter deduct from the pay of such employee the monthly

amount of dues as certified by the Association and shall transmit the same to the Association each month.

3.02 The written authorization for said deduction may be withdrawn by the bargaining unit employee by giving written notice to both the County and the Association as agreed upon between the Association and the members.

3.03 Dues deduction authorization by the bargaining unit employee shall be on a form approved by the County.

3.04 The Association will indemnify, defend and hold the County harmless against any claims made and against any suit instituted against the County on account of any check off of Association dues. The Association agrees to refund to the Employer any amount paid to it in error on account of the check off provision upon presentation of proper evidence thereof.

ARTICLE 4 – DEFINITIONS

4.01 Regular Employee: Shall be a bargaining unit employee who has successfully completed the eighteen (18) month probationary period, from his/her original date of hire.

4.02 Regular Part Time Employee: Shall be a bargaining unit employee who regularly works less than one hundred seventy-three (173) hours per month, but not less than eighty (80) hours per month and shall be entitled to the prorated accrued benefits provided for in this Agreement.

4.03 Probationary Classification Employee: Shall be the job given an employee during the eighteen (18) month period immediately following his/her date of hire.

4.04 Temporary or Seasonal Employee: Shall be an employee of the County who is hired for a specific period of time, not to exceed six (6) months, to complete a seasonal or nonrecurring work project. Temporary employees shall be paid on an hourly basis and shall not receive the benefits of the regular and regular part time employees, except those benefits required by law.

4.05 All references to the masculine or female gender are intended to be gender neutral and apply equally to male and female employees.

ARTICLE 5 – MANAGEMENT RIGHTS

5.0 Except as provided by this Agreement and Civil Service, the Sheriff shall have the right to control and supervise all operations and direct all working forces including the right to select and hire, discipline or discharge for just cause, classify, reclassify, suspend, layoff, promote, demote, or transfer employees or relieve them from duty, to control and regulate the use of all equipment and other property of the Sheriff or County, and to maintain discipline and efficiency among his/her employees.

ARTICLE 6 – SUPERVISORY DUTIES

6.0 It is recognized that some employees covered under this Agreement perform the duties of a supervisor. Nothing in this Agreement shall in any way interfere with the carrying out of their supervisory duties.

ARTICLE 7 – HOURS OF WORK

7.01 It is recognized that the duties of the Sheriff require seven (7) days a week, twenty-four (24) hour service to the County. For this reason, the workweek shall be as scheduled by the Sheriff in a manner consistent with the provisions of sub-section 7.02. Insofar as such scheduling is also consistent with the needs and safety of the citizens of the County, the hours of work shall average the equivalent of a forty (40) hour week.

7.02 The work week schedule shall consist of five (5) eight (8) hour days or four (4) ten (10) hour days with consecutive days off, unless otherwise mutually agreed to by the parties. The workweek schedules shall be posted no later than seven (7) days prior to a change of scheduled days off, or change of duty hours, except in bona fide emergencies, as determined by the Sheriff.

7.03 For report time, for anything other than a scheduled shift or continuation of a shift an officer will be given at least four (4) hours notice to report to work and shall receive no less than three (3) hours compensation for such unscheduled work.

7.04 Notwithstanding the above, in cases of bona fide emergencies, a deputy called shall report as required, unless such deputy is physically incapable of performing his/her duties. In such case, the deputy next in seniority shall be called. If a deputy is the last available qualified deputy on the roster, he/she must report as required by the Sheriff or the Sheriff's authorized supervisor.

7.05 The County agrees to comply with the provisions of the Fair Labor Standards Act (FLSA) that are relevant to this bargaining unit.

ARTICLE 8 – OVERTIME AND SHIFT DIFFERENTIALS

8.01 Overtime pay for bargaining unit employees shall be at the rate of one and one half (1 ½) times their regular hourly rate. Full-time employees will be paid overtime for all hours worked in excess of their regularly scheduled daily work shift, and when hours worked exceed one hundred sixty (160) hours in a twenty-eight (28) day time period. Hours worked beyond forty (40) hours in a work week as a result of normally reoccurring shift rotations or as a result of voluntary shift trades are not subject to overtime pay, except for hours worked beyond a regularly scheduled work shift period or as required by the FLSA. For purposes of this Agreement, paid leave shall count as hours worked.

In no event will overtime pay be duplicated, pyramided or compounded. Pyramiding shall be defined as overtime pay applied twice to the same hours.

8.02 Part time employees will be paid overtime for all hours worked in excess of the forty (40) hours in a work week, however, shall not work overtime unless there is no regular full-time employee available. This clause is not to be construed to prevent the Sheriff from using part time employees to avoid overtime work, nor is the intent to completely avoid overtime.

8.03 For all time spent in Court as a witness in connection with his/her official duties that exceed the forty (40) hour workweek, bargaining unit employees shall receive overtime pay, or by mutual agreement, compensatory time off, at the rate of one and one-half times the hours worked. The bargaining unit employee shall not collect witness fees for such Court appearances.

8.04 Within the discretion of the Sheriff, a bargaining unit employee may be granted compensatory time off for any overtime hours worked. Compensatory time shall be granted on the basis of one and one half (1 ½) hours time off for each hour of overtime worked. No employee may accrue more than eighty (80) hours of compensatory time off in a single pay period. Any compensatory time over this amount shall be paid out or, at the discretion of the Sheriff, shall be taken as compensatory time within a reasonable period of time to reduce the balance.

