

2017 – 2019

**AGREEMENT BETWEEN
THE CHELAN COUNTY DEPUTY SHERIFF'S ASSOCIATION
AND CHELAN COUNTY
REGARDING COMMISSIONED DEPUTIES**

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 full time and regular part-time fully commissioned deputies 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 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 (31st) 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 (31st) 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.

3.5 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.

3.6 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 of 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 and contract enforcement. 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 a seven (7) day 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

Two (2) consecutive twelve (12) hour days worked, followed by two (2) consecutive days off, and three (3) consecutive twelve (12) hour days worked followed by two (2) consecutive days off and two (2) consecutive twelve (12) hour days worked, followed by three (3) consecutive days off, for a fourteen (14) 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 off for a fourteen (14) day work period.

Changes in schedules will be communicated to affected employees with as much advance notice as possible and changes will not be made arbitrarily, or in bad faith.

5.2 Overtime. The Sheriff may assign work to be performed in excess of the employee's regularly scheduled work shift. All work performed in excess of the employee's regularly scheduled hours of work 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 the employee's regularly scheduled hours of work. 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 one hundred twenty (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 10th, employees may request compensatory hours above the eighty (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 (1 ½) 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 as a deputy. 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 enters his/her vehicle and/or is enroute to the assigned detail. All call out hours worked on an observed holiday shall be compensated at two (2) times the regular rate (which consists of time and one half (1 ½) plus half (½) time holiday pay). Employees called out on observed holidays shall also accrue to their holiday leave bank all remaining and unworked hours based on their normal shift.

5.5 Off Duty Telephone Calls. Employees will be compensated at his/her request at their appropriate hourly rate for all work-related off-duty telephone calls lasting ten (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 shall be compensated, with a minimum one-half (1/2) hours of compensation, even if none of the calls are of ten (10) minutes duration.

5.6 Travel Time. Field deputies are not required to reside in the area of their assignment but instead are allowed to reside anywhere they choose. However, field deputies who choose to reside outside the area of their assignment must be within the assigned area at the beginning of their work shift, and time spent traveling to and from the area of assignment shall not be considered work time. Calls taken while the field deputy is traveling to the assigned area prior to the start of the work shift do not qualify as call outs pursuant to section 5.4. In such circumstances, the deputy will be paid for the actual time spent on the call (15 minute time units will be used), and such time is eligible to be considered when calculating overtime pay or compensatory time. Reasonable time spent traveling to and from the area of assignment shall be considered work time if the field deputy is involuntarily transferred to an area of assignment which excludes the deputy's residence.

Commissioned employees shall be compensated pursuant to this Article for travel time within Chelan County to and from mandatory training within Chelan County.

5.7 Court Time. Employees covered by the Agreement shall be credited with a minimum of four (4) hours' work at time and one half (1 ½) when required to appear in court as the arresting officer or as a witness on their day off or during off-duty hours. This applies to any scheduled court appearance unless the employee is advised by 7:00 p.m. the previous day that they are released from the subpoena. This does not apply to shift extensions (see section 5.10 below).

5.8 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 seventy-two (72) hours' notice shall be compensated at the overtime rate. The overtime for a schedule change made with less than seventy-two (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 seventy-two (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 seventy-two (72) hours' notice.

5.9 Kelly Time. Kelly time is considered compensatory time and will be accrued at the rate of eight (8) hours per month. The employee will be allowed to accrue a maximum of forty-eight (48) hours. After the maximum has been met, the employee will be paid for those hours over the maximum, at that employee's regular rate of pay. Employees will be encouraged to take the time off. This section applies only to employees working a twelve (12) hour shift.

5.10 Employees should not be scheduled to work more than sixteen (16) hours within a twenty-four (24) hour period, except for temporary assignments necessitated by emergencies, and they shall be guaranteed a minimum of eight (8) hours between shifts. An employee who is scheduled for less than eight (8) hours off between shifts in a nonemergency situation should notify the scheduling officer or their immediate supervisor so that scheduling adjustments can be made. An employee may request to work with less than eight (8) hours off between shifts, but for safety reasons such requests will normally be denied except in cases of temporary emergency assignments.

