

**2017-2019  
AGREEMENT BETWEEN  
THE CHELAN COUNTY DEPUTY SHERIFF'S ASSOCIATION  
AND CHELAN COUNTY  
REGARDING NON-COMMISSIONED DEPUTIES**

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**PREAMBLE**

These articles constitute an Agreement between the Board of County Commissioners and the Sheriff of Chelan County, hereinafter referred to as the County or Employer, and the Chelan County Deputy Sheriff's Association, hereinafter referred to as the Association, governing wages, hours and working conditions for certain members of the Chelan County Sheriff's Office.

**ARTICLE 1 - RECOGNITION**

1.1 The County agrees to recognize the Association as the sole bargaining agent for wages, hours and working conditions for all non-commissioned full time and regular part-time employees employed by the Chelan County Sheriff's Office with the exception of supervisory or confidential employees who are not members of the Association.

**ARTICLE 2 - MANAGEMENT**

2.1 Subject to the express terms and conditions of the Agreement, all of management's inherent rights, powers, authority and functions shall remain vested exclusively in the County. It is expressly recognized that such rights, power, authority and functions include, but are not limited to, the full and exclusive entrepreneurial control, management and operation of the Sheriff's Office Affairs; the determination of the scope of its activities, the business to be transacted, the work to be performed and the methods pertaining thereto; the equipment to be utilized, the process and procedures; the right to maintain order, efficiency and effectiveness, and standards of performance; the right to fix standards of quality and quantity of work, and the right to control the scheduling of all work; the right to determine the number of employees and the direction of the working forces; the right to hire, select, train, assign, promote, and transfer its employees and the right to discipline, demote and discharge employees for just cause.

2.2 The County and the Association agree that the above statement of management rights is for illustrative purposes and is not to be confused as restrictive, or interpreted so as to exclude those prerogatives not mentioned which are inherent to management.

2.3 All management rights, powers, authority and functions, whether heretofore or hereafter exercised, shall remain vested exclusively in the County, except insofar as expressly and specifically surrendered or limited by the express provisions of this Agreement. In matters not covered expressly and specifically by language within this Agreement, the County shall have the clear right to make decisions as the need arises. This shall include, but not be limited to, the right of the County to make rules and regulations in order to maintain operating efficiency. All rights not specifically abridged or limited by this Agreement are reserved exclusively to the Employer, regardless of whether or not such rights have previously been exercised by the Employer.

2.4 Nothing herein shall be construed as a waiver of the Association's right to engage in collective bargaining, pursuant to RCW 41.56.

### **ARTICLE 3 - DUES DEDUCTION**

3.1 The County agrees to deduct from the paycheck of each employee who has authorized it, the regular monthly dues and any uniform special assessments required of the Association. The amounts deducted shall be transmitted monthly to the Treasurer of the Association. Authorization by the employee shall be on a form approved by the parties hereto.

3.2 The Association agrees to indemnify and save harmless the County from any and all liability to third parties resulting from the dues deduction system.

3.3 Neither party shall discriminate against any employee because of membership or non-membership in the Association, nor because of employee's Association activities.

3.4 There shall be no undue soliciting of employees for Association membership during working hours.

3.5 It shall be a condition of employment that all employees of the Employer covered by this Agreement who are members of the Association in good standing on the effective date of this Agreement shall remain in good standing, and those who are not members in good standing on the effective date of this Agreement shall, on the thirty-first (31<sup>st</sup>) day following the effective date of this Agreement, become and remain members in good standing in the Association. It shall also be a condition of employment that all employees covered by this Agreement and hired on

or after its effective date shall, on the thirty-first (31<sup>st</sup>) day following the beginning of such employment, become and remain members in good standing in the Association. "Good standing" shall be defined as the tendering of initiation fees and monthly dues on a timely basis.

3.6 All employees who do not elect to become members of the Association shall in lieu of Association membership pay to the Association as a condition of employment a regular monthly service (agency fee) equal to the Association dues in effect for that employee as a monthly contribution towards the administration of this Agreement and collective bargaining. Such fees shall not exceed the maximum agency fee allowed by law. Employees failing to honor their union security obligations shall be discharged, after thirty (30) days written notice, at the request of the Association.

3.7 This Agreement safeguards the rights of non-association of public employees based on bona fide religious tenets or teachings of a church or religious body which such employee is a member in accordance with RCW 41.56.122. Such public 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 bargaining representative to which such public employee would otherwise pay the dues or initiation fee. The employee shall furnish written proof that such payment has been made. If the employee and the bargaining representative do not reach agreement on such matter, the Public Employment Relations Commission shall designate the charitable organization.

#### **ARTICLE 4 - USE OF COUNTY FACILITIES**

4.1 The Association shall be permitted to post notices regarding Association business in a convenient place outside of normal public view in the Sheriff's Office within each functional division or detachment, as mutually agreed between the Sheriff and the Association.

4.2 The Association shall be permitted to use County facilities for Regular and Special Meetings, providing these meetings do not conflict with official County business.

