COLLECTIVE BARGAINING AGREEMENT

By and Between

CHELAN COUNTY COMMISSIONERS

And the

CHELAN COUNTY SHERIFF

TEAMSTERS LOCAL NO. 760

Representing the

SPECIALLY COMMISSIONED AND NON-COMMISSIONED EMPLOYEES OF THE CHELAN COUNTY SHERIFFS OFFICE

January 1, 2025 – December 31, 2027

ORIGINAL

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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 Union, hereinafter referred to as the Union, 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 Teamsters Local 760 Union as the sole bargaining agent for wages, hours and working conditions for all specially commissioned, 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 Union.

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 Union 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 The Union does not surrender any right to Management based on any claimed or assumed management right nor does the Union waive any right to require the County to bargain over any mandatory subject of bargaining or waive any other right granted or permitted under RCW 41.56

ARTICLE 3 - DUES DEDUCTION

3.1 Union Membership. Employees covered by this Agreement may, following the beginning of such employment join the Union.

3.2 The Union agrees to represent all employees within the bargaining unit without regard to Union membership. The Union shall provide the Employer with thirty (30) calendar days' notice of any change in the dues structure and/or the initiation fee structure.

3.3 The County shall provide the Union, within 21 business days of hiring a new employee, the information required by RCW 41.56.035 in an agreed upon digital file format. The County will also provide an updated record in an agreed upon digital format every 120 days to the Union as required.

3.4 The County shall provide the Union access to new employees of the bargaining unit per the laws of the State of Washington.

3.5 Upon written authorization from an employee within the bargaining unit the Employer shall deduct from the wages of that employee the sum certified as the assessment and monthly dues of the Union and shall forward such sums to the Union along with an alphabetized list showing the names and amounts deducted from each employee. Such deduction may be made only if the accrued earnings of the employee are sufficient to cover said deduction after all other authorized payroll deductions, either required or order by law, for the employee have been made. Should an employee not have monies due them or the amount of such monies is not sufficient to satisfy the assessments, no deduction shall be made for that month for that employee.

3.6 Dues cancellation. An employee may cancel payroll deduction for dues by written notice to the Employer and the Union. The cancellation will become effective on the second payroll after receipt of the notice.

3.7 The Union shall indemnify, defend and hold the Employer, its officials, representatives and agents harmless from and against any claims, lawsuits and actions made or instituted against the Employer, its officials, representatives or agents for good faith efforts to comply with this article,

including any lawsuits or actions naming the Employer, its officials, representatives or agents as a party, resulting from any "check-off" of dues for the Union. The Union shall refund to the Employer any amounts paid to it in error on account of the "check-off" provision upon presentation of proper evidence thereof.

ARTICLE 4 – UNION ACTIVITIES

4.1 The Union shall be permitted to post notices regarding Union 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 Union.

4.2 The Union 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 Union may access the workplace to investigate potential violations of this agreement, grievances, working conditions and to meet with members provided that the business representative does not interfere with the work being conducted by the employees. The authorized representatives shall be subject to the general rules of the employer pertaining to accessible areas, which shall include all state and federal rules and/or regulations that limit access to specific employees or individuals.

4.4 It is further understood that on-duty time may be used, by mutual agreement, for bargaining. The County shall allow up to three (3) Union officers/members 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;

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

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

3. 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.

4. 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 6:00 PM (BHU Employee hours shall be defined in the attached Appendix). Employee shall be assigned a regular starting and ending time as per the normal workday.

5.2 Lunch Break. 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.

5.3 Work Schedules. 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.

5.4 Paid Lunch Break. 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.

5.5 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.

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

5.6 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 10th, employees may request compensatory hours above the 80-hour limit be bought down at the employee's current rate of pay.

5.7 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.

5.8 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.

5.9 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.

5.10 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, 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).

5.11 Cancelled Overtime. 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:

(2) Floating Holidays ..... 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
Juneteenth ..... June 19th
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.

6.4 Should any additional perpetual federal holiday be declared, that holiday will be added to the above schedule.

ARTICLE 7 - UNIFORMS, CLOTHING ALLOWANCE AND EQUIPMENT

7.1 Non-Commissioned/Non-Uniformed 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.

1. Non-Commissioned personnel are required to meet the standards of dress as set by the Sheriff at the time of this agreement. Changes shall be negotiated by the parties, if they result in a cost to the employee

7.2 Code Enforcement, Behavior Health and Emergency Management employees will receive uniforms provided by the Sheriff's Office through an initial issue and then through the Quarter Master system to replace items as needed.

