

**JEFFERSON COUNTY
BOARD OF COUNTY COMMISSIONERS**

AGENDA REQUEST

**TO: Board of County Commissioners
Philip Morley, County Administrator**

FROM: Erin Lundgren, Clerk of the Board

DATE: October 7, 2013

SUBJECT: AGREEMENT and SUBSCRIPTION AGREEMENT re: Collective Bargaining Agreement and Trust Participation for the Jefferson County Sheriff's Office Administrative Staff; Teamsters Local #59 and Washington Teamsters Welfare Trust

STATEMENT OF ISSUE:

The Collective Bargaining Agreement with Teamsters Local #589 covering the Jefferson County Sheriff's Office administrative staff expired December 31, 2010. Since that time, periodic negotiations have been conducted with the Teamsters Union representative and shop stewards and a proposed agreement has been ratified by the represented employees. In addition to the Collective Bargaining Agreement, a subscription agreement is included for employees to participate in the Washington Teamsters Welfare Trust in order to receive health care benefits.

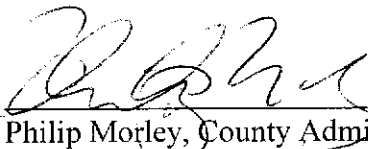
FISCAL IMPACT:


A new wage table is included in the agreement which increases the number of steps from 9 to 11 and reduces the increase between steps from 5% to 2.5% which is more in line with the Collective Bargaining Agreements of other units.

RECOMMENDATION:

Approve and sign the Collective Bargaining agreement and the subscription agreement.

REVIEWED BY:


Philip Morley, County Administrator


Date

AGREEMENT

by and between

JEFFERSON COUNTY

and

TEAMSTERS LOCAL 589

Covering

Administrative Staff

For the period from Adoption through December 2014



September 19, 2013

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AGREEMENT
by and between
JEFFERSON COUNTY SHERIFF'S OFFICE
ADMINISTRATIVE STAFF
and
TEAMSTERS LOCAL UNION NO. 589
OF THE INTERNATIONAL BROTHERHOOD OF TEAMSTERS

Date of Adoption through December 31, 2014

This document constitutes an agreement between the Sheriff's Office of JEFFERSON COUNTY, a political subdivision of the State of Washington and TEAMSTERS LOCAL #589, Port Angeles, Washington.

ARTICLE 1 – RECOGNITION

- 1.1 The County recognizes the Union as the designated exclusive representative for all bargaining unit employees described in Appendix A Wages of this Addendum to the Jefferson County and excluding all other employees.

ARTICLE 2- UNION SECURITY

- 2.1 It shall be a condition of employment that all Employees of the Employer covered by this agreement who are members in good standing of the Union on the effective date of this agreement shall remain members in good standing and those who are not members on the effective date of this agreement shall on the 31st day following the effective date of this agreement become and remain members in good standing in the Union. It shall also be a condition of employment that all Employees covered by this agreement hired on or after its effective date shall on the 31st day following the beginning of such employment become and remain members in good standing in the Union. PROVIDED THAT, if a public Employee is a member of a church or religious body whose bona fide religious tenets or teachings forbid said public Employee to be a member of a labor union such public Employee shall pay an amount of money equivalent to the regular union dues and initiation fee of the Union to a non-religious charity or to another charitable organization mutually agreed upon by the Employer and the Union. The Employer shall furnish written proof to the Union that such payment has been made. If the Employer and the Union do not reach an agreement on the choice of the non-religious charity to which the union dues and initiation fee are to be paid, the Washington State Department of Labor and Industries shall designate the charitable organization.

ARTICLE 3 - UNION MANAGEMENT RELATIONS

- 3.1 All collective bargaining with respect to wages, hours, and working conditions of employment, shall be conducted by authorized representatives of the Union and authorized representatives of the Employer.

- 3.2 Agreements reached between the parties of this agreement shall become effective only when signed by designated representatives of the Union and the Employer. It is understood and agreed that the County possesses the sole right to operate the Sheriff's Office in order to properly carry out the functions of county government and that all management rights rest with the County except as may be specifically restricted by this document.
- 3.3 All conditions of employment provided by County Policy not superseded by this Agreement with its past practices shall apply to unit employees.
- 3.4 The Parties recognize the inherent Rights of Management to manage the affairs of the Employer; however in the exercise of such Management Rights, the administration of discipline after trial period is satisfactorily completed shall only be for just cause.