4.3 The County recognizes that at times a duly authorized representative of the Association may have to use on-duty time for the purpose of adjusting complaints or ascertaining whether the conditions of this Agreement are being complied with by both parties. In such cases the authorized representative shall request use of such time from the Sheriff or his representative. Failure to request such use may result in withdrawal of this privilege. Permission to use such time shall not be unreasonably denied.

4.4 It is further understood that on-duty time may be used, by mutual agreement, for bargaining. The County shall allow up to five (5) Association officers to attend negotiating meetings with the County's representatives, without loss of pay, relative to pursuing contract renewal and negotiations. No overtime will be incurred as a result of this section.

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

5.1 Workweek and Work Period. This Article is intended only to define the normal hours of work. Nothing herein shall be construed as a guarantee of hours of work per day or per week. The work schedule for employees covered by this agreement shall be;

Five (5) consecutive eight (8) hour days worked, followed by two (2) consecutive days off, for 7 days work period; or

Four (4) consecutive ten (10) hour days worked followed by three (3) consecutive days off, for a seven (7) day work period; or

Five (5) consecutive nine (9) hour days worked followed by two (2) consecutive days off and three (3) consecutive nine (9) hour days worked followed by one (1) eight (8) hour day worked, then followed by three (3) consecutive days for a fourteen (14) day work period.

Employees may make a request to his/her immediate supervisor to be assigned to one of the above regular work schedules, which may be approved if operational conditions permit. The sum total of hours regularly worked shall not exceed forty (40) hours per work period. The normal workday shall consist of consecutive time between the hours of 7:00 AM and 7:00 PM. Employee shall be assigned a regular starting and ending time as per the normal workday.

Employees shall take a thirty (30) minute unpaid lunch break. In addition, an employee may request that their regular schedule include an additional thirty (30) minutes of unpaid lunch break for a total of sixty (60) minutes of unpaid lunch break as scheduled by the Sheriff. If an employee elects to take an additional thirty minutes of unpaid lunch break, that amount of time shall be added to the employee's regular work schedule for the day, or the employee may use comp or vacation time for that time off. Alternatively, an employee may request as part of their regular schedule to combine his/her paid rest breaks with his/her thirty (30) minute unpaid lunch break for a total of sixty (60) minutes for a lunch break.

Each employee's approved regular schedule shall be their work schedule for the year. The regular schedule will be reviewed upon execution of this contract, and annually thereafter by the supervisor, at which times employees may request a

change to their regular schedule. In addition, on any particular day, the supervisor may allow exceptions to the employee's daily work schedule upon request.

If the Sheriff determines there to be an operational need for Employees to remain on campus and available to work during their lunch break the Employee shall be paid at their appropriate hourly rate. If an employee is called back to work during a lunch break they shall be paid for their lunch break, either thirty (30) minute or sixty (60) minutes, at their appropriate hourly wage.

5.2 Overtime. The Sheriff may assign work to be performed in excess of 40 hours in a work period. All work performed in excess of 40 hours in a work period shall be compensated for at one and one-half times the employee's regular straight time hourly rate. Reimbursement for uniform, clothing, equipment, meals, travel and any other fringe benefits shall not be included in the determination of the employee's regular straight time rate of pay. All paid leaves count as time worked for purposes of this section.

The first Fifteen (15) minutes of overtime shall be unpaid. Any incremental increase shall be rounded up to the nearest Fifteen (15) minutes.

5.3 Compensatory Time Off. Employees may elect to take compensatory time off in lieu of receiving overtime pay for hours worked in excess of 40 hours in any work period. Such compensatory time off shall be at the rate of one and one-half to one, and shall be scheduled by mutual agreement with the Sheriff. Accumulation of compensatory time off shall not exceed 120 hours. Only eighty (80) hours of compensatory time may be carried forward into a new calendar year. Once a year, on or before December 10<sup>th</sup>, employees may request compensatory hours above the 80-hour limit be bought down at the employee's current rate of pay.

5.4 Call Out. In the event of a call out, an employee will be credited with a minimum of three (3) hours' work time, at one and one half the regular rate. A call out is defined as a mandated directive either by a supervisor or at the direction of a supervisor requiring an employee to report to full duty. A telephone conversation or a call asking for volunteers or a voluntary choice to report for duty is not a call out. The compensation for a call out begins when the employee arrives at the assigned detail.

5.5 Off Duty Telephone Calls. Employees may request compensation at their appropriate hourly rate for all work-related off-duty telephone calls lasting 10 minutes or more. Telephone calls of less than ten (10) minutes are considered minimal and not compensated. However, more than two (2) off-duty telephone calls on a single day should be compensated, with a minimum one-half (1/2) hours of compensation, even if none of the calls is of 10 minutes duration.

5.6 Court Time. Employees covered by the Agreement shall be credited with a minimum of four (4) hours' work at time and one half when required to appear in court on behalf of the employer on their day off or during off-duty hours. This provision applies to any scheduled court appearance unless the employee is advised by 5:00 p.m. the previous day that they are released from the subpoena. This does not apply to shift extensions.