For purposes of this section, mandatory court time is considered part of an employee's daily shift. If the compensated four (4) hours court time overlaps with the end of an employee's regularly scheduled work shift, the employee shall finish out the court time and be paid at the rate of time and one half (1 ½) for all time worked beyond the end of their regularly scheduled shift with the minimum four (4) hours compensation. The employee shall not be scheduled for another shift for a minimum of eight (8) hours after the conclusion of the court time, except for temporary emergency assignments. If the compensated four (4) hour court time is required prior to commencement of the employee's regular shift and overlaps with that shift, the employee shall work their regularly scheduled shift following the court time and be paid at the rate of time and one half (1 ½) for all hours in excess of their regularly scheduled shift with the minimum four (4) hours compensation. The employee shall not be scheduled for another shift for a minimum of eight (8) hours after the conclusion of their regularly scheduled shift.

If court time is outside the employee's regularly scheduled work shift and less than eight (8) hours from either the beginning or the end of a shift, at the request of the employee, the employer shall make every reasonable effort to adjust the employee's schedule so that the employee has eight (8) hours off either before the start of their next shift or after the conclusion of their shift prior to the court time. Any time off from the employee's normal work schedule and necessary to meet the eight (8) off hour requirement, as specified above, shall be at the expense of the County and not come from the employee's personal leave bank. Court time outside the employee's regularly scheduled shift shall not be considered a separate shift for purposes of section 5.10's eight (8) hours off requirements.

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 regularly scheduled hour worked on the holiday (beginning at twelve (12) midnight of the holiday). Any hours worked on the holiday and in excess of the employee's regularly scheduled hours shall be compensated at two (2) times the employee's regular hourly rate (which consists of time and one half (1 1/2) plus half (1/2) time holiday pay). Additionally, the employee shall be provided equivalent holiday time off (based on their scheduled work hours and without any credit for overtime hours) on another day subject to the approval of the Sheriff or his/her designee.

6.4 When a holiday falls on a regular day off the employee shall be provided equivalent holiday time off on another day, subject to the approval of the Sheriff or his/her designee.

6.5 Holiday time may be accumulated, but at no time shall the accumulation of holiday time exceed one hundred sixty (160) hours. Only one hundred twenty (120) holiday hours may be carried forward into the next calendar year. Once a year, on or before December 10th, employees may request holiday hours above the one hundred twenty (120)-hour limit be bought down at the employees current rate of pay.

ARTICLE 7 - UNIFORMS, CLOTHING ALLOWANCE AND EQUIPMENT

7.1 All deputies shall be furnished initial basic uniforms and individual equipment as required by the Sheriff, and which are specified in Attachment "A". Replacement uniforms, uniform cleaning and equipment shall be paid for by the Employer. Uniform cleaning shall only be allowed at a local facility, approved by the Sheriff or his/her designee, except clothing designated as "do not dry clean" will not be dry cleaned. The Association

may participate in the selection of the facility. Replacements will be furnished through the Quartermaster Supply System or by individual purchases with prior approval or authorization which shall not be unreasonably denied.

7.1A Detectives and other non-uniformed deputies shall receive a six hundred dollar (\$600.00) annual clothing allowance. New hires will be given a prorated allowance in their first paycheck.

7.1B. The County will repair or replace boots and shoes as needed, and a request will not be unreasonably denied.

7.2 An officer shall, as authorized by the Sheriff, receive reasonable reimbursement for damaged teeth or dentures, clothing, uniform cleaning, broken glasses or damaged or stolen personal property when he/she becomes involved in an unusual incident or incidents while on duty and which are not caused by the employee's negligence.

7.3 Property, as required by the Sheriff and agreed to by the Board of Commissioners for the purpose of this section, will be replaced by the Employer if stolen. A current individual inventory of such property shall be on file with the Sheriff and Board of Commissioners prior to the loss. Reimbursement amounts shall be determined by the Sheriff and Board of Commissioners, subject to the grievance procedure.

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 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 vacation requests and 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 three hundred sixty-five (365) calendar days shall be required for all new employees based on the date of hire for lateral hires and based on date of graduation from the basic law enforcement academy for new hires. During this period, probationary employees may be terminated without notice at the sole discretion of the Sheriff.

8.3 Classification seniority shall be the determining factor in layoffs and recall from layoffs. Employees laid off by virtue of less seniority within the bargaining unit shall be allowed to revert to their prior position in a lower job classification when eligible, considering their total continuous length of service within the office.