ARTICLE 4 - NON-DISCRIMINATION

- 4.1 The parties agree that there will be no discrimination against any employee because of their race, sex, age, religion, color or ancestry, in the administration or application of the terms of this agreement. Claimed violations of this sub-Article 4.1 shall not be subject to Article 13, Grievance Procedure, but must be resolved / adjudicated in other appropriate forums.
- 4.2 No employee covered by this agreement shall be discriminated against because of membership in the Union or lack thereof, or activities on behalf of the Union; provided, however, that such activity shall not be conducted during working hours or be allowed in any way to interfere with the Employer's operations.

ARTICLE 5 - UNION AND EMPLOYEE'S RIGHTS

- 5.1 The Employer and employees mutually agree to treat each other with respect and in a professional manner complying with Jefferson County policies and procedures.
- 5.2 An Employee acting within the limits of the authority established by the Employer, who is injured during the performance of assigned duties, shall report all injuries within that shift to the appointing authority.
- 5.3 Duly authorized representatives of the Union shall be permitted access to the properties of the Employer at reasonable times for the purpose of observing working conditions and transacting Union business; provided, however, that the Union Representative first secures approval from a designated Employer Representative and that no interference with the work of Employees or the proper operation of the Employer shall result.
- 5.4 The Employer agrees to provide bulletin board space for posting of official Union notices which shall be signed by a responsible agent of the Union.
- 5.5 The Union shall be permitted to establish shop stewards. The duties of the shop steward shall be to give the Union notice of new Employees hired and to receive complaints and if not resolved as provided in Section 13.6 will be communicated to the Business Agent

of the Union, who in turn will take the matter up with the Employer. The discussion of Union business and the investigation of grievances shall take place during the Employee's free time or before or after shift. In the event the investigation of grievances is not possible during the Employees free time before or after shift the Shop Steward shall be allowed a reasonable amount of time during working hours to perform such function, provided that the steward has supervisor approval. Shop Stewards shall not interfere with the management of the County or direct the work of any Employee. Employees have the right to seek the assistance of their Union according to RCW 41.56

5.6 The Shop Steward may sign up new Employees.

ARTICLE 6 - PERSONNEL RECORDS

6.1 All personnel records in the County's control are confidential to the extent provided by law. The parties hereto recognize that effective management requires the maintenance of records regarding an Employee's career development. These records may accompany an Employee through succeeding administrators. To ensure that the doctrine of fairness is applied with respect to these records, the following procedure will be adhered to:

- #1 Whenever any item is entered into or removed from an Employee's personnel file, a copy of same shall be provided to the Employee. Failure to provide a copy to the employee at the time the item becomes part of the employee's record renders such item VOID.
- #2 Any item that reflects unfavorably on the employee and will be retained in a personnel record, shall be initialed by the employee. The employee's initials are not an admission of guilt but verification that they have seen it and it is an item that was put in a record. If the employee refuses to initial the document, management shall note such and put the document in the personnel file. Failure to provide the item to the employee for signature renders the item VOID and it shall be removed from the employee's file and destroyed.
- #3 In the case that an item reflects unfavorable upon an Employee, the Employee shall be allowed an opportunity to respond (up to ninety (90) calendar days) to the content of the item, in writing, and the Employee's response shall be included in the personnel file, and one copy shall be provided to the Local Union. Failure to permit an employee response or to staple the response to the unfavorable item renders the item VOID.
- #4 Each Employee shall be allowed access to his/her personnel records for review of its contents at reasonable times and upon reasonable notice. Employees shall be permitted to add explanations, exceptions or comments regarding any item in the record and may staple their insertion to the relevant document so long as no damage is done to the file content.
- #5 The Employer through the department head, shall take measures to assure that, within the bargaining unit, only legitimate supervisory and administrative

personnel and the Employee have access to the employee's personnel record, and that no information verbally or in writing be released from the employee's personnel records unless written permission by the employee has been given, by court order, or through Public Disclosure whereupon the employee shall be notified of the request and the requestor.