8.05.1 Overtime shall be paid, on a daily basis, providing the bargaining unit employee had been available for work on all scheduled hours during the employee's work week; otherwise overtime will only be paid for after forty (40) hours worked during the work week.

8.05.2 A bargaining unit employee shall be considered not available for work if during the week in question the employee was absent due to:

a. Unpaid Leave of Absence
b. Ineligible for Holiday Pay
c. Absent without permission

8.06.1 Patrol shifts shall be posted on a quarterly basis. Employees shall bid on a seniority basis provided that an employee may not bid the same shift for more than three (3) consecutive quarters. Ties in seniority shall be broken by lot. The Sheriff may adjust the bids for operating needs.

8.06.2 Subject to supervisory approval and consistent with the Fair Labor Standards Act (FLSA), employees may trade shifts.

ARTICLE 9 – HOLIDAYS

9.01 The following holidays shall be those recognized for the purposes of establishing a Holiday Leave Bank for each individual member of the Association: 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 Day and one (1) non-specific (floating) holiday.

9.02 All eligible members of the Association will, upon their individual anniversary date(s) and based on their individual assigned work schedules, have allocated to a Holiday Leave Bank, the number of hours equivalent to the eleven (11) recognized holidays set forth in sub-section 9.01.

Member's may, upon request and with the approval of the Sheriff, use paid leave from their Holiday Leave Bank. Holiday Bank Leave not taken by the close of one year from the member's anniversary date shall be forfeited.

9.03 In the event a member separates from service prior to the close of one year from the member's anniversary date, he/she shall be compensated for unused holiday leave remaining in his/her bank that represents annual holidays that have already occurred. The member shall not receive compensation for holidays within his/her anniversary year that have not yet occurred. If

at the time of separation, the member has exhausted holiday leave in advance of the occurrence of one or more holidays within his/her individual anniversary year, the value of the leave representing those holidays shall be deducted from his/her final paycheck.

9.04 In any calendar year, should the BOCC declare all or any portion of December 24th as a holiday for any other County employee group it shall be deemed a holiday for all members of the Association.

ARTICLE 10 – UNIFORMS AND EQUIPMENT

10.01 Probationary (new) employees shall be furnished uniforms as required by the Sheriff.

10.02 Bargaining unit employees who terminate their employment and who have been furnished uniforms or who have been paid uniform allowance shall return such uniforms or allowance to the County. Such allowance shall be deducted from his/her final paycheck.

10.03 Employees shall receive one thousand dollars ($1000.00) per annum for the necessary replacement and maintenance of required uniforms. Such maintenance and replacement allowance shall be for normal wear and tear and not for circumstances described in section 10.06 below.

10.04 Uniform allowance shall be paid upon presentation of a signed voucher only.

10.05 Bargaining unit employees beyond the probationary period who leave the office during a year are entitled to only an equivalent pro rata uniform allowance for that year.

10.06 The County shall pay the cost of uniform cleaning, repair, or if not reasonably repaired, replacement, which are rendered abnormally dirty or unserviceable as a direct consequence of an employee's action in the line of duty. Normal wear and tear are expected and provided for under section 10.03 above. Any decision concerning replacement shall be final and at the Sheriff's sole discretion.

10.07 The County shall furnish: handguns, belts, holsters and other leather goods, night sticks, handcuffs, lights and other specialized equipment.

10.08 Clothing shall be replaced when it no longer presents a neat appearance suitable to a law enforcement officer representing the County. Uniforms shall be worn only while the officer is on duty or going directly to or from duty.

10.09 The primary uniform for Deputy Sheriff's shall be as described in R.C.W. 36.28.170. The Sheriff may require other uniforms appropriate to the nature of the assignment. The uniform allowance, set forth in Section 10.03 above, shall also apply to the alternative uniform.

10.10 The Employer agrees to maintain a safe workplace in accord with applicable state and federal laws and regulations, or any other mandated safety standards. In the event any bargaining unit employee reasonably believes that a working condition is unsafe, he/she shall immediately report the same to the Undersheriff or the Sheriff's designee. The Under Sheriff, or Sheriff's designee, if different, shall promptly investigate the allegation(s) and respond verbally

or in writing to the employee: said response shall identify what the investigation revealed and what remedial action, if any, was taken.

ARTICLE 11 – RETIREMENT AND INSURANCE

11.01 The Employer shall, during the term of this Agreement, make available to members of the bargaining unit and their dependents group medical, dental, vision, long term disability and life insurance coverages. The Employer may change insurance providers during the term of this agreement so long as the benefits provided are substantially similar to or greater than those in effect prior to the change in carrier. In the event the benefits offered under a proposed new provider are substantively less than those currently in effect, the parties agree to collectively bargain any change in provider.

11.02 Effective January 1, 2018, and for the duration of this Agreement, the Employer shall pay an amount equal to ninety percent (90%), by category, for the total combined premium, per month, per employee, for the health and welfare coverages set forth in this Agreement.

11.03 The Association agrees that the Employer may, during the term of this Agreement, secure the insurance coverages addressed in 11.01 from alternative carriers in the interest of reducing both Employer and member costs, so long as the benefit levels are substantially equal to or greater than those in effect on January 1, 2018, and the costs for the alternative coverages are substantially the same as, or are lower than, those for coverages under the current provider

11.04 The Employer shall continue to make available the Section 125 Cafeteria Plan for medical savings, health care pre-tax deductions and child care reimbursements.