5.7 Schedule Modifications. The Sheriff may modify scheduled days off or on duty in exceptional situations which are defined as an unforeseen occurrence, civil disorder, natural disaster, a life threatening situation, holiday weekend or scheduled festival, or other bona fide emergencies. County-wide shift bids shall be conducted annually. When called to duty without prior notice, the employee shall have a reasonable time to clean up and get into a uniform. All shifts scheduled with less than 72 hours' notice shall be compensated at the overtime rate. The overtime for a schedule change made with less than 72 hours' notice applies only to the changed hours, not the entire shift (unless the entire shift is a change).

If an overtime shift is canceled with less than 72 hours' notice, the Employer will make alternate work available and can assign a detail to the employee for the specific overtime hours they were scheduled to work. The employee shall be paid at the same overtime rate as originally scheduled. The employee will have the option of taking the available alternate overtime detail during the hours originally scheduled, or they can decline the available work. If alternate work is offered and the employee declines the work, they will not be paid straight time for their scheduled hours canceled with less than 72 hours' notice.

## ARTICLE 6 - HOLIDAYS

6.1 The following days shall be recognized and observed as paid holidays:

Floating Holiday.....	Employee choice with approval of the Sheriff or designee
New Year's .....	January 1
Martin Luther King's Birthday .....	Third Monday in January
Washington's Birthday.....	Third Monday in February
Memorial Day .....	Last Monday in May
Independence Day .....	July 4
Labor Day.....	First Monday in September
Veterans Day .....	November 11
Thanksgiving Day.....	Fourth Thursday in November
Day After Thanksgiving .....	Fourth Friday in November
Christmas Day.....	December 25

6.2 An employee may take a floating holiday at such time as is mutually agreeable to the employee and the Sheriff or his/her designee.

6.3 An employee who is required to work on an observed holiday as set forth in this section, shall be compensated at the rate of one and one-half (1 1/2) times the employee's straight time hourly rate of pay for each hour worked. Additionally, the employee shall be provided equivalent holiday time off on another day subject to the approval of the Sheriff or his/her designee.

## **ARTICLE 7 - UNIFORMS, CLOTHING ALLOWANCE AND EQUIPMENT**

7.1 Non-Commissioned personnel will be given a \$500.00 clothing allowance each year in the January pay period. New hires will be given a prorated allowance in their first paycheck.

Non-Commissioned personnel are required to meet the standards of dress as set by the Sheriff.

## **ARTICLE 8 - SENIORITY**

8.1 "Classification seniority" shall mean the length of service within a classification in the Chelan County Sheriff's Office. Classification seniority shall be the determining factor in vacation requests, shift assignments and detachment assignments. Employees promoted to a higher classification or appointed to a position within the Sheriff's Office shall continue to accrue classification seniority.

"Office seniority" shall be used for all other purposes. Office seniority shall mean an employee's length of service within the Chelan County Sheriff's Office measured from the last date of hire, less any authorized leave of absence without pay. Employees rehired within three (3) months of resignation shall treat the separation as a leave of absence without pay for purposes of accruing seniority.

8.2 A probationary period of 365 calendar days shall be required for all new employees. During this period, probationary employees may be terminated without notice at the sole discretion of the Sheriff.

8.3 Office seniority shall be the determining factor in layoffs and recall from layoffs, but reduction in force shall be done by unit (i.e. field, emergency management, administration, records etc.). Employees laid off by virtue of less seniority within the unit shall be allowed to revert to their prior position in a different unit when eligible, considering their total continuous length of service within the office.



8.4 Vacations shall be scheduled by classification seniority up to February 1<sup>st</sup> of each calendar year, after which vacation will be scheduled in order of requests; provided, however, that vacation scheduling shall be subject to the immediate supervisor's right to determine the number of employees, if any, who may schedule a vacation during any particular period, and provided further that no employee shall be allowed to take more than two (2) weeks of vacation during the period from June 1 through August 1, unless approved by the Sheriff or his/her designee for bona fide emergencies or other approved circumstances. First choice requests shall be limited to three (3) weeks. Once scheduled, a vacation may not be canceled by the employer unless an emergency occurs. Emergency for purposes of Section 8.4 shall mean an event or set of circumstances which: demands immediate action to preserve public health, protect life, protect public property, or to provide relief to any stricken community overtaken by such occurrences. Under no circumstances shall vacations be allowed where the scheduling of such vacations could interfere with the operation of the Sheriff's Office. Accrued vacation time shall not be lost at the end of the year if the employee has requested the time off in accordance with the terms of this Agreement and such request has been denied by the Sheriff. In such cases, the time may be carried over but must be taken within ninety (90) days of the end of the calendar year.

8.5 Office and Classification seniority shall terminate upon discharge, resignation lasting in separation in service from the Sheriff's Office for greater than three (3) months, retirement, twelve (12) months of lay off, and for unexcused absences of three (3) or more days in duration. Employees who have been laid off and who are recalled to employment with the County shall report to work within ten (10) working days of their receipt of notification of recall by certified mail. Failure to report within ten (10) working days of the employee's receipt of notification for recall by certified mail shall constitute a waiver of the employee's right to reemployment.