8.4 Vacations shall be scheduled by office seniority up to February 1st 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 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.

8.9 Non rotating work shifts at detachment level shall be subject to annual selection by seniority of the deputies assigned to that detachment. For reasonable cause, assignments may be made without reference to seniority. For purposes of this subsection, assessments of reasonable cause shall include the deputy's total conduct, performance and contribution.

8.10 Applicants for specialty positions (off-road vehicle, forest service, warrants, specialty teams) and detachment openings shall be selected on the basis of qualifications and Classification seniority. For reasonable cause, assignments may be made without reference to seniority. Two detective positions will be maintained, on a rotating basis, as specialty assignments, with pay commensurate to the detective compensation as outlined in Appendix B during the period of the assignment. Any changes to the current department policy with respect to the selection or removal procedures of the rotating detective position shall be bargained by the parties.

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 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 **Medical Insurance Coverage.** The County will continue to pay the premium costs for current medical and dental plans for all employees and their dependants. The County will continue to pay the premium cost for all employees and dependants except that employees with one enrolled dependent shall contribute one hundred dollars (\$100.00) per month and those with two or more shall contribute two hundred dollars (\$200.00) per month. The County will not pay for double coverage when both spouses are employed at the County

Plan 1 will be eliminated effective 1/1/2018.

10.2 The County shall keep in force insurance covering all officers 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. \$50,000 Life insurance; and
- e. Negligent Investigation.

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

10.4 Beginning in 2018, the County will reimburse employees and enrolled dependents for prescription eyewear (lenses, frames and contacts) up to three hundred fifty dollars (\$350) per year combined total. An employee may carry over from year to year up to three hundred fifty dollars (\$350) for a maximum reimbursement of seven hundred dollars (\$700) in any one year.

10.5 **VEBA Account.**

1) Effective the first pay period in 2018, the County shall establish a VEBA account for all bargaining unit members. The County shall immediately contribute into each employee's VEBA account an amount, as described below, based on the employee's enrollment level for the 2018 plan year. Any employees hired in 2018 shall receive a pro-rated amount based on hire date and enrollment level.

- a. Employee Only Coverage: \$2,000;
- b. Employee plus One (1) Dependent Coverage: \$3,000; and
- c. Full Family Coverage: \$4,000.

2) Effective the first pay period in 2019, and each calendar year thereafter, the County shall make monthly contributions to employee VEBA accounts based on the following schedule:

- a. Employee only - \$100/month (\$1,200 annually); and
- b. Dependent coverage - \$200/month (\$2,400 annually).

10.6 Plan Conversion Reimbursement: It is the intent of the parties that the VEBA money detailed in Section 10.5 is designed to cover any additional out-of-pocket expenses experienced by employees as a consequence of moving from Plan 1 to Plan 2.

Beginning with the 2018 plan year, if an employee experiences out-of-pocket costs for covered medical expenses beyond what the employee has available and uses on covered medical expenses from their VEBA account, the County shall reimburse the employee for any difference between the maximum funds available to the employee from their VEBA account and any actual covered medical expenses incurred beyond such funds, up to the out-of-pocket maximums for the plan during a given calendar year.

Employees shall submit their claim to the Chelan County Human Resources Department for reimbursement by January 31 of the year following the year in which the expenses were incurred. Requests must be accompanied by an Explanation of Benefits for all claims incurred during the prior plan year, as well as any year-end benefit summary provided by the insurance carrier. Employees must submit sufficient documentation or information in order to verify that all claims and VEBA payments were for qualified medical expenses, which may include a limited waiver over medical confidentiality for the exclusive purpose of verifying eligibility for reimbursement. The County will take all reasonable precautions to keep the information confidential.

Employees must also submit a year-end balance statement for their VEBA account documenting any funds expended or available. The County shall evaluate any claims and offer any reimbursement based on any difference between the VEBA fund balance on January 1 of the year the expenses were incurred, plus all contributions to the VEBA account during that year, less covered medical expenses paid from that account, and documented covered medical expenses paid out-of-pocket for services beyond such available VEBA money. For example, if an employee's VEBA account documented that \$2,200 in VEBA money had been expended on covered medical expenses, and that exhausted the VEBA fund, but the employee experienced \$2,500 in out-of-pocket costs for covered medical expenses for an entire plan year, the employee would be reimbursed an additional \$300 by the County. If an employee's VEBA account documented VEBA money had been expended on expenses other than covered medical expenses, those expenses would not be considered as deductions from the VEBA account for purposes of determining the amount available to the employee in their VEBA account.