11.05 The Employer shall continue its payment into the employee's retirement program (LEOFF I and LEOFF II), as established by Washington State Law, for all bargaining unit employees defined in Section 2.02.

11.06 The Employer shall provide term life insurance equal to one times annual salary for each bargaining unit member.

ARTICLE 12 – VACATION

12.01 For the first five (5) years of service, each regular bargaining unit employee shall earn vacation leave, on a per pay period basis, up to the total equivalent of eight (8) hours of vacation leave per month for each full calendar month of employment.

12.02 After five (5) years or more of service, each regular bargaining unit employee shall earn vacation leave, on a per pay period basis, up to the total equivalent of ten (10) hours of vacation per month for each full calendar month of employment.

12.03 After ten (10) years or more of service, each regular bargaining unit employee shall earn vacation leave, on a per pay period basis, up to the total equivalent of thirteen and thirty-six one-hundredths (13.36) hours of vacation per month for each full calendar month of employment.

12.04 After fifteen (15) years or more of service, each regular bargaining unit employee shall earn vacation leave, on a per pay period basis, up to the total equivalent of sixteen and sixty-seven one-hundredths (16.67) hours of vacation per month for each full calendar month of employment.

12.05 After twenty (20) years or more of service, each bargaining unit employee shall earn, on a per pay period basis, the total equivalent of twenty (20) hours of vacation per month for each full month of employment.

12.06 A full month of employment is a month during which a bargaining unit employee has had no unauthorized absence resulting from an employee's flagrant violation of work rules and during which they have taken no more than seven (7) days of sick leave or medical leave.

12.07 When vacation is taken, vacation days shall be charged only against regular working days for such bargaining unit employee.

12.08 Each member's–vacation leave for the ensuing year shall be awarded on his/her anniversary date of hire. Members may accrue up to a maximum of two hundred forty (240) hours of vacation leave. Vacation leave balances in excess of two hundred forty (240) hours at the close of the twelve (12) month period from the member's anniversary date shall be forfeited.

If the Employer, based on operational needs, requests that a member delay use of his/her vacation leave, and that request results in accrual of vacation leave in excess of 240 hours at the close of the twelve-month period from the member's anniversary date, the resulting leave balance may carry over into the member's next succeeding twelve-month period.

12.09 Vacations shall be scheduled by the Sheriff, insofar as consistent with the efficient operation of the Sheriff's Office; the Sheriff shall endeavor to schedule vacations according to bargaining unit employee seniority choice of dates.

12.10 Upon separation from employment, bargaining unit employee shall be compensated for earned and unpaid wages; and the earned portion of their allocated/accrued vacation leave to a maximum of two hundred forty (240) hours, effective as of the date of separation. Allocated vacation leave used in advance of its having been earned, at the time of separation, will be deducted from the monies owed the employee, or must be reimbursed prior to separation by the employee.

12.11 Seniority shall prevail both as to the time of taking vacations and the number of bargaining unit employees entitled to be off on vacation at any given time.

12.12 Earned vacation shall not be taken until the bargaining unit employee has been employed by the Employer for six (6) months.

ARTICLE 13 – SICK LEAVE AND FUNERAL LEAVE

13.01 Employees shall begin to earn sick leave from their date of hire and be allowed to use their earned and accrued paid leave after completing ninety (90) days of employment. Full-time and part-time employees who are scheduled to and work fifty-one percent (51%) or more of an established work period shall earn and accrue pro-rated sick leave, on a per pay period basis, up to the equivalent of eight (8) hours for each full calendar month worked.

Effective as of January 1, 2018, part-time employees who are scheduled to and work less than fifty-one percent (51%) of the established full-time annual work schedule shall earn one (1) hour of sick leave for every forty (40) hours of work.

13.02 Employees shall start to earn sick leave from their date of hire and may accumulate earned sick leave, on a per pay period basis, up to a maximum of nine hundred sixty (960) hours. Consistent with Employer practice, employees may accumulate sick leave in excess of the above allowed maximum during a calendar year, however, accrued sick leave which exceeds the maximum cap at the end of each calendar year will automatically be forfeited without any required action on the part of either party.

13.03 Compensation for sick leave shall be paid only providing the bargaining unit employee submits a sick leave application within thirty-six (36) hours after returning to work. Any initial application for sick leave of over three (3) days duration must be supported by a report of the employee's personal physician.

13.04 A bargaining unit employee shall, if physically able, provide at least one (1) hour's advance notice of his/her inability to report for duty because of illness. Notice shall be provided to the Sheriff or his/her designee by telephone as promptly as reasonably possible, and the notice shall be updated as circumstances require.

13.05 A bargaining unit employee will be charged with days off sick leave only on those days when he/she would have worked regularly.

13.06 A bargaining unit employee may use three (3) days of sick leave to attend to funeral arrangements for any member of his/her immediate family. The immediate family shall be defined as mother, father, brother, sister, spouse, children, step children, grandparents, and shall include the mother and father of the employee's spouse. Two (2) additional days may be taken if required to travel.

13.07 If additional time is needed for funeral arrangements, it may be taken out of compensatory time or accrued vacation.