#6 All discipline letters and complaints shall remain as part of the personnel file and expire after two (2) years from the date of the letter or action, unless they remain active due to an ongoing progressive disciplinary action. Expired records shall be so noted including the date of expiration. Expired records may not and shall not be used as a condition precedent to any future disciplinary action.

6.2 In administering this Article it is agreed that:

- a) Each employee file maintained by the Sheriff shall include a record of when the employees file was accessed and by whom in the manner established by the Sheriff
- b) Employees who access their file as provided herein and who identify documents in their file not conforming to this Article 6 shall request the Sheriff remove from their file such documents that are nonconforming
- c) Any document removed from an employee's personnel file shall be delivered in a sealed envelope to the employee who shall sign a receipt for same, if requested.

ARTICLE 7 - SENIORITY AND ABILITY

7.1 Seniority according to this agreement shall consist of the continuous service of the Employee with the Sheriff's Office. No employee shall have his/her seniority established prior to completing the trial period with the Sheriff's Office. The employee's earned seniority shall not be lost because of absence due to illness or authorized leaves of absence. The seniority list shall be brought up to date each year on January 1, and posted in a conspicuous place.

7.2 Trial Period: All employment within a classification of the Sheriff's Office shall be on a trial basis for the first twelve (12) months of employment. If the employee's performance does not meet the standards established by the department head during the trial period, or if it is otherwise deemed advisable to terminate the employment, the employee may be terminated without recourse to any provision, article or section of this Agreement. This trial period may be extended, one time, up to an additional twelve (12) months by agreement with the employee who shall be notified of the extension at least two (2) weeks before the end of the first 12 month period.

7.2.1 In the event an employee transfers from another classification within the Sheriff's Office and become subject to a Section 7.2 trial period, and further should such

employee not complete such trial period, said employee may return to their prior position and seniority except for just cause removal.

- 7.2.2 Employees completing their trial period shall be dove-tailed into the seniority list of the new classification.
- 7.2.3 Employees promoted to a higher classification shall be paid at the step nearest to their current wage rate that will result in an increase. Employees reduced to a lower classification shall be returned to the step they held before their reduction but at the pay grade for the new classification.
- 7.2.4 Employees after having served six (6) months of their trial period, may use accrued paid leave.
- 7.3 Seniority shall be determined based upon years of continuous service as an employee of the Sheriff's Office. Seniority shall be lost after twelve (12) months in layoff status.
- 7.4 The Employer shall seek the most capable individuals to fill supervisory positions. Employees will be considered for supervisory positions in conjunction with other applicants in accordance with civil service rules and regulations.
- 7.5 Seniority for purposes of layoffs, bidding and promotions shall be considered as that time spent in the classification.
 - 7.5.1 Employees subject to a layoff within a classification who have completed a trial period in another classification, which may be covered by a separate collective bargaining contract within the Teamsters Union, shall be eligible to exercise their seniority accumulated during the occupancy of the prior classification based upon their seniority at the time of transfer into the new classification. Such "right of return" is limited to a layoff that would affect the employee's employment and the "right of return" shall only by to the most recent prior classification.
- 7.6 Lateral Entry. The department head may, within budgetary constraints, waive up to eighteen (18) months of the break in period for previously experienced, commissioned personnel. (See Article 14, Section 1.) Such waiver shall not act as a reduction in the Trial Period as set out in § 7.2 above.
- 7.7 The Sheriff shall at all times, retain sole discretion with respect to individual employee selection, work assignments, training requirements, required certifications, etc. provided however, employee assignments shall not be arbitrary or capricious.

ARTICLE 8 - HOURS OF WORK

- 8.1 The normal work week shall consist of five consecutive days of eight (8) hours, between the hours of 6:00 a.m. and 6:00 p.m. Forty (40) hours shall constitute a weeks work. All time worked in excess of forty (40) hours per week shall be overtime and paid at the rate

of time and one half. There shall be no reduction of pay for performing work in a lower classification rate.