8.6 It is understood that the prior service of County employees who transfer to the Chelan County Sheriff's Office shall be used for the purpose of sick leave and vacation accrual.

8.7 Regular Part-Time Employee: An employee who regularly works more than eighty (80) hours a month, but not full time. A regular part-time employee shall receive benefits as provided by law and prorated benefits provided for in this Agreement.

8.8 Temporary or Seasonal Employee: An employee hired for a specific period of time not to exceed one hundred twenty (120) working days to complete a seasonal temporary project. Temporary or Seasonal employees shall be paid on an hourly basis and shall not receive any of the benefits of the regular employee.

## ARTICLE 9 - GRIEVANCES AND ARBITRATION

9.1 A grievance is defined as a dispute involving the interpretation, application or alleged violation of any provision of this Agreement.

9.2 In the processing, disposition and/or settlement of any grievance, the Association shall be the exclusive representative of the employee(s). Prior to the submission of the grievance to Step 2, the Association or employee shall elect either the grievance procedure or the Chelan County Civil Service Commission as the remedy of choice. Once decided, the Association or employee shall submit the grievance through the elected procedure and, once the grievance has been initiated in the elected procedure, there shall be no other recourse for the resolution of that grievance.

9.3 A grievance settled under any step hereof shall be binding on both parties and the employee(s).

9.4 Any grievance shall be resolved in the following manner:

Step 1: The Sheriff or his/her designee and Association, on behalf of the aggrieved employee, or the employee shall notify the other of the nature of the grievance within fourteen (14) calendar days of the aggrieved party's first knowledge of the occurrence which gave rise to the grievance. The Association or the employee shall notify either the Sheriff, the Undersheriff, or the Sheriff's designee by certified mail or personal service. The County shall notify the President of the Association. The two representatives or the employee shall attempt to settle the matter. The representative receiving the grievance shall respond in writing within fourteen (14) calendar days of receipt of the grievance.

Step 2: If the grievance is not settled in Step 1, it shall be submitted in writing within fourteen (14) calendar days after the Step 1 decision to the Board of County Commissioners and to the Sheriff and to the President of the Association, and they or their representatives shall meet within fourteen (14) calendar days of their receipt of the grievance to decide whether they can settle the grievance. This decision shall be in writing. The result from Step 2 shall be final for grievances pursued by individuals without the assistance of the Association. The right to proceed to arbitration pursuant to Step 3 does not apply to such individual grievances.

Step 3:

- a. If the grievance is not settled in Step 2, a demand for arbitration will be submitted by either the Commission, the Sheriff, or the Association within fourteen (14) calendar days of receipt of the Step 2 decision or the Step 1 decision if Step 2 is not utilized. Upon demand for arbitration, both parties shall immediately petition the Washington State Public Employment Relations Commission (PERC), Federal Mediation and Conciliation Service (FMCS) or the American Arbitration Association (AAA) for the names of seven (7) arbitrators, and within five (5) working days from receipt of such list of names, the two parties shall select one name on the list by alternately striking a name until one remains. The first strike shall be determined by lot. This process for selecting an arbitrator need not be followed if both parties agree on any person as impartial arbitrator. In the event an agreement cannot be reached on the selection of an arbitration service, the service shall be selected by random drawing.
- b. The grievance shall then be presented before an arbitrator who shall hear both parties as soon as practicable on the disputed matter and shall render a decision within thirty (30) calendar days of the conclusion of the hearing.
- c. The decision of the arbitrator shall be final and binding upon the parties to the grievance provided the decision does not involve action by the Employer which is beyond its jurisdiction, nor shall the decision have the authority to amend, alter or modify this Agreement, and its terms shall be limited to the interpretation and application of this Agreement.
- d. Any grievance submitted to arbitration may be settled by the parties prior to the arbitration hearing or decision or withdrawn from the arbitration process by the parties submitting the grievance to the Step 3 procedure. Where a grievance is presented to an arbitrator and is not settled or withdrawn prior to the arbitrator's decision and/or award, such decision and/or award shall be final and binding on both parties and employee(s).
- e. Charges submitted by the arbitrator shall be equally borne by the County and the Association.

9.5 Any of the time periods specified in this procedure may be extended by mutual agreement between the parties.

9.6 Nothing herein shall be construed as a limitation on the right of an individual employee to pursue a complaint or grievance through the management chain of command (i.e., supervisor, mid-level manager, and then the Sheriff) without the intervention of the Association, provided that any result shall be consistent with the terms of this collective bargaining agreement, and further provided, consistent with RCW 41.56, that the Association has the right to have a representative present at any initial meeting called for the resolution of such grievance.