13.08 Bargaining unit employees who sustain an on-the-job injury or illness or who must be absent from work due to an incident for which they are eligible to receive coverage from L&I will select sick leave, or any other paid leave to cover the first three (3) days of their period of recovery. If L&I makes a determination that the claim is valid and provides coverage back to the date of the incident, the sick leave or any paid leave expended may be credited back to the employee's leave balance.

Upon determination by L&I of eligibility, the employee may select the following options:

1) The employee may continue to receive full salary, including all premium pay and benefits, until such time as the employee exhausts all paid leaves. The difference between L&I payment and the employee's salary shall be charged to the employee's paid leaves as designated by the employee. The employee shall turn over the L&I payment within five (5) days of receipt. Failure to reimburse the County may result in legal action and discipline. Once the employee exhausts all accrued paid leaves, the employee shall be placed on leave-without-pay and shall only draw from L&I.

2) The employee may elect leave without pay status and draw only L&I benefits.

The maximum period of supplementation under Section 1 that any employee may receive under this benefit is one year from the date of the incident. After this period, if the employee is unable to perform the essential functions of the job, with or without a reasonable accommodation, the employee may be terminated.

13.09 A bargaining unit employees shall be entitled to use accrued sick leave to care for a member of their immediate family.

13.10 Employees having sixty (60) days or more accrued sick leave, may dedicate accrued sick leave into a bank whereby a needy employee who has exhausted all accrued benefits might be helped in an emergency. Dedications shall be made voluntarily, anonymously, with a prohibition against one-to-one solicitation. Dedications may be made at any time and may be directed to be utilized by a particular employee in need.

13.11 Employees shall be allowed a four (4) hour to one (1) hour conversion of sick leave to annual leave for all earned paid sick leave in excess of nine hundred sixty (960) hours utilizing the Employer's conversion process. Employees cannot accrue more than two hundred forty (240) hours of annual leave in any given year. Annual leave days acquired through the above conversion shall not be compensable upon an employee's departure or retirement.

ARTICLE 14 – GRIEVANCE PROCEDURE

14.01 For matters covered by Chapter 41.14 of R.C.W. and the Whitman County Civil Service Rules, an employee shall elect as to whether the employee wishes to proceed under the Civil Service Rules or Collective Bargaining Agreement. If an employee elects to proceed under the Collective Bargaining Agreement, the following process shall apply.

14.02 STEP 1. The parties agree that every effort should be made to resolve grievances informally between the employee and his/her immediate supervisor, or such other management representative as is appropriate. A grievance will begin when filed by an_employee, or the Association, in writing, within ten (10) days after the occurrence, or_within ten (10) days after the employee becomes aware of the problem. The written grievance shall contain a brief statement of the facts, specific provision(s) of the Agreement violated, and remedy sought. The immediate supervisor, or other management representative shall respond to the grievance, in writing, within ten (10) days of receipt of the grievance.

14.03 STEP 2. Within five (5) days following receipt of a response from the immediate supervisor or other management representative, the employee or Association may present the grievance, in writing, to the Sheriff or his/her designee. Upon receipt of a grievance the Sheriff or his/her designee shall, within thirty (30) days, conduct a meeting with the_grievant and

Association, to hear the grievance. In the same thirty (30) day time period and after the meeting, the Sheriff or his/her designee shall respond, in writing, to the grievant and the Association.

14.04 STEP 3. If no settlement can be reached within thirty (30) calendar days, or after thirty (30) days from receipt of the grievance by the Sheriff, the matter may be referred within thirty calendar days by the County or Association to an impartial arbitrator selected by the County and the Association. If the County or the Association cannot agree on an impartial arbitrator, they shall request the Public Employment Relations Commission to furnish a list of five (5) impartial arbitrators and selection shall be made from this list by the process of elimination, if necessary.

14.05 The County and Association shall each pay their own expenses connected with the arbitration except that the charges of the impartial arbitrator shall be shared equally by the County and the Association.

14.06 If at any step of the grievance procedure the County fails to issue a response within the time limits set forth in this Article, the grievance will be advanced to the next step. Time limits referred to in this Article may be waived or extended by mutual agreement in writing.

ARTICLE 15 – EXPENSES

15.01 Bargaining unit employees required to use their personal cars for County business shall receive an allowance for each mile of necessary travel equal to that provided by the IRS to its employees.

15.02 Travel meals or other expenses, shall be paid for by the County, for bargaining unit employees who are out of Colfax or away from their scheduled duty station on official business, as provided for in County Code, Chapter 2.39.

15.03 If bargaining unit employees are required by the County to move from their residence to maintain employment, the County shall pay the moving expense.

ARTICLE 16 - WAGES

16.01 The salary steps set forth in the Collective Bargaining Agreement's Salary Schedule (Appendix A) shall each be increased as set forth below:

> Effective January 1, 2018, the salary steps in-effect on December 31 2017, and set forth in Appendix A, shall be increased by three percent (3.00%).
>
> Effective January 1, 2019, the salary steps in effect on December 31, 2018, and set forth in Appendix A, shall be increased by two and one-half percent (2.50 %).
>
> Effective January 1, 2020, the salary steps in effect on December 31, 2019, and set forth in Appendix A, shall be increased by two percent (2.00%).

16.02 All employees with continuous years of service, excluding approved leaves, shall be eligible for the longevity incentive(s) set forth below:

1) After ten (10) years of service eligible employees shall receive a longevity incentive of two percent (2%) of base pay.

2) After fifteen (15) years of service an eligible employee's longevity incentive shall be increased to three percent (3%) of base pay.