- 8.2 Classifications that may require any employee to attend night meetings may be adjusted with flexible scheduling. If an employee works the regularly scheduled shift on the day of the night meeting, time off must be scheduled and taken off within ten (10) working days of the meeting; otherwise the employee shall be paid for the overtime hours or granted compensatory time at the overtime rate.
- 8.3 The employer may establish a 35 hour work week by mutual agreement of the Union. The County may proceed with implementation of its final proposal for a 35 hour week upon 30 days notice to employees when such implementation is to avoid layoff and shall then engage in good faith bargaining of the impact of such action upon demand of the Union.

ARTICLE 9 - OVERTIME COMPENSATION

- 9.1 Overtime hours are those compensable hours (hours actually worked) which the employee is assigned to work in excess of forty (40) hours in the week or eight (8) hours in a day for those employees assigned to five (5) day, eight (8) hour shift schedule or after ten (10) hours in a day for those employees assigned to a four (4) day ten (10) hour shift schedule.
- 9.2 Overtime hours worked shall be paid at the rate of time and one-half the Employee's regular rate of pay.
- 9.3 Overtime pay shall not be compounded with any other form of premium compensation paid to the Employee.
- 9.4 Those employees who are required to work overtime shall be granted a thirty (30) minute meal period for each four (4) hours of continuous overtime. Employees on restricted movement may have meal expenses paid by the employer.
- 9.5 If an Employee is required to report between shifts (between the end of an employee's scheduled shift and the start of their next scheduled shift) with less than twelve (12) hours of rest, the employee shall earn pay at the overtime rate for those hours prior to the twelve (12) hour period. This section shall not apply when ever an employee is deprived of the twelve (12) hour rest period as a result of a change of work hours at his/her own request or to meet training and/or mandatory monthly meeting requirements.

ARTICLE 10 - COMP-TIME

- 10.1 Employees may take compensatory time off at the rate of one and one-half hours off per hour of overtime worked in lieu of overtime pay. An employee who accrues the maximum of forty (40) hours comp-time will not be allowed to accrue additional comp time. Additional hours shall be paid for at the overtime rate.

- 10.2 An employee on compensatory time off shall be deemed to be on official leave with pay status.
- 10.3 An employee who notifies his/her Department Head promptly or substantiates to the satisfaction of his/her Department Head that he/she was sick on a scheduled day of compensatory time off may request that a day of sick leave be taken rather than previously scheduled compensatory time.
- 10.4 An employee may choose to add comp-time to their bank as long as their bank does not exceed the forty (40) hour maximum.
- 10.5 Comp-time can be carried over from month to month, and/or year to year with no more than forty (40) hours being carried over.
- 10.6 The employer may limit Comp Time use as provided by law.

ARTICLE 11 - JURY DUTY

- 11.1 Employees called for Jury Duty in any Municipal, County, State or Federal court shall advise the County upon receipt of such call and, if taken from his/her regularly scheduled work for such jury duty, shall be paid at his/her regular hourly rate for those hours that the employee would have spent on his/her regularly scheduled shift, less compensation paid for such Jury Duty.

ARTICLE 12 - CALL BACK

- 12.1 An employee called back to work on other than his/her normal work schedule shall be compensated a minimum of two (2) hours at the overtime rate of pay. Hours worked beyond the two (2) hour minimum shall continue to be paid at the overtime rate until relieved of duty. Court time on other than the employees regular work schedule shall be compensated as call back. Call back for Court as witness duty shall be actual time spent with a minimum of three (3) hours.

ARTICLE 13 - GRIEVANCE PROCEDURE

- 13.1 **OBJECTIVES:** To informally settle disagreements at the employee-supervisor level; to provide an orderly procedure to handle the grievance through each level of supervision; to correct, if possible, the cause of the grievance to prevent future complaints; to promote harmonious relations among employees, their supervisors, and Departmental Administrators; to assure fair and equitable treatment of employees; to resolve grievances at the Departmental level before appeal to higher levels.
- 13.2 **DEFINITIONS:** The following terms, as used in this contract, shall have the following meaning:

GRIEVANCE: A complaint by an employee, a Union Representative, or the County concerning the interpretation or application of this Agreement. A grievance may be filed when the employee believes an injustice has been done because of unfair application of a

policy or an alleged violation of any term or condition of this Agreement. Letters of Reprimand and other non-economic disciplinary actions are not grievable upon issuance. Disciplinary action, including any underlying supporting Letters of Reprimand, with an economic impact on the employee shall be subject to grievance processing as a single procedure. Issues arising from Section 7.7 are limited to the question of arbitrariness and capriciousness.