Any such difference will be reimbursed to the employee in a payment no later than 60 days following receipt of all needed documentation. Reimbursements shall be made consistent with IRS regulations.

For purposes of this section, "covered medical expenses" shall mean the medical expenses covered under the Plan 2 medical coverage.

The provisions of this paragraph 10.6 shall terminate upon ratification and execution of a successor to this 2017-2019 collective bargaining agreement, either by agreement or following an award through the dispute resolution process under RCW Chapter 41.56 and its accompany regulations.

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 (15th) of the month. Terminating employees earn eight (8) hours of annual leave their final employment month if they actually work through the fifteenth (15th) 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 two hundred forty (240) hours. An employee will be credited with unused leave; as of January 1st of the succeeding year his or her leave account shall be reduced to two hundred forty (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 half-hour units. Any part of a half-hour will be charged at a minimum of one-half hour. Only working hours are charged, and at the rate of one-half hour of leave for each one-half 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 (1/2) 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 (15th) of the month.

12.3 Sick 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.

12.4 Sick leave will be accumulated to a total of one thousand one hundred (1100) 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. If a reasonable basis for an exception exists, 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.

12.7 At the discretion of the Elected Official/Department Head, employees may donate regular vacation leave to another employee who, as a result of being on extended sick leave due to a serious illness or injury or medical complications related to pregnancy, is about to exhaust or has exhausted his/her accumulated sick leave. The donated leave shall be in hour long increments with a minimum donation of four (4) hours and the donated leave will be credited to the sick leave account of the employee to whom they are donated, provided the donor and the recipient are employed within the same fund.

12.8 WORKER'S COMPENSATION COVERAGE. 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 portion of hours to the employee's sick leave accrual balance. The remaining balance falls under the LEOFF II Disability Supplement; provided, however, that in no event shall a Deputy receive more in combined benefits than would have been received in base salary. LEOFF II Disability Supplement payments will be made pursuant to RCW 41.04.500, et al.

ARTICLE 13 – WAGES

13.1 Wages. Employees covered by this Agreement shall receive wages increases as follows:

January 1, 2017	2.0%
January 1, 2018	4.5%
January 1, 2019	3.0%

- 13.2 a. A field deputy, after completing one year of service and completing the Washington State Basic Law Enforcement Training course, shall be elevated to Step 2 on the wage classification scale.
- b. A field deputy, after one year of service in Step 2 of the wage classification scale and upon completion of a minimum of thirty (30) hours of additional law enforcement training approved by the Sheriff, shall be elevated to Step 3 of the wage classification scale.
- c. A field deputy, after one year of service in Step 3 of the wage classification scale and upon completion of the required first aid course and holding a current first aid card and current certification for breathalyzer operation, shall be elevated to Step 4 of the wage classification scale.

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 for firearms, first aid, breathalyzer operation, and physical force 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 Longevity. Employees shall receive longevity increases in accordance with the following schedule:

At the beginning of year six (6) (60 months) of continuous County service, less any authorized leave of absence without pay ... One (1) longevity step increase. (Step 5)

At the beginning of year ten (10) (108 months) of continuous County service, less any authorized leave of absence without pay ... One (1) additional longevity step increase. (Step 6)

At the beginning of year fifteen (15) (168 months) of continuous County service, less any authorized leave of absence without pay... One (1) additional longevity step increase. (Step 7)

At the beginning of year twenty (20) (228 months) of continuous County service, less any authorized leave of absence without pay... One (1) additional longevity step increase. (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 one-half (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 An employee with a regular schedule consisting of eight (8) or ten (10) hours whose regularly scheduled shift during each month that normally commences daily between 4:00 p.m. and 7:59 p.m. shall receive a one percent (1%) increase, to be added to their regular monthly pay for each month so assigned; An employee with a regular schedule consisting of eight (8) or ten (10) hours whose regularly scheduled shift during each month that normally commences daily between 8:00 p.m. and 6:00 a.m. shall receive a three percent (3%) increase, to be added to their regular monthly pay for each month so assigned. An employee with a regular schedule consisting of twelve (12) hours and who is assigned to the "night" shift shall receive a three percent (3%) increase, to be added to their regular monthly pay for each month so assigned. The "night" shift differential shall increase from three percent (3%) to four percent (4%) beginning July 1, 2019.