### **ARTICLE 10 - INSURANCE**

10.1 The employer will pay the premium costs at the employee rate for either Plan 2 or Plan 3 whichever Plan the employee is enrolled. Employees choosing to enroll on Plan 1 will be responsible for the difference between the Plan 1 and Plan 2 rate. The Employee may cover dependents under the same plan to which they are enrolled. The Employee is responsible for 100% of their dependents' premiums.

The Employer shall provide dental coverage to the employee equal to or greater than the coverage currently provided through the Washington Dental Service.

The employer will not pay for double coverage when both spouses are employed by the County.

A VEBA account will be funded through County contributions to each employee at the rate of \$150/month starting April 1, 2017. County contributions to the account will automatically terminate on December 31, 2019, unless otherwise agreed by the parties.

10.2 The County shall keep in force insurance covering all employees of the Chelan County Sheriff's Office covering the following:

- a. False arrest, detention or imprisonment;
- b. Malicious prosecution, libel, slander, defamation;
- c. Violation of right of privacy, wrongful entry or eviction or other invasion of right of privacy;
- d. The Employer shall provide life insurance with coverage of \$50,000.
- e. Negligent Investigation

10.3 All employees who qualify for retirement coverage under the PERS system shall be covered under that system.

### **ARTICLE 11 - ANNUAL LEAVE**

11.1 Annual leave is earned by a full-time employee of Chelan County at the rate of eight (8) hours for each month of completed service. For part-time employees, leave is earned at a rate in proportion to their part-time work. Temporary employees do not earn annual leave. Annual leave will not be utilized until a new employee has served a minimum of six (6) consecutive months. A new employee is defined as a new employee, a reemployed person with more than a six-month break in service, or a laid off employee who is recalled more than twelve (12) months after the date of layoff.

11.2 Full-time employees earn eight (8) hours of annual leave their first employment month if employed on or before the fifteenth (15<sup>th</sup>) of the month. Terminating employees earn eight (8) hours of annual leave their final employment month if they actually work through the fifteenth (15<sup>th</sup>) of the month or longer. Annual leave will not be allowed if an employee terminates with less than six (6) months' service.

11.3 Annual leave may be accumulated; however, the amount of such accumulated leave carried over to the succeeding calendar year shall be limited to 240 hours. An employee will be credited with unused leave; as of January 1<sup>st</sup> of the succeeding year his or her leave account shall be reduced to 240 hours.

11.4 All accumulated annual leave shall be paid to an employee at his or her regular hourly rate when an employee leaves the employment of Chelan County for any reason. In the case of death, all accumulated annual leave will be paid to the deceased employee's estate.

11.5 Annual leave is charged in units of full hours. Any part of an hour will be considered a full hour. Only working hours are charged, and at the rate of one (1) hour of leave for each hour of absence.

11.6 Each full-time employee of Chelan County shall be granted longevity bonus annual leave hours with full pay after satisfactorily completing 2, 3, 5, 10, 15, 20, and 25 years of service; said bonus hours to be granted according to the following schedule:

<u>Length of Service</u>	<u>Accrued Annual Leave</u>	<u>* Longevity Bonus</u>	<u>Total</u>
1 year	96	0	96
2 years	96	8	104
3 years	96	16	112
5 years	96	24	120
10 years	96	48	144
15 years	96	64	160
20 years	96	80	176
25 years	96	96	192

\*To be credited as annual leave earned on the anniversary date of current continuous employment. Upon separation, provided due notice is given, bonus hours will be prorated to date of separation.

### ARTICLE 12 - SICK LEAVE

12.1 Sick leave is earned by a full-time employee of Chelan County at the rate of eight (8) hours for each month of completed service. For part-time employees, leave is earned at one-half the rate of full-time employees. Temporary employees do not earn sick leave.

12.2 Full-time employees earn eight (8) hours of sick leave their first employment month if employed on or before the fifteenth (15<sup>th</sup>) of the month.

12.3 Sick leave is charged in units of half hours. Any part of a half hour will be considered a half hour. Only working hours are charged, and at the rate of one (1) half hour of leave for each half hour of absence.

12.4 Sick leave will be accumulated to a total of 960 hours, after which time it lapses month by month.

12.5 Employees who provide at least six (6) months advance written notice of their retirement shall be eligible to cash out twenty five percent (25%) of all accrued sick leave hours remaining on the date of retirement. In reasonable circumstances

the Sheriff may allow cash out under this paragraph for employees providing less than six (6) months' notice. Payment shall be made on their final paycheck at the employee's regular rate of pay.

12.6 Illness, injury, or death in the immediate family requiring the attendance of the employee. Leave for such reason shall be limited to three (3) days in any one instance, except that up to two (2) additional days may be allowed if the additional time is necessary by reason of travel distance. "Immediate family" shall include only parents, wife, husband, dependent children, grandparents, siblings, and in-law relations of the same. Leave granted for illness or injury of other relatives must be approved by the Department Head. Leave may also be available pursuant to state and/or federal law.