WORKING DAY: Exclusive of Saturday, Sunday and holidays.

EMPLOYEE: Any Employee of the Jefferson County Sheriff's Office covered by this Agreement.

IMMEDIATE SUPERVISOR: The person, who assigns, reviews or directs the work of an Employee.

SUPERIOR: The person to whom an immediate supervisor reports.

REPRESENTATIVE: A person who appears on behalf of the employee.

DEPARTMENT HEAD: The Sheriff of the County of Jefferson.

13.3 **TIME LIMITS:** Time limits are established to settle grievances quickly. Time limits may be extended by agreement of the parties. If the grievant is not satisfied with the decision rendered, it shall be the grievant responsibility to initiate the action which submits the grievance to the next level of review within the time limits specified. Failure of the Employee to submit the grievance within the time limits imposed shall terminate the grievance process and the matter shall be considered resolved. Failure of the County to respond within the time limits specified will allow the grievant to submit the grievance to the next higher step of the grievance procedure.

13.4 **PARTIES RIGHTS AND RESTRICTIONS:**

1. A party to the grievance shall have the right to record a formal grievance meeting at the expense of the requesting party.
2. An Employee may have a Union representative present at all steps of the grievance procedure.
3. Reasonable time in processing a grievance will be allowed during regular working hours for the shop steward, with advanced supervisory approval.
4. Nothing within this grievance procedure shall be construed as limiting the right of management to manage the affairs of the County.
5. Grievances of an identical nature, involving an alleged violation of the same Article, section, etc., concerning the same subject matter, may be consolidated.

6. Confidential Communication. Any communication between a member of the Union and any recognized Union representative regarding a potential or actual employee grievance will be defined as confidential. Likewise any communication between County Management/Administration and a recognized County representative shall be defined as confidential.

13.5 ELECTION OF REMEDIES. The use of this grievance procedure will constitute an election of remedies. An employee seeking redress through the Labor Agreement may not seek judgment of the same matter through the Civil Service Commission.

13.6 STEPS IN THE GRIEVANCE PROCEDURE:

Step #1 The employee and/or their representative, or the County shall within twenty (20) working days from the occurrence of the incident on which a complaint is based, or within twenty (20) working days of the employee's knowledge of the occurrence, the employee and/or their representative will promptly and verbally meet to discuss the complaint with the employee's immediate supervisor. The supervisor will issue a written decision on the complaint to the employee and the representative involved.

Step #2 If the employee feels the immediate supervisor has not resolved the grievance, the employee may appeal to the Sheriff. At this time, all supporting documents and evidence relative to the grievance shall be included with the appeal. The Sheriff shall hold a formal meeting with the employee and their representative, if requested, within ten (10) days from the date of the appeal receipt, and attempt to settle the grievance.

A decision shall be made, in writing, to the employee by the Department Head within ten (10) working days from the close of the formal meeting.

Step #3 If the employee feels the Sheriff has not resolved an economic grievance, the employee may appeal to the County Administrator. At this time, all supporting documents and evidence relative to the grievance shall be included with the appeal. The County Administrator or their designee may hold a formal meeting with the employee and the representative, if requested, within fifteen (15) working days from the date of the appeal receipt, and attempt to settle the grievance.

Step #4 Board of Adjustment: If the grievant is not satisfied with the decision of the County Administrator or their designee, within ten (10) working days after receipt of the decision, the grievant may submit the grievance to The Teamsters and Employer's Board of Adjustment, or its successor, according to its' rules and procedures. In the event the Board of Adjustment cannot resolve the matter the Board Members may agree to a mutually agreeable person or panel to act as sole Arbitrator or failing to agree shall request a list of 11 Washington State

Arbitrators from the F.M.C.S. and to alternately strike a name until only one name remains who then shall be the Arbitrator.