1. Initial issue of uniforms will be outlined in the attached Appendix's and incorporated as part of this agreement.

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. Employees promoted to a higher classification or appointed to a position within the Sheriff's Office shall continue to accrue classification seniority.

A. Classifications shall be defined by divisions within the Sheriff's Office and shall include: Records, Emergency Management, Code Enforcement, Behavior Health Unit.

8.2 "Office Seniority" may be used for all other purposes. Office Seniority will be used when all other factors are substantially equal. 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.

8.3 Probationary period. A probationary period of 365 calendar days shall be required for all new non-commissioned and specially commissioned employees from the date of hire. During this period, probationary employees may be terminated without notice at the sole discretion of the Sheriff.

1. Internal transfers and promotions: For internal transfers who have successfully completed their original probationary period, a new transfer probationary period may be utilized by the County that shall

not exceed six (6) months in the new position. For persons that are promoted within the bargaining unit, a promotional probationary period shall be 365 calendar days. The County may return either internal transfers or employees that are promoted within the bargaining unit to their original position within the specified probationary period without Just Cause and at their discretion.

8.4 For non-commissioned and specially commissioned employees, classification shall be used first to determine layoffs by specific classification. If the employer determines a lay off is necessary, then office seniority shall be the determining factor in layoffs and recall from layoffs within a classification. Employees laid off by virtue of less seniority within the classification shall be allowed to revert to their prior position in a different classification when eligible, considering their total continuous length of service within the office.

8.5 Vacations shall be scheduled by classification 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 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.

8.6 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.

8.7 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.

8.8 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.

8.9 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 Union shall be the exclusive representative of the employee(s). Prior to the submission of the grievance to Step 2, the Union or employee shall elect either the grievance procedure or the Chelan County Civil Service Commission as the remedy of choice. Once decided, the Union 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 Union, 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 Union or the employee shall notify either the Sheriff, the Undersheriff, or the Sheriff's designee by electronic mail or personal service. The County shall notify the Secretary Treasurer of the Union. 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 Secretary-Treasurer of the Union, 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 Union. The right to proceed to arbitration pursuant to Step 3 does not apply to such individual grievances.

Step 3: If the grievance is not settled in Step 2, a demand for arbitration will be submitted by either the Commission, the Sheriff, or the Union within fourteen (14) calendar days of receipt of the Step 2 decision or the Step 1 decision if Step 2 is not utilized.

1. Upon demand for arbitration, both parties shall immediately petition the Washington State Public Employment Relations Commission (PERC), 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.

2. 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.

3. 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.

4. 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).

5. Charges submitted by the arbitrator shall be equally borne by the County and the Union.

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 Union, 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 Union has the right to have a representative present at any initial meeting called for the resolution of such grievance.

ARTICLE 10 – INSURANCE

10.1 For all employees, other than Code Enforcement Officers, the employer will pay the premium costs at the employee rate for either Plan 2 or Plan 3 or Plan 4 whichever Plan the employee is enrolled. The Employee may cover dependents under the same plan to which they are enrolled. The Employee is responsible for 100% of their dependents' premiums.

An Employee choosing Plans 3 or 4 may apply the difference between the expense of Plan 2 and their chosen Plan to the cost of their dependent coverage.

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.

10.2 Code Enforcement Only: Employees may have a choice of the medical plans: either Plan 3 or Plan 4, and the dental plan offered by the County. These

employees may not elect to cover a spouse that is already covered under a County provided medical plan. The County shall contribute up to $1,450.00 per month for medical premium for full family coverage. The full family coverage includes 100% of the employee premium. The County shall pay 100% of the premium for the employee's dental insurance. Dental insurance may be provided to dependents at the employee's expense.

1. The County shall provide a VEBA plan contribution in the amount of:

   A. $200.00 per month for Code Enforcement employee who have insurance for the employee only.

   B. $100.00 per month for Code Enforcement employee who have insurance for the employee and spouse only.

   C. $100.00 per month for Code Enforcement employee who have insurance for the employee and child(ren) only.

2. Effective January 1, 2027, the maximum contribution for full family coverage shall be increased to $1,500.00 per month.

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

1. False arrest, detention or imprisonment;

2. Malicious prosecution, libel, slander, defamation;

3. Violation of right of privacy, wrongful entry or eviction or other invasion of right of privacy;

4. The Employer shall provide life insurance with coverage of $50,000.

5. Negligent Investigation.

10.4 All employees who qualify for retirement coverage under the Washington State Department of Retirement System shall be covered under that system.

10.5 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.

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, unless approved by the Sheriff. 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 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 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 accrue annual leave based on their total time of employment with Chelan County.