### **ARTICLE 13 - WAGES**

13.1 Wages. Employees covered by this Agreement shall receive cost of living increases as follows:

2.0% as of January 1, 2017  
2.5% as of January 1, 2018  
2.0% as of January 1, 2019

13.2 Employees may be hired at steps 1 through 4 at the discretion of the Sheriff based upon the employee's experience.

13.3 All promotions shall be elevated to the appropriate pay scale the first of the month following that promotion.

13.4 When any new position not listed on the wage schedule is established, the County may designate a job classification and pay rate for the position. In the event the Association does not agree with the classification and/or pay rate, the County agrees to meet and negotiate this matter.

13.5 Proficiency. All employees shall maintain proficiency and/or certificates where appropriate as a condition of employment. Time spent in mandatory training constitutes work time.

13.6 Salaries and wages of employees shall be paid monthly. Overtime earned shall be paid as soon as practical within the pay period following the pay period in which it is submitted.

13.7 Step Increases: Each classification has been given an eight (8) step salary range with promotion within the steps as follows:

After completion of 1 year at Step 1, employee shall be elevated to Step 2.  
After completion of 1 year at Step 2, employee shall be elevated to Step 3.  
After completion of 1 year at Step 3, employee shall be elevated to Step 4  
After completion of 2 years at Step 4, employee shall be elevated to Step 5.  
After completion of 4 years at Step 5, employee shall be elevated to Step 6.  
After completion of 5 years at Step 6, employee shall be elevated to Step 7.  
After completion of 5 years at Step 7, employee shall be elevated to Step 8.

13.8 All employees working as an acting supervisor shall receive out of class pay for all hours worked, provided that a minimum of four (4) hours are worked in one day. The out of class pay is 1/2 the difference between the employee's regular salary and the out of class level (at the same step). Acting supervisors are not civil service positions.

13.9 Shift differential pay will apply to only regular monthly assigned shifts. An employee who is assigned to work one-half or more of the shift between 4:00 p.m. and midnight will receive a 1% increase. An employee who is assigned to work one-half or more of his or her shift between midnight and 8:00 a.m. will receive a 2% increase. This pay differential applies to the shift and not the employee.

13.10 Education Incentive: Employees that obtain a four (4) year college degree (bachelor of arts, bachelor of science or the equivalent) will be provided a 2% increase to gross pay.

13.11 IT Premium: Any employee(s) assigned by the Sheriff to the Information Technology ("IT") function shall receive an additional premium of 3% above their regular A091 classification. For purposes of this section any employee(s) shall be considered to be performing an IT function for the Sheriff's Office if they perform any of the following duties: (a) designated as the Spillman Administrator for the Sheriff's Office or assigned responsibility for maintaining and troubleshooting programmatic issues associated with the Spillman computer system; or (b) designated as the office IT specialist or assigned responsibility for servicing deputy laptops and officer computer terminals, installing air cards, maintaining the website(s), updating software, and serving as the IT Liaison with other County departments.

13.12 Supervisor Premium: The employee assigned by the Sheriff to the Administrative Supervisor position in Records shall receive an additional premium of 3% above the regular P010 classification.



## **ARTICLE 14 – WORKERS COMPENSATION**

14.1 The County provides worker's compensation as a self-insured employer in accordance with the Washington State Department of Labor and Industries (L&I). Any employee who is collecting L&I temporary disability benefits as a result of an on the job injury or illness shall receive sick leave benefits to supplement such L&I benefits in an amount sufficient to equal the employee's regular rate of pay during the period of temporary disability.

Once eligibility for payment to cover disability has been approved, the employee shall endorse his/her L&I time loss compensation check (employees may be eligible for a separate permanent partial disability ("PPD") award, or other remuneration, from L&I that shall not be remitted to the County) to reimburse the County for wages paid during the employee's absence and such endorsement shall cause reinstatement of a apportion of hours to the employee's sick leave accrual balance. Provided, however, that in no event shall an employee receive more in combined benefits than would have been received in base salary.

## **ARTICLE 15 - JURY DUTY**

15.1 Any necessary leave may be allowed by the Employer to permit an employee to serve as a member of a jury, or as a subpoenaed witness in a litigation or prosecution which does not result from the employee's own actions. The Employer will pay the difference between the court-awarded pay and the employee's regular pay for the leave so granted.

## **ARTICLE 16 - VOLUNTEERS**

16.1 Unless otherwise agreed, it is the Sheriff's policy that volunteers will be used to support, but not supplant regular Sheriff's office staff, in the performance of the mission of the Sheriff's office. It is further understood that volunteers may be used to support, but not supplant office staff at special events and on holidays.

## **ARTICLE 17 - CHELAN COUNTY SHERIFF'S OFFICE POLICY AND PROCEDURE MANUAL**

17.1 Changes to the policy and procedure manual will be bargained in accordance with RCW 41.56.

## **ARTICLE 18- SAVINGS CLAUSE**

18.1 Should any part or provision in this Agreement be declared invalid by reason of any existing or future legislation or by any lawful court decree, such invalidation shall not invalidate the remaining portions hereof.