3) After twenty (20) years of service an eligible employee's longevity incentive shall be increased to four percent (4%) of base pay.

ARTICLE 17 – WORK STOPPAGES

17.01 Under no circumstances shall the Association, its officers, or members directly or indirectly cause, instigate, support, encourage or condone strike action. Nor shall any Association member directly or indirectly take part in any action against or interfere with the operations of the County such as a strike, work stoppage, sit down, stay in, slow down, curtailment of work, or demonstration at any location whatsoever during the term of this Agreement. The Association further agrees to make every effort to convince employees to refrain from such activities should they occur.

Any bargaining unit employee participating in or causing such an activity shall be considered by the County as subject to immediate dismissal or other appropriate disciplinary action, subject to the grievance procedure in this Agreement. The County agrees that during the term of this Agreement there shall be no Lockout.

ARTICLE 18 – ENTIRE AGREEMENT

18.01 The terms hereof cover the entire Agreement between the parties, and all rights not specifically abridged or limited herein are reserved exclusively to the Employer, regardless of whether or not such rights have previously been exercised by the Employer. There shall be no assertion of past practices, verbal or written agreement between the Employer and the bargaining unit employees in conflict with this Agreement. This Agreement contains all of the covenants, stipulations and provisions agreed upon and no representative of either party has authority to assert representations of agreement not set forth herein.

18.02 The employment relationship between the County and bargaining unit employees is governed by this Agreement and the Whitman County Personnel Policies and Procedures Guide, as it exists at the time of ratification of this Agreement. Unless covered by this Agreement, the County Personnel Policies and Procedures apply. In the event of a conflict between the terms and conditions of this Agreement and terms and conditions of the County's Personnel Policies and Procedures Guide, the Agreement's terms shall apply.

ARTICLE 19 – DISCIPLINE/DISCHARGE

19.01 No non-probationary employee may be disciplined or discharged except for just cause. Discipline shall be constructive and shall normally be progressive. The County shall make reasonable effort to impose discipline in a manner that will not embarrass or humiliate the employee before others.

19.02 A written record shall be made of any disciplinary action taken against an employee and placed in the employee's personnel file. Both the Association's representative and the employee shall receive prompt written notice of any disciplinary action taken; such notice shall include the full written record of such action, the specific charges or offenses, including references to written rules and regulations, and type of penalty. Letters of reprimand shall be removed after thirty-six (36) months.

19.03 In the event an employee is interviewed concerning an action which would likely result in disciplinary action, the following process shall be followed to the extent circumstances permit; however, in no case shall the interview be delayed more than twenty-four (24) hours, unless mutually agreed otherwise.

a. Prior to the interview, the employee will be informed of the nature of the allegations and the nature of the investigation, which will be provided a reasonable time prior to the interview. The employee will also be notified that he/she has a right to consult with an Association representative and to have that or another representative present at the interview.

b. Interviews covered under this Section shall, to the extent practical, take place at County facilities.

c. Either party may tape record the interview. Should either party exercise this right a copy of the tape or transcript shall be provided to the other party upon request.

d. In any investigation, the employee may be required to answer any questions reasonably related to the subject matter under investigation. The employee may be disciplined for refusing to answer such questions.

e. In situations involving the use of force, the employee shall have the right to consult with an Association representative or attorney prior to being required to give an oral or written statement about the use of force.

f. No employee shall be required to give a written or oral statement on any complaint against them by a person outside the Sheriff's Office unless said person reduces the complaint to writing and signs it. The employee shall be furnished a copy of the signed complaint prior to being required to give an oral or written statement. This provision shall not preclude management personnel from requiring answers to preliminary questions, which may have their origin in other written signed complaints.

ARTICLE 20 – ASSOCIATION BUSINESS

20.01 Up to two (2) members of the Association may attend negotiations without loss of pay.

20.02 Association officers and representatives may attend meetings with the County, or Sheriff for the purpose of discussing grievances, contract administration and other matters relating to conditions of employment without loss of pay.

20.03 Association members shall be allowed up to one (1) hour, on duty, to attend Association meetings without loss of pay, so long as they remain available for calls.

20.04 Association representatives shall be allowed to meet with a grievant on duty without loss of pay for the purpose of investigating and/or adjusting potential or actual grievances.

ARTICLE 21 – SAVINGS CLAUSE

21.01 Should any part of this Agreement be rendered or declared invalid by reason of any enacted legislation or by decree of a court of competent jurisdiction such invalidation shall not invalidate the remaining portions of this Agreement and the remaining parts shall remain in full force and effect.

21.02 Upon any part of this Agreement being rendered invalid, the parties agree to meet within a reasonable time to negotiate the part of this Agreement affected by the invalidation.

ARTICLE 22 – PAY DAY

22.01 Association members shall be paid twice per month on the days designated by the Employer.

22.02 It is agreed, that the Employer may, during the term of this or a successor Agreement, implement an alternative pay system which will compensate bargaining unit members based on actual hours worked rather than the current salaried basis; and agrees that when the above conversion occurs the Employer will, at the same time, begin paying bargaining unit members on a bi-weekly basis. It is understood that the Employer will establish the necessary bi-weekly pay process.

The Employer agrees that at the time it implements the above referenced conversion it will, the first full pay period following implementation, increase the wage rate by one-half percent (0.50%). If the Employer does not implement the above referenced conversion by July 1, 2020, the Employer will increase the wage rate by one-half (0.50%) the first full pay period following July 1, 2020.