13.10 Fitness Pay. All Employees that meet or exceed the Criminal Justice Training Commission's Basic Law Enforcement Academy Fitness Ability Test will be compensated with one half (1/2) of one (1) percent of the employee's annual base wage as Fitness Pay, with a minimum payment of three hundred dollars (\$300). Maximum annual Fitness Pay is one (1) percent of annual pay, with a minimum of six hundred dollars (\$600). Unless the County determines there to be exigent circumstances, two fitness tests shall be given each year. The first test shall be given on the first Tuesday and Wednesday of April with a make-up day on the following Tuesday. The second Test shall be on the first Tuesday and Wednesday of September with a make-up day on the following Tuesday.

13.11 Education Incentive. Employees that obtain a four (4) year college degree (Bachelor of Arts, Bachelor of Science or the equivalent) will be provided a two percent (2%) increase to gross pay.

13.12 Field Training Officers. An employee assigned to work as a field training officer shall receive a five percent (5%) wage increase for all time worked as an FTO, while assigned to a specific trainee.

13.13 Bi-Lingual Incentive. Bi-lingual employees shall receive a two percent (2%) increase to gross pay. (Must successfully pass Spanish language skills assessment utilized by Civil Service.)

13.14 Columbia River Task Force Position. Task Force positions shall receive the same rate as comparable Detective pay; however, when the deputy leaves the Task Force,

the deputy shall no longer receive the Detective pay.

ARTICLE 14 - SPECIALTY TEAMS & PHYSICAL STANDARDS

14.1 Specialty teams consist of SWAT Team, Search and Rescue Team, Air Support Unit, Defensive Tactics, Dive/White Water Team and K9. SWAT Team members are allowed one (1) paid training day per month, the day to be specified by the Sheriff or his/her designee.

14.2 Members of specialty teams shall be tested for physical performance standards. The SWAT team shall be tested quarterly, and the other teams shall be tested semi-annually. Team members will have ninety (90) days to make standards after failure to meet the physical performance requirements. During this ninety (90)-day period the member will be listed on inactive status from the team. Failure to meet the requirements after ninety (90) days will result in the member's removal from the team. Injured team members who have an injury which is temporary in nature will be given the necessary time to recover.

14.3 Employees assigned to the following teams shall receive a two percent (2%) wage increase during each month they are assigned to active status on the team:

- SWAT Team
- Dive/White Water Team
- Search and Rescue Team
- Air Support Unit
- Defensive Tactics
- K9

Employees are limited to serving on two (2) teams and are further limited to only a two percent (2%) wage increase even if serving on more than one team.

14.4 SWAT Team Standard. The SWAT Team test shall be completed quarterly based upon the agreed upon criteria between the Sheriff or designee and the Association. Successful completion of this test shall also qualify Deputy for the physical fitness incentive premium for that period.

14.5 Defensive Tactics Instructor Standards. The Defensive Tactics Instructor test shall be completed bi-annually based upon agreed upon the agreed upon criteria between the Sheriff or designee and the Association.

14.6 Search and Rescue Team Standards. Team members shall successfully complete a test bi-annually based upon the agreed upon criteria between the Sheriff or designee and the Association. In addition:

- a) Team members assigned to the Search and Rescue Team will attend seventy (70) percent of the annual training sessions; this will be logged and

documented by a training sign in sheet to be completed by one of the Search and Rescue unit Supervisor's.

- b) Team members will be allowed emergency excused absences from training, which will not affect their 70 percent training mandate. This must be communicated to one of the Search and Rescue unit Supervisor's. Training sessions are scheduled in February of each year and team members should plan accordingly.
- c) If a team member does not meet the 70 percent mandate in a calendar year they will be put on a probationary status for one calendar year. If at any point during the probationary time period a team member has an unexcused absence they will be immediately removed from the Search and Rescue Team, and lose all rights associated with the Team.