## **ARTICLE 19 - NONDISCRIMINATION**

19.1 Neither the Employer nor the Association, in carrying out their obligations under this contract, shall discriminate in any manner whatsoever against any employee in the administration or application of the terms of this Agreement because of age, sex, marital status, sexual orientation, gender identity and expression, race, creed, color, national origin, honorably discharged veteran or military status, or the presence of any sensory, mental, or physical disability or the use of a trained dog guide or service animal by a person with a disability.

## **ARTICLE 20 - SUPPLEMENTAL AGREEMENT**

20.1 This Agreement may be amended, provided both parties concur. Supplemental agreements must be completed through negotiations between the parties which can occur at any time during the life of this Agreement, provided both parties concur. Notification of a desire to negotiate shall be in writing which must specify the section of this Agreement that the requesting party wishes to renegotiate. The negotiations are then limited to those specified sections of this Agreement. Supplemental agreements thus completed will be signed by the proper County and Association officials.

## **ARTICLE 21 - ENTIRE AGREEMENT**

21.1 The terms hereof cover the entire Agreement between the parties. There shall be no verbal or written agreement between the employer and the employees in violation of this Agreement. This Agreement contains all of the covenants, stipulations and provisions agreed upon and no representative of either party has authority to make, and none of the parties shall be bound by, any statement, representation or agreement reached prior to the signing of this Agreement and not set forth herein.

## **ARTICLE 22 - TERMINATION**

22.1 The general terms of this Agreement shall be effective January 1, 2017. This Agreement shall remain in full force and effect until the 31st day of December, 2019.

Approved this 3<sup>rd</sup> day of April, 2017.

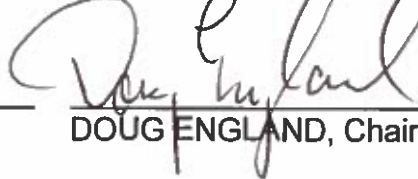
FOR THE ASSOCIATION:

  
\_\_\_\_\_  
JOSH MATHENA, President


  
\_\_\_\_\_  
Association Board Member

FOR CHELAN COUNTY:

  
\_\_\_\_\_  
BRIAN BURNETT, Sheriff

  
\_\_\_\_\_  
DOUG ENGLAND, Chairman

  
\_\_\_\_\_  
KEITH W. GOEHNER Commissioner

  
\_\_\_\_\_  
KEVIN OVERBAY, Commissioner



  
\_\_\_\_\_  
ATTEST: CARLYE BAITZ  
CLERK OF THE BOARD

## APPENDIX A

### EMPLOYEE BILL OF RIGHTS

#### A. General Procedures

1. It is agreed that the County has the right to discipline, demote and discharge employees for just cause.

2. In an effort to ensure that investigations by the Sheriff or his/her designee are conducted in a manner that is conducive to good order and discipline, the members of the Association shall be entitled to the protection of what shall hereafter be termed as the "Deputy Bill of Rights."

3. Whenever the employer decides to initiate an investigation that may lead to disciplinary action, the employer shall promptly provide the employee notice of the investigation. Such notice will include a description of the general nature of the complaint unless such notice would endanger the investigation.

4. The employee will be informed in writing not less than forty-eight (48) hours prior to conducting an investigatory interview, that the employee is a subject in an inquiry that may lead to disciplinary action. Further, the employee will be informed of the nature of the investigation and provided a summary of the factual allegation(s) sufficient to reasonably apprise the employee of the nature of the charge. Upon request, the employee shall be afforded the opportunity to consult with an Association representative. Up to two Association representatives (which shall include legal counsel for the Association) may be present at the interview and permitted to participate to the extent allowable by law. The interview may not be unduly delayed awaiting an unavailable Association representative when other Association representatives are available.

5. The employee under such investigation shall be informed of the name of the person in charge of the investigation and the name of questioners, and all other persons to be present during the questioning.

6. The questioning shall be conducted during the regular business hours of the Chelan County Sheriff's Office which is 8 a.m. to 5 p.m., unless the seriousness of the investigation requires otherwise. If such questioning occurs during off-duty time of the employee being questioned, the employee shall be compensated for such off-duty time in accordance with regular employer procedures.

7. Any questioning session shall be for a reasonable period, taking into consideration the gravity and complexity of the issue being investigated. Persons

being questioned shall be allowed to attend to their own personal physical necessities whenever reasonably possible.

8. The employee will be required to answer any questions involving non-criminal matters under investigation and will be afforded all rights and privileges to which she/he is entitled under the collective bargaining agreement, and Sheriff's Office rules and regulations. Prior to any questioning where the employee is the focus of an administrative investigation, the employee shall be advised of the following:

You are about to be questioned as part of an administrative investigation being conducted by the Chelan County Sheriff's Office. You are hereby ordered to answer the questions that are put to you that relate to your conduct and/or job performance, and to cooperate with this investigation. You are required to answer questions relating to the performance of your official duties or fitness for duties. Your failure to cooperate with this investigation can be the subject of disciplinary action in and of itself, including dismissal. The statements you make or evidence gained as a result of this required cooperation may be used for administrative purposes but will not be used or introduced into evidence in a criminal proceeding.