- 13.7 The cost of the Board (but, not including any filing related fees) or arbitrator shall be divided equally between the County and the Union. Cost for witnesses, court reporter, or other individual expenses shall be borne by the requesting party. Either party may tape record the proceeding as their personal record of the hearing. Upon request the taping party will make a copy of the tape available to the other party or either party may obtain a copy of any recording made by the Arbitrator.
- 13.8 The Board or arbitrator shall not have the power to alter, amend, or change any contractual language of the Labor Agreement.

ARTICLE 14 - WAGES

- 14.1 Wage Rates are attached to this agreement at Appendix A and are a part of this agreement by this reference.
- 14.2 Notwithstanding any other provision of this agreement, there shall be no reclassifications performed within three (3) months of the expiration of this agreement or during any negotiation period.
- 14.3 Whenever this agreement requires a wage increase, such wage increase shall be effective the first day of the month in which the adjustment occurs.

ARTICLE 15 - LONGEVITY

- 15.1 Upon completion of the following years of employment, Employer shall pay, as an annual longevity bonus, the amounts which follow to eligible Employees at the pay period which follows the anniversary date or month of employment.
 - (1) Five years employment.....\$ 400.00
 - (2) Ten years employment.....\$ 800.00
 - (3) Fifteen years employment.....\$ 1,200.00
 - (4) Twenty years employment....\$ 1,600.00
- 15.2 Longevity Pay shall be paid in a lump sum to eligible employees in the November pay which will be received by employees in early December of each year. Early terminations are subject to adjustment in their final check. In an employees' first year of eligibility payment will be prorated through November and annually thereafter.
- 15.3 Shift Proration. The above amounts are based on a eight (8) hour shift. Longevity for shifts of less than eight (8) hours shall be calculated as a proportionate share based on an eight (8) hour shift. Example: a seven (7) hour shift employee with over five years longevity will receive 7/8 of longevity amount (7 hour shift employee with five years employment, 7/8 of \$400 = \$350).

ARTICLE 16 – HOLIDAYS

16.1 The following days shall be considered holidays.

New Years Day	January 1
Presidents Day	3rd Monday in February
Memorial Day	Last Monday in May
Independence Day	July 4th
Labor Day	First Monday in September
Veteran's Day	November 11th
Thanksgiving Day	4th Thursday in November
Day after Thanksgiving Day	Fri. following Thanksgiving
Christmas Day	December 25 th

One (1) floating holiday. Beginning in 2013 there shall be two (2) floating holidays.

- 16.3 Floating holidays to be determined by mutual agreement between the Employee and the Employer, with seven (7) days advance notice.
- 16.4 Any employee working on a holiday shall receive their regular rate of pay (at straight time) in addition to time and one-half for all hours worked.
- 16.5 Any employee who is not required to work on a holiday shall receive their regular rate of pay (at straight time) regardless of which day of the week the holiday falls.
- 16.6 When a holiday falls on Saturday, the preceding Friday shall be observed, and when it falls on Sunday the following Monday shall be observed.

ARTICLE 17 - VACATIONS

17.1 Vacation shall be accrued as follows:

Completed Months of Service	Rate of Accrual per Straight Time Hour of Compensation	Maximum <i>Hours</i> Earned	Maximum <i>Days (at 8 hours/day)</i> Earned
0 through 36	0.0385	80.0	10
37 through 60	0.0462	96.0	12
61 through 120	0.0577	120.0	15
121 through 180	0.0615	128.0	16
181 +	0.0770	160.0	20

- 17.2 Earned vacation leave may be taken at any time during a period of sickness after the expiration of accumulated sick leave.
- 17.3 An employee who, except for an emergency defined as an unforeseeable event, fails to provide a two (2) week advance notification of intent to resign shall forfeit rights to earned vacation. The two (2) week notice may be waived by the County Administrator. The maximum forfeiture shall not exceed the amount accrued during the preceding twelve (12) months.

17.4 Seniority order shall prevail for all employee vacation selections made during the "vacation selection period" January 1, through March 31. Vacation time not selected during the vacation selection period is subject to forfeiture as provided below.