In the event the Employer is not able to implement the conversion during the term of this Agreement, it is agreed that the Employer retains the right to make the above conversion in a subsequent successor agreement.

The parties agree that the proposed transition to an hourly pay system may present unforeseen obstacles not contemplated during the formation of this Agreement. With mutual agreement they may meet and confer, if such obstacles do exist in order to tailor the hourly pay system to the satisfaction of both parties.

ARTICLE 23 – DURATION

This Agreement shall be effective from January 1, 2018, through December 31, 2020. This Agreement may be amended, in writing, upon mutual agreement of the parties. At least sixty

(60) days prior to the termination date of this Agreement, either party may request, in writing, that negotiations commence for the purpose of bargaining a successor Agreement. During the period of negotiations for a successor agreement, this Agreement shall remain in full force and effect.

DATED this 21st day of May 2018

FOR WHITMAN COUNTY:

District 1 Commissioner, Art Swannack

District 2 Commissioner, Dean Kinzer

District 3 Commissioner, Michael Largent

DATED this 23rd day of April 2018

FOR WHITMAN COUNTY DEPUTY SHERIFF' S ASSOCIATION:

President, Michael Jordan

Assoc. Representative, Keith Cooper

Assoc. Representative, Christopher Olin

ATTEST:

Maribeth Becker, Clerk of the Board

ADDENDUM A

PAID RESERVE DEPUTIES

A Reserve Deputy may be hired as a temporary part-time employee not to exceed ninety (90) working days of employment in any twelve (12) consecutive calendar months. Paid Reserve Deputies are paid hourly based upon Deputy Sheriff Step A, Grade 12. Paid Reserve Deputies are not regular employees and are not entitled to benefits or seniority.

If the County receives a legal opinion indicating that the Paid Reserve Deputies Addendum violates the FLSA or Washington State law, then the County may exercise one of the following options:

(A) Make all Reserve Deputies volunteers; or

(B) Reopen Addendum A and negotiate a modification with the Whitman County Deputy Sheriffs' Association.

WC DEPUTY SHERIFF'S ASSOCIATION
SALARY SCHEDULE
JANUARY 1, 2018 TROUGH DECEMBER 31, 2018

*May be altered if bi-weekly payroll is adopted

GRADES	STEP A	STEP B	STEP C	STEP D	STEP E
1	2545	2672	2806	2946	3094
2	2672	2806	2946	3094	3248
3	2806	2946	3094	3248	3411
4	2946	3094	3248	3411	3581
5	3094	3248	3411	3581	3760
6	3248	3411	3581	3760	3948
7	3411	3581	3760	3948	4146
8	3581	3760	3948	4146	4353
9	3760	3948	4146	4353	4571
10	3948	4146	4353	4571	4799
11	4146	4353	4571	4799	5039
12	4353	4571	4799	5039	5291
13	4571	4799	5039	5291	5556
14	4799	5039	5291	5556	5833
15	5039	5291	5556	5833	6125
16	5291	5556	5833	6125	6431
17	5556	5833	6125	6431	6753
18	5833	6125	6431	6753	7091
19	6125	6431	6753	7091	7445
20	6431	6753	7091	7445	7817
21	6753	7091	7445	7817	8208
22	7091	7445	7817	8208	8619
23	7445	7817	8208	8619	9049
24	7817	8208	8619	9049	9502
25	8208	8619	9049	9502	9977
26	8619	9049	9502	9977	10476
27	9049	9502	9977	10476	11000
28	9502	9977	10476	11000	11550
29	9977	10476	11000	11550	12127
30	10476	11000	11550	12127	12734

WC DEPUTY SHERIFF'S ASSOCIATION
SALARY SCHEDULE
JANUARY 1, 2018 TROUGH DECEMBER 31, 2018

*May be altered if bi-weekly payroll is adopted

GRADES	STEP A	STEP B	STEP C	STEP D	STEP E
1	14.68	15.42	16.19	17.00	17.85
2	15.42	16.19	17.00	17.85	18.74
3	16.19	17.00	17.85	18.74	19.68
4	17.00	17.85	18.74	19.68	20.66
5	17.85	18.74	19.68	20.66	21.69
6	18.74	19.68	20.66	21.69	22.78
7	19.68	20.66	21.69	22.78	23.92
8	20.66	21.69	22.78	23.92	25.11
9	21.69	22.78	23.92	25.11	26.37
10	22.78	23.92	25.11	26.37	27.69
11	23.92	25.11	26.37	27.69	29.07
12	25.11	26.37	27.69	29.07	30.53
13	26.37	27.69	29.07	30.53	32.05
14	27.69	29.07	30.53	32.05	33.65
15	29.07	30.53	32.05	33.65	35.34
16	30.53	32.05	33.65	35.34	37.10
17	32.05	33.65	35.34	37.10	38.96
18	33.65	35.34	37.10	38.96	40.91
19	35.34	37.10	38.96	40.91	42.95
20	37.10	38.96	40.91	42.95	45.10
21	38.96	40.91	42.95	45.10	47.36
22	40.91	42.95	45.10	47.36	49.72
23	42.95	45.10	47.36	49.72	52.21
24	45.10	47.36	49.72	52.21	54.82
25	47.36	49.72	52.21	54.82	57.56
26	49.72	52.21	54.82	57.56	60.44
27	52.21	54.82	57.56	60.44	63.46
28	54.82	57.56	60.44	63.46	66.63
29	57.56	60.44	63.46	66.63	69.97
30	60.44	63.46	66.63	69.97	73.46