9. Employees and investigators shall not be subjected to any offensive language, nor shall investigators make promises or threats as an inducement to answer questions.

10. The employer shall not require employees subject to an ongoing discipline investigation to be subjected to visits by the press or news media, nor shall their home address be given to the press or news media without the employee's express consent.

11. The complete questioning of an employee may be recorded by the employer, the employee, and/or the employee's representative. If an audio recording is made of the questioning, upon request, the employee shall be given a copy of any audio recording in which they participated. Audio recordings will be made if the interviewee consents to such recording, in accordance with state law. As an operation of this agreement, all other participants to the interview will be deemed to have already consented to being recorded. There shall be no "off-the-record" questions.

12. It is the Employer's goal that all interviews and investigations be completed without unreasonable delay. In general, the employer shall provide the employee notice that it contemplates issuing disciplinary action within ninety (90) days after it receives the initial complaint about the employee's actions or inactions unless circumstances exist requiring the investigation to take longer. After ninety (90) days have elapsed from the receipt of the initial complaint, the Employer shall notify the employee and the Association of the following facts: (a) when the

employer anticipates completing the investigation; (b) a general description of the investigation's status. Subsequently, if the employer realizes that it will not complete the investigation within the time it has specified, the employer shall notify the employee and the Association of the information required herein.

13. Upon completion of the administrative investigation and the Employer's review of the case, the employee under investigation shall be informed in writing of the results, *i.e.*, whether the complaint was not accepted, exonerated, unfounded, not sustained, sustained or other misconduct found.

**B. When the investigation results in departmental charges being filed.**

After the investigation is completed and the findings are that the complaint has been sustained or other misconduct found, the employee will be furnished with a copy of the report(s) of the investigation that will contain all known material facts of the matter. The employee shall be advised of the investigation's findings and any future action to be taken on the incident.

**C. Personnel Records.**

1. The personnel file shall be considered the official record of an employee's service. Employees shall be allowed to review or be provided with a copy of all material in their personnel file, upon request, with reasonable copy costs charged to the requesting employee. The employer shall give the employee a copy of discipline-related documents or evaluations that will be placed into his or her personnel file. The employee has a right to attach statements in rebuttal or explanation to those documents. An employee may request to have a written reprimand removed from their file following one (1) year after the incident. Thereafter, the employee may request to have a written reprimand removed from their file following three (3) years after the incident, which shall not be unreasonably denied.

2. Employee personnel files will be maintained as confidential records to the full extent allowed by law. Access to the employee's personnel file will be limited to the employee, his/her representative with written authorization, officials of the County and Sheriff's Office, and other persons or agencies as may be allowed under state law.

3. The employer shall disclose information in personnel files in accordance with state law. Prior to disclosing personnel file documents (other than employment verification information) the Employer will give the affected bargaining unit member notification of the request. If the Employer believes that the document(s) is subject to disclosure, it will notify the employee. The affected bargaining unit member shall have ten (10) working days to provide the Employer any reason for not releasing the requested document(s) and/or to give the

employee an opportunity to prevent the release at the expense of the Association or the employee prior to releasing the requested documents. The employee may waive the notice requirement.

4. The Sheriffs' Office shall maintain the personnel file for each bargaining unit member. No secret personnel file will be kept on any bargaining unit member. This does not preclude a supervisor from maintaining notes on a bargaining unit member's job performance or a supervisory working file. For the purposes of this section a "supervisory working file" consists of material relevant to the preparation of the employee's performance evaluation and/or documentation of oral counseling sessions, commendations, training records, or other records related to an employee's performance.

**D. Discipline.**

1. Prior to making a final determination of disciplinary action, a meeting will be conducted between a representative of the Employer and the impacted employee. The Employer will notify the employee in writing of the contemplated discipline and provide the employee with a copy of the completed investigative report.

2. The employee will have a minimum of three (3) working days to review the case. This period may be extended if the employee has legitimate justification for an extension.

3. A conference meeting shall be conducted following the three (3) working day review period, unless an extension has been granted. The employee will be afforded the opportunity to present any mitigating evidence he/she deems pertinent; the employee may submit the information orally or in writing. The session may be audio-recorded by either party provided all participants the employee concur consents, in accordance with state law requirements. As an operation of this agreement, all other participants to the interview will be deemed to have already consented to being recorded. Upon request, the employee shall be given a copy of any audio-recording made by the employer. The employee may be represented at the conference by his/her Association representative(s), the total not to exceed two (2) people for the employee.

4. Following a consideration of any additional information provided by the impacted employee, the final determination will be made. The employee will be notified in writing of the final determination and provided with a copy of any additional documents generated through the due process meeting process.

**E. Me Too**

In the event the County and the Association enter into an agreement covering the Deputy Sheriff's bargaining unit that modifies the "Employee Bill of Rights" section, such modifications shall automatically be incorporated into, and applied, to this Agreement at the same time as it becomes effective for employees covered by the agreement involving the Deputy Sheriffs.