Length of Service	Monthly Leave Accrual	Total
1 year	8	96
2 years	9	108
3 years	9.5	114
5 years	11	132
10 years	12	144
15 years	14	168
20 years	15.5	186

25 years	16	192

1. Annual leave accrual will be credited monthly to each employee.

2. Employees hired from outside of Chelan County may be credited with prior service at the option of the employer. If credited with prior experience and/or service, that time of service shall continue to be utilized while employed with Chelan County towards their total number of years of service for the purposes of vacation accrual.

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 a prorated amount based on the number of regularly scheduled hours. Temporary employees earn sick leave at a rate of one (1) hour for every forty (40) hours of work.

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 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 As of December 31st of each year any sick leave accumulated over nine hundred and sixty (960) hours will be converted into the employees Voluntary Employee Benefit Account ("VEBA") account.

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 For a 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.

ARTICLE 13 - WAGES

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

January 1, 2025	3.25% Wage Increase
January 1, 2026	3.25% Wage Increase
January 1, 2027	3.25% Wage Increase

13.2 Longevity. Employees shall receive longevity increases in accordance with the schedule attached in Appendix A, effective January 1, 2023 and is incorporated by reference.

13.3 Employees may be hired at steps 1 through 5 at the discretion of the Sheriff based upon the employee's experience.

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

13.5 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 Union does not agree with the classification and/or pay rate, the County agrees to meet and negotiate this matter.

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

13.7 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.

13.8 Step Increases and Longevity. The pay steps and longevity scales are outlined in Appendix A, which is incorporated by reference.

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

1. Step progression shall be based on the employees' time completed in each step. All steps require the completion of 12 or 24 calendar months, regardless of the step placement upon hire or total time in service.

13.9 Out of Class Pay: 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.

13.10 Education Incentive: (Excluding BHU Employees) 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 gross pay. 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. This is bargaining unit work and may be performed by non-bargaining unit members, provided that at least one bargaining unit member is designated for the IT premium pay prior to non-bargaining unit employees of the Sheriff's Office are designated at the Spillman Administrator.

13.12 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.)

13.13 Employees of Chelan County, moving from one department to another shall be credited with their total time of service with Chelan County for any new position within this bargaining unit. The time credited shall not include any

seniority rights within the bargaining unit, unless the time was previously served within this bargaining unit.

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.

14.2 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 Union, 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 Union officials.

ARTICLE 21 – RETIREMENT

21.1 The County shall pay into the appropriate Washington State Department of Retirement Program for all eligible employees.

ARTICLE 22 – MISCELLANEOUS

22.1 Definition of an Emergency. Emergency shall mean an event or set of circumstances occur 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, or to preserve public and employee safety

ARTICLE 23 - ENTIRE AGREEMENT

23.1 This Agreement incorporates the Chelan County Deputy Sheriffs Bill of Rights and any approved amendments to the Bill of Rights. 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

24.1 The general terms of this Agreement shall be effective January 1, 2025. This Agreement shall remain in full force and effect until the 31st day of December, 2027.

Approved this 6th day of January 2025.

FOR THE UNION:

Richard A. Salinas
Secretary Treasurer 12.19.24

FOR CHELAN COUNTY:

Mike Morrison
Sheriff

Kevin Overbay, Commissioner

Shon Smith, Chairman

Brad Hawkins, Commissioner

CHELAN COUNTY Commissioners SEAL STATE OF WASHINGTON

ATTEST: Anabel Torres,
Clerk of the Board

ORIGINAL

Appendix A

Salary and Wages

1A.1 Wage Scale – Records, Emergency Management I and Civil

	1-Jan-24	1-Jan-25	1-Jan-26	1-Jan-27
		3.25%	3.25%	3.25%
Step 1	4,004.00	$ 4,134.13	$ 4,268.49	$ 4,407.22
Step 2	4,204.20	$ 4,340.84	$ 4,481.91	$ 4,627.58
Step 3	4,414.42	$ 4,557.89	$ 4,706.02	$ 4,858.97
Step 4	4,635.13	$ 4,785.77	$ 4,941.31	$ 5,101.90
Step 5	4,866.89	$ 5,025.06	$ 5,188.38	$ 5,357.00
Step 6	5,110.23	$ 5,276.31	$ 5,447.79	$ 5,624.85
Step 7	5,365.74	$ 5,540.13	$ 5,720.18	$ 5,906.09
Step 8	5,634.03	$ 5,817.14	$ 6,006.19	$ 6,201.39

A. The Evidence Tech position shall receive an additional 3% base wage increase.

B. The Records Supervisor shall receive an additional 4% base wage increase.

C. Civil Deputy shall receive an additional 2% base wage increase.

1A.2 Wage Scale – EM Specialist II

	1-Jan-24	1-Jan-25	1-Jan-26	1-Jan-27
		3.25%	3.25%	3.25%
Step 1	5,696.71	$ 5,881.85	$ 6,073.01	$ 6,270.39
Step 2	5,981.39	$ 6,175.79	$ 6,376.50	$ 6,583.73
Step 3	6,280.79	$ 6,484.92	$ 6,695.68	$ 6,913.28
Step 4	6,594.65	$ 6,808.98	$ 7,030.27	$ 7,258.75
Step 5	6,924.40	$ 7,149.44	$ 7,381.80	$ 7,621.71
Step 6	7,270.46	$ 7,506.75	$ 7,750.72	$ 8,002.62
Step 7	7,633.53	$ 7,881.62	$ 8,137.77	$ 8,402.25
Step 8	8,015.20	$ 8,275.69	$ 8,544.65	$ 8,822.36

1A.3 Wage Scale – Code Enforcement

	1-Jan-24	1-Jan-25	1-Jan-26	1-Jan-27
		3.25%	3.25%	3.25%
Step 2	5,519.50	$ 5,698.88	$ 5,884.10	$ 6,075.33
Step 3	5,795.47	$ 5,983.82	$ 6,178.30	$ 6,379.09
Step 4	6,085.24	$ 6,283.01	$ 6,487.21	$ 6,698.04
Step 5	6,389.51	$ 6,597.17	$ 6,811.58	$ 7,032.95
Step 6	6,708.99	$ 6,927.03	$ 7,152.16	$ 7,384.61
Step 7	7,044.44	$ 7,273.38	$ 7,509.77	$ 7,753.84
Step 8	7,396.66	$ 7,637.05	$ 7,885.26	$ 8,141.53

1A.4 Wage Scale – Behavior Health Unit

	1-Jan-24	1-Jan-25	1-Jan-26	1-Jan-27
		3.25%	3.25%	3.25%
Step 2	4,786.07	$ 4,941.62	$ 5,102.22	$ 5,268.04
Step 3	5,013.93	$ 5,176.88	$ 5,345.13	$ 5,518.85
Step 4	5,253.19	$ 5,423.92	$ 5,600.20	$ 5,782.20
Step 5	5,504.41	$ 5,683.30	$ 5,868.01	$ 6,058.72
Step 6	5,768.19	$ 5,955.66	$ 6,149.22	$ 6,349.06
Step 7	6,045.15	$ 6,241.62	$ 6,444.47	$ 6,653.92
Step 8	6,335.97	$ 6,541.89	$ 6,754.50	$ 6,974.02

A. BHU unit employee assigned to a therapy support K9 shall receive an additional 2% of base pay per month.

1A.5 Employees hired prior to ratification of this agreement, who were credited with previous experience and placed on the previous pay scale, shall retain the service credit give at the initial hiring date and placed on the above scale by combining the original service credit and time served with Chelan County.

1A.6 Longevity Starting January 1, 2023: Longevity Bonus Pay is to be paid on the employees' anniversary date at the following intervals:

Longevity	10 yrs	15 yrs	20 yrs	25 yrs	30 yrs	35 yrs	40 yrs
	$1,000	$,1500	$2,000	$2,500	$3,000	$3,500	$4,000

A. Chelan County recognizes the long-term employees of the bargaining unit and agrees to make retroactive payments to employees of the bargaining unit that have served more than 25 years with Chelan County upon

ratification and signature by both parties. It is agreed by both the Union and the County that this is a one-time provision that will not be carried into subsequent or future contracts. The one-time payments will be made to the employees for only their last longevity anniversary payment.

Appendix B

Specially Commissioned (Code Enforcement) Officers

2B.1 Job Description(s). The job description(s) for those employees providing Code Enforcement duties is incorporated into this agreement by reference and attached. The training requirements shall be established by the Sheriff's Office.

2B.2 Hiring Authority/Civil Service. The Sheriff shall hire all code enforcement personnel according to Civil Service or other hiring requirements. All code enforcement positions shall be subject to the Civil Service statutes and regulations.

2B.3 In the event of the employee being killed in the line of duty, the County shall provide at the County's expense four (4) months of continued medical insurance coverage for the employee's spouse and/or dependents covered under the County's medical plan.

2B.4 Uniforms and Equipment: Code Enforcement Deputy shall receive uniforms provided by the Sheriff's Office. The issued uniforms shall be the same as those provided for in the commissioned deputy CBA for all commissioned deputies.

A. The County shall not be required to provide Class A uniforms for Code Enforcement personnel.

B. Any changes in the Commissioned Deputies CBA for Uniforms will be incorporated into this Agreement.

2B.5 Take Home Vehicles: The assignment of take-home vehicles shall be the same as provided to the Commissioned Deputies of the Chelan County Sheriff's Office and regulated by the terms and conditions of their Collective Bargaining Agreement. Any changes in their Agreement for take home vehicles will be incorporated into this Agreement.

2B.6 Experienced Hiring: Experienced new hires may receive credit for their service time and experience as employees of law enforcement agencies. Lateral hire employees shall be placed on the wage scale in appendix A at the discretion of the employer. Once placed on the wage scale, the lateral hire employee shall advance to the next step after completion of the number of months required at that step for all employees, including the time credited upon initial hire. Time credited for the purpose of pay shall count towards time served when computing longevity.

A. The employer may credit the employee with credit for their service as an employee of a law enforcement agency for the purpose of annual leave accrual. Once placed on the annual leave accrual scale, the lateral hire employee shall advance to the next step after completion of the number of months/years required at that step for all employees, including the time credited upon initial hire.

B. The employer may credit lateral hire employees with a one-time deposit of annual leave equal to 12 hours per year of credited service, up to a maximum of 72 hours.

C. The employer may credit lateral hire employees with a one-time deposit of sick leave equal to 8 hours per year of credited service, up to a maximum of 48 hours.

D. Any service time credit shall be for the purpose of computing pay and leave accrual rates only. Service time credit shall have no effect on classification, office or other seniority rights.

Appendix C

Behavioral Health Unit (BHU)

3C.1 Hiring and Selection. BHU employees are exempt from Chelan County Civil Service. Hiring of BHU employees shall be set by Chelan County policy.

3C.2 Job Description(s). The job description(s) for those employees providing Behavior Health Unit duty's is incorporated into this agreement by reference and attached. The training requirements shall be established by the Sheriff's Office.

3C.3 Reporting and Supervision. Behavior Health Unit employees shall report to a designated Supervisor in the Sherriff's Office for daily supervision, and through a division assigned by the Sheriff. Supervision, training, and evaluation will be the responsibility of the Sheriff's Office.

3C.4 Uniforms and Equipment. Each BHU employee shall be issued upon employment the following items:

3 pairs of pants	3 shirts
1 ballistic vest and carrier	1 light or rain style jacket
1 winter coat	1 sweatshirt
1 pair of footwear	1 winter hat

A. Items will be replaced as needed using the quartermaster system.

B. This list of items is considered a minimum list, which may be exceeded as needed at the discretion of the Sheriff.

3C.5 Scheduling. Scheduling for BHU employees shall be at the discretion of the Sheriff. Article 5.1 (4) regarding the hours of work shall not apply to the BHU employees.

3C.6 Shift Differential. BHU employees who work a shift starting between 1600 hours and 2000 hours shall receive a shift differential of 1%. BHU employees who work a shift starting between 2000 hours and 0200 hours shall receive a shift differential of 2%.

3C.7 Education Incentive. BHU employees who possess a master's degree in Sociology, Psychology, Behavior Health, or other appliable field, as determined by the employer, shall receive a 2% education incentive.

Appendix D

Emergency Management (EM) Employees

4D.1 Uniforms and Equipment. Each EM employee shall be issued upon employment the following items:

3 pairs of pants
3 shirts
1 light or rain style jacket
1 sweatshirt
1 winter hat

A. The EMII position shall be provided with 1 pair of footwear based on their job duties and requirements to work outside the Sheriff's Office facility.

B. Items will be replaced as needed using the quartermaster system.

C. This list of items is considered a minimum list, which may be exceeded as needed at the discretion of the Sheriff.

Appendix E

EMPLOYEE BILL OF RIGHTS

5E.1 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 Union 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 a Union representative. Up to two (2) Union representatives (which shall include legal counsel for the Union) 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 Union representative when other Union 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:

   A. 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 Union 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 Union 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.

5E.2 <u>When the investigation results in departmental charges being filed</u>

1. 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.

5E.3 <u>Use of Lethal Force</u>

1. 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 a Union 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.

5E.4 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 Union 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.

5E.5 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 concurs 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 Union 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.

5E.6 BRADY REPORTING

1. 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.

5E.7 Commissioned Deputy Agreement – "Me Too Clause".

1. In the event the County and the Union 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.