WC DEPUTY SHERIFF'S ASSOCIATION

SALARY SCHEDULE

JANUARY 1, 2019 TROUGH DECEMBER 31, 2019

* May be altered if bi-weekly payroll is adopted

GRADES	STEP A	STEP B	STEP C	STEP D	STEP E
1	2609	2739	2876	3020	3171
2	2739	2876	3020	3171	3329
3	2876	3020	3171	3329	3496
4	3020	3171	3329	3496	3671
5	3171	3329	3496	3671	3854
6	3329	3496	3671	3854	4047
7	3496	3671	3854	4047	4249
8	3671	3854	4047	4249	4462
9	3854	4047	4249	4462	4685
10	4047	4249	4462	4685	4919
11	4249	4462	4685	4919	5165
12	4462	4685	4919	5165	5423
13	4685	4919	5165	5423	5694
14	4919	5165	5423	5694	5979
15	5165	5423	5694	5979	6278
16	5423	5694	5979	6278	6592
17	5694	5979	6278	6592	6922
18	5979	6278	6592	6922	7268
19	6278	6592	6922	7268	7631
20	6592	6922	7268	7631	8013
21	6922	7268	7631	8013	8413
22	7268	7631	8013	8413	8834
23	7631	8013	8413	8834	9276
24	8013	8413	8834	9276	9740
25	8413	8834	9276	9740	10226
26	8834	9276	9740	10226	10738
27	9276	9740	10226	10738	11275
28	9740	10226	10738	11275	11838
29	10226	10738	11275	11838	12430
30	10738	11275	11838	12430	13052

WC DEPUTY SHERIFF'S ASSOCIATION
SALARY SCHEDULE
JANUARY 1, 2019 TROUGH DECEMBER 31, 2019

* May be altered if bi-weekly payroll is adopted

GRADES	STEP A	STEP B	STEP C	STEP D	STEP E
1	15.05	15.80	16.59	17.42	18.29
2	15.80	16.59	17.42	18.29	19.21
3	16.59	17.42	18.29	19.21	20.17
4	17.42	18.29	19.21	20.17	21.18
5	18.29	19.21	20.17	21.18	22.24
6	19.21	20.17	21.18	22.24	23.35
7	20.17	21.18	22.24	23.35	24.52
8	21.18	22.24	23.35	24.52	25.74
9	22.24	23.35	24.52	25.74	27.03
10	23.35	24.52	25.74	27.03	28.38
11	24.52	25.74	27.03	28.38	29.80
12	25.74	27.03	28.38	29.80	31.29
13	27.03	28.38	29.80	31.29	32.85
14	28.38	29.80	31.29	32.85	34.50
15	29.80	31.29	32.85	34.50	36.22
16	31.29	32.85	34.50	36.22	38.03
17	32.85	34.50	36.22	38.03	39.93
18	34.50	36.22	38.03	39.93	41.93
19	36.22	38.03	39.93	41.93	44.03
20	38.03	39.93	41.93	44.03	46.23
21	39.93	41.93	44.03	46.23	48.54
22	41.93	44.03	46.23	48.54	50.97
23	44.03	46.23	48.54	50.97	53.51
24	46.23	48.54	50.97	53.51	56.19
25	48.54	50.97	53.51	56.19	59.00
26	50.97	53.51	56.19	59.00	61.95
27	53.51	56.19	59.00	61.95	65.05
28	56.19	59.00	61.95	65.05	68.30
29	59.00	61.95	65.05	68.30	71.72
30	61.95	65.05	68.30	71.72	75.30

WC DEPUTY SHERIFF'S ASSOCIATION

SALARY SCHEDULE

JANUARY 1, 2020 TROUGH DECEMBER 31, 2020

* May be altered if bi-weekly payroll is adopted

GRADES	STEP A	STEP B	STEP C	STEP D	STEP E
1	2661	2794	2934	3080	3234
2	2794	2934	3080	3234	3396
3	2934	3080	3234	3396	3566
4	3080	3234	3396	3566	3744
5	3234	3396	3566	3744	3931
6	3396	3566	3744	3931	4128
7	3566	3744	3931	4128	4334
8	3744	3931	4128	4334	4551
9	3931	4128	4334	4551	4779
10	4128	4334	4551	4779	5018
11	4334	4551	4779	5018	5268
12	4551	4779	5018	5268	5532
13	4779	5018	5268	5532	5808
14	5018	5268	5532	5808	6099
15	5268	5532	5808	6099	6404
16	5532	5808	6099	6404	6724
17	5808	6099	6404	6724	7060
18	6099	6404	6724	7060	7413
19	6404	6724	7060	7413	7784
20	6724	7060	7413	7784	8173
21	7060	7413	7784	8173	8582
22	7413	7784	8173	8582	9011
23	7784	8173	8582	9011	9461
24	8173	8582	9011	9461	9934
25	8582	9011	9461	9934	10431
26	9011	9461	9934	10431	10953
27	9461	9934	10431	10953	11500
28	9934	10431	10953	11500	12075
29	10431	10953	11500	12075	12679
30	10953	11500	12075	12679	13313