14.7 Dive Team Standards. Team members shall successfully complete a test every one (1) year based upon the agreed upon criteria between the Sheriff or designee and the Association.

14.8 After failure to meet the applicable standards, all team members will have up to ninety (90) days to make up the test. During this ninety (90)-day period, the member will be listed on inactive status from the team. Failure to meet the requirements after the ninety (90) days have lapsed will result in the member's removal from the team.

14.9 The Criminal Justice Training Commission Basic Law Enforcement Academy Fitness Ability Test (for the purpose of receiving Fitness Pay outlined in Article 13.10) shall be given twice annually at the discretion of the Sheriff. The Sheriff or his designee shall administer the testing. Failure to meet the fitness Standards on the testing date will result in the employee being ineligible to receive the Fitness Pay for that period. Additional compensation and/or overtime will not be authorized for participation in the test. The Sheriff shall allow and schedule an additional "make-up" testing date within two (2) weeks of the original testing date.

ARTICLE 15 - EXPERIENCED PERSONNEL

15.1 Persons hired with full-time law enforcement experience from other departments, provided they have not been away from law enforcement two (2) years or more, and further provided they have completed Basic Law Enforcement Training, shall be given, for purposes of the pay scale only, credit for one-half (1/2) their years in service.

15.2 The credit for the years in service in the above section shall not apply to longevity pay or for other seniority purposes.

ARTICLE 16 - JURY DUTY

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 17- RESERVE DEPUTIES

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

ARTICLE 18 - K-9 DUTY

Deputies assigned to K-9 duty shall receive eight (8) hours of comp time per month in lieu of overtime spent in off-duty dog care activities. Compensatory time accrual for K-9 purposes shall not exceed eighty (80) hours, and any hours above the eighty (80) hour limit shall be bought down by the County at the employee's current rate of pay.

ARTICLE 19 - CHELAN COUNTY SHERIFF'S OFFICE POLICY AND PROCEDURE MANUAL

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

ARTICLE 20 - SAVINGS CLAUSE

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 21 - NONDISCRIMINATION

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 guide dog or service animal by a person with a disability.

ARTICLE 22 - SUPPLEMENTAL AGREEMENT

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 23 - ENTIRE AGREEMENT

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 24 - TERMINATION

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 30th day of October, 2017.

FOR THE ASSOCIATION:

Josh Mathena
Josh Mathena, President

Carlye Barty
Attest: Carlye Barty, Clerk of the Board

FOR CHELAN COUNTY:

Brian Burnett
Brian Burnett, Sheriff

Doug England
Doug England, Chairman

Keith W. Goehner
Keith W. Goehner, Commissioner

Kevin Overbay
Kevin Overbay, Commissioner



ATTACHMENT A

UNIFORM INITIAL ISSUE

All Field Deputies shall have the following articles of uniform apparel and equipment. All uniform items will be approved and ordered through the uniform Quarter Master system.

Items furnished by CCSO for initial issue:

1. Class A Uniform
 - 1 long sleeve uniform shirt
 - 1 short sleeve uniform shirt
 - 1 uniform pant
 - 1 black uniform necktie
 - Collar brass
 - 1 badge (large badge)
 - 2 name tags
 2. Bulletproof protective vest with extra cover
 3. Soft Uniform (one of each upon hire, two of each upon completion of the academy, FTO and/or probation)
 - 3* Short sleeve shirts (black polo)
 - 3* Long sleeve shirts (black polo)
 - 3 BDU pants (coyote, rip-stop)
 - 3 Under Armor heat gear or equivalent
- * A fourth shirt will be issued upon request for those wearing tactical/load bearing vests shirts may not be standard embroidered polo shirts; they may be otherwise designed to wear under the tactical vests.
4. 1 Nylon gun belt **OR** 1 black leather basket weave gun belt including 1 each of:
 - Inner and outer belt holster
 - Duty weapon G-21
 - Magazine holder
 - Magazines
 - Handcuff case (2 singles or 1 double)
 - Handcuffs and keys
 - Chemical spray holder
 - Chemical spray
 - Glove holder
 - Winter gloves

- Key keeper
 - ASP holder
 - ASP
 - Belt keepers
 - Mag light
 - Radio holder
5. Winter gear
- Rainwear, ¾ or full-length yellow
 - Long underwear (Under Armor cold gear or equivalent product)
 - Baseball hat or approved winter hat
 - Jumpsuit (Winter/heavy weight) (issues upon completion of academy, FTO and/or probation)
6. Gold service stripes, 3/8 x 1 1/4" on left sleeve beginning 1" above cuff, horizontal.
- Sergeant and Corporal stripes
 - Specialty pins
7. Academy Uniform as required by CJTC
8. 1 pair of Black Danner (Acadia, Stryker or Telson) or equivalent boots.
9. 1 pair of pre-approved lighter weight tactical, athletic trainer or Oxford style shoes (issued upon completion of academy, FTO and/or probation).