All time applied for after the vacation selection period will be on a space available basis.

17.5 Vacation time off is to be worked out between the Supervisor and the employee. Vacation may be taken at any time during the year with the welfare of the job being the determining factor.

17.6 Employees may split their vacation into as many parts as is mutually agreed upon between the employee and the supervisor and no third party shall enter into or influence this decision.

17.7 A maximum of ten (10) days accumulated vacation may be carried over from the previous year. Accumulated vacation time not selected/scheduled during the vacation selection period and in excess of the ten (10) day carry over shall automatically be lost to the Employee on April 1 of each year. If unable to take scheduled leave because of employer required workload such scheduled but denied leave days will be paid in cash. The inability of the employer to allow the employee to take vacation leave shall be documented by the Department head at the time of such denial and be forwarded to the Payroll Department.

17.8 Vacation/Leave requests for vacation not scheduled during the vacation selection period shall be submitted fourteen (14) days in advance and be signed by management then returned to Employee within five (5) days or will be deemed approved.

17.9 An Employee who notifies his/her Department Head promptly or substantiates to the satisfaction of his/her Department Head that he/she was sick on a scheduled day of vacation may request that a day of sick leave be taken rather than previously scheduled vacation day.

17.10 Shift Pro-ration: The above amounts are based on a eight (8) hour shift. Vacation accrual for shifts of less than eight (8) hours shall be calculated as a proportionate share based on a eight (8) hour shift. Example: a seven hour shift employee in the first three years will receive 7/8 of vacation accrual (7 hour shift employee under three years employment, 7/8 of 80 hours vacation accrual = 70 hours).

17.11 No employee shall receive compensation for unused vacation and sick leave greater than two hundred forty (240) hours at the time of retirement. Leave in excess of this amount shall be taken prior to retirement or forfeited.

17.12 In addition to the schedule listed in the categories above under "Completed Months of Service" the following shall apply:

0-36 category -- One (1) additional day (8 hours or less based on FTE) shall be available to employees each calendar year.

37 through 60 and 61 through 120 categories-- Two (2) additional days (16 hours or less based on FTE) shall be available to employees each calendar year.

121 through 180 and 181+ categories -- Three (3) additional days (24 hours or less based on FTE) shall be available to each employee covered by such sections each calendar year.

17.12.1 The additional days available pursuant to this section shall be treated as floating holidays only for the purposes of accrual and cash-out and shall not be carried forward and are not payable upon termination.

17.13 Earned vacation leave may be taken at any time during a period of sickness after the expiration of accumulated sick leave.

17.14 An Employee who notifies his/her Supervisor promptly or substantiates to the satisfaction of his/her Supervisor that he/she was sick on a scheduled day of vacation may request that a day of sick leave be taken rather than a previously scheduled vacation day.

ARTICLE 18 - SICK LEAVE

18.1 Sick leave is earned by regular and trial employees at the rate of one (1) working day for each month of completed service. An employee may not accumulate more than two hundred forty (240) days of sick leave. To receive sick leave, an employee must either be sick or disabled or have a scheduled health care appointment. Upon request by the department head, an employee must be able to furnish proof, including documentation from the attending health care provider. Falsification or misuse of sick leave shall be grounds for disciplinary action.

18.2 Sick leave is appropriate for illness or disability caused or contributed to: pregnancy, miscarriage, abortion, childbirth, adoption and recovery there from. Accrued sick leave is appropriate to care for a family member with a health condition that requires treatment and/or supervision. (RCW 49.12) Accrued sick leave, not leave of absence (Section 5.60), must be used for illness, injury or disability.

18.3 Sick leave is not appropriate and will not be authorized for death in the employee's family. (See Bereavement Leave.)

18.4 No employee shall receive compensation for unused sick leave greater than the amount determined as a result of Section 18.5 subsection 2 at the time of retirement.

18.5 The County will make the following payment for sick leave.

1. Upon an Employee's death, the Employee's estate shall be paid twenty-five percent (25%) of such accumulated sick leave.
2. Upon disability or retirement, the employee shall be paid twenty-five percent (25%) of such accumulated sick leave.
3. If employment is terminated other than by death, disability or retirement, no