WC DEPUTY SHERIFF'S ASSOCIATION

SALARY SCHEDULE

JANUARY 1, 2020 THROUGH JULY 31, 2020

* May be altered if bi-weekly payroll is adopted

GRADES	STEP A	STEP B	STEP C	STEP D	STEP E
1	15.35	16.12	16.93	17.77	18.66
2	16.12	16.93	17.77	18.66	19.59
3	16.93	17.77	18.66	19.59	20.57
4	17.77	18.66	19.59	20.57	21.60
5	18.66	19.59	20.57	21.60	22.68
6	19.59	20.57	21.60	22.68	23.82
7	20.57	21.60	22.68	23.82	25.01
8	21.60	22.68	23.82	25.01	26.26
9	22.68	23.82	25.01	26.26	27.57
10	23.82	25.01	26.26	27.57	28.95
11	25.01	26.26	27.57	28.95	30.40
12	26.26	27.57	28.95	30.40	31.91
13	27.57	28.95	30.40	31.91	33.51
14	28.95	30.40	31.91	33.51	35.19
15	30.40	31.91	33.51	35.19	36.95
16	31.91	33.51	35.19	36.95	38.79
17	33.51	35.19	36.95	38.79	40.73
18	35.19	36.95	38.79	40.73	42.77
19	36.95	38.79	40.73	42.77	44.91
20	38.79	40.73	42.77	44.91	47.15
21	40.73	42.77	44.91	47.15	49.51
22	42.77	44.91	47.15	49.51	51.99
23	44.91	47.15	49.51	51.99	54.59
24	47.15	49.51	51.99	54.59	57.31
25	49.51	51.99	54.59	57.31	60.18
26	51.99	54.59	57.31	60.18	63.19
27	54.59	57.31	60.18	63.19	66.35
28	57.31	60.18	63.19	66.35	69.67
29	60.18	63.19	66.35	69.67	73.15
30	63.19	66.35	69.67	73.15	76.81

WC DEPUTY SHERIFF'S ASSOCIATION

SALARY SCHEDULE

July 1, 2020 THROUGH DECEMBER 31, 2020

* wage may occur earlier than July if bi-weekly payroll is adopted

GRADES	STEP A	STEP B	STEP C	STEP D	STEP E
1	2674	2808	2948	3096	3250
2	2808	2948	3096	3250	3413
3	2948	3096	3250	3413	3584
4	3096	3250	3413	3584	3763
5	3250	3413	3584	3763	3951
6	3413	3584	3763	3951	4149
7	3584	3763	3951	4149	4356
8	3763	3951	4149	4356	4574
9	3951	4149	4356	4574	4802
10	4149	4356	4574	4802	5043
11	4356	4574	4802	5043	5295
12	4574	4802	5043	5295	5559
13	4802	5043	5295	5559	5837
14	5043	5295	5559	5837	6129
15	5295	5559	5837	6129	6436
16	5559	5837	6129	6436	6758
17	5837	6129	6436	6758	7095
18	6129	6436	6758	7095	7450
19	6436	6758	7095	7450	7823
20	6758	7095	7450	7823	8214
21	7095	7450	7823	8214	8625
22	7450	7823	8214	8625	9056
23	7823	8214	8625	9056	9509
24	8214	8625	9056	9509	9984
25	8625	9056	9509	9984	10483
26	9056	9509	9984	10483	11007
27	9509	9984	10483	11007	11558
28	9984	10483	11007	11558	12136
29	10483	11007	11558	12136	12742
30	11007	11558	12136	12742	13379

WC DEPUTY SHERIFF'S ASSOCIATION

SALARY SCHEDULE

July 1, 2020 THROUGH DECEMBER 31, 2020

* wage may occur earlier than July if bi-weekly payroll is adopted

GRADES	STEP A	STEP B	STEP C	STEP D	STEP E
1	15.43	16.20	17.01	17.86	18.75
2	16.20	17.01	17.86	18.75	19.69
3	17.01	17.86	18.75	19.69	20.68
4	17.86	18.75	19.69	20.68	21.71
5	18.75	19.69	20.68	21.71	22.79
6	19.69	20.68	21.71	22.79	23.93
7	20.68	21.71	22.79	23.93	25.13
8	21.71	22.79	23.93	25.13	26.39
9	22.79	23.93	25.13	26.39	27.71
10	23.93	25.13	26.39	27.71	29.09
11	25.13	26.39	27.71	29.09	30.55
12	26.39	27.71	29.09	30.55	32.07
13	27.71	29.09	30.55	32.07	33.68
14	29.09	30.55	32.07	33.68	35.36
15	30.55	32.07	33.68	35.36	37.13
16	32.07	33.68	35.36	37.13	38.99
17	33.68	35.36	37.13	38.99	40.94
18	35.36	37.13	38.99	40.94	42.98
19	37.13	38.99	40.94	42.98	45.13
20	38.99	40.94	42.98	45.13	47.39
21	40.94	42.98	45.13	47.39	49.76
22	42.98	45.13	47.39	49.76	52.25
23	45.13	47.39	49.76	52.25	54.86
24	47.39	49.76	52.25	54.86	57.60
25	49.76	52.25	54.86	57.60	60.48
26	52.25	54.86	57.60	60.48	63.51
27	54.86	57.60	60.48	63.51	66.68
28	57.60	60.48	63.51	66.68	70.01
29	60.48	63.51	66.68	70.01	73.52
30	63.51	66.68	70.01	73.52	77.19