ATTACHMENT B
WAGE SCALE - OPEN

Deputy Wage Scale			
	1/1/2017	1/1/2018	1/1/2019
	2.00%	4.50%	3.00%
Step 1	\$ 4,557.79	\$ 4,762.89	\$ 4,905.78
Step 2	\$ 4,785.55	\$ 5,000.90	\$ 5,150.93
Step 3	\$ 5,025.08	\$ 5,251.21	\$ 5,408.75
Step 4	\$ 5,276.19	\$ 5,513.62	\$ 5,679.03
Step 5	\$ 5,540.01	\$ 5,789.31	\$ 5,962.99
Step 6	\$ 5,816.90	\$ 6,078.66	\$ 6,261.02
Step 7	\$ 6,107.37	\$ 6,382.20	\$ 6,573.67
Step 8	\$ 6,412.74	\$ 6,701.31	\$ 6,902.35

Detective Wage Scale			
	1/1/2017	1/1/2018	1/1/2019
	2.00%	4.50%	3.00%
Step 1	\$ 5,010.41	\$ 5,235.88	\$ 5,392.96
Step 2	\$ 5,258.88	\$ 5,495.52	\$ 5,660.39
Step 3	\$ 5,521.91	\$ 5,770.40	\$ 5,943.51
Step 4	\$ 5,798.15	\$ 6,059.07	\$ 6,240.84
Step 5	\$ 6,087.82	\$ 6,361.77	\$ 6,552.62
Step 6	\$ 6,392.30	\$ 6,679.95	\$ 6,880.35
Step 7	\$ 6,711.98	\$ 7,014.02	\$ 7,224.44
Step 8	\$ 7,047.58	\$ 7,364.72	\$ 7,585.66

APPENDIX C

DEPUTY 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 (2) 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 8:00 a.m. to 5:00 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. Use of Lethal Force

When an employee, whether on or off duty, uses lethal force the employee shall not be required to make a written or recorded statement for forty-eight (48) hours after the incident. The employee will be asked, however, to answer questions soliciting information pertaining to officer and/or public safety. Employees involved in the use of lethal force shall be allowed to consult with an Association representative or attorney prior to being required to provide a statement regarding that use of lethal force. The affected employee may waive the requirement to wait forty-eight (48) hours. Nothing in this section, however, shall be construed as authority for compelling an officer to prepare a response. Whether the officer is ordered to prepare a response will depend upon the circumstances of the particular situation, including whether the officer is the subject of a criminal investigation. If a deputy is required to surrender his/her duty weapon, the Sheriff's Office shall immediately supply a replacement weapon to the Deputy absent good cause.

D. 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. Any reprimand removed from an employee personnel file may be retained by the County in an appropriate archival or legal file. Once the reprimand is removed it will not be relied on for further disciplinary purposes.

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.

E. 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.

F. BRADY REPORTING

The Sheriff's Office has certain responsibilities to identify employees to the Chelan County prosecuting attorney based on *Brady v. Maryland*, 373 U.S. 83 (1963) and its progeny. If such identification takes place in the absence of an investigation during which the employee is given notice and an opportunity to be heard, or in the absence of findings,

or prior to completion of such investigation, or if the Sheriff's Office determines the charge is unfounded or the employee is exonerated, the Sheriff's Office shall not use evidence of the Brady identification to the prosecuting attorney in any disciplinary proceedings involving that employee. Furthermore, in such circumstances the Sheriff's Office shall not use the identification as a basis for denial of promotion. This section shall not apply if an investigating body, following an investigation in which the employee is provided with notice and an opportunity to be heard, makes findings that an employee committed conduct that would warrant identification to the prosecuting attorney under the requirements of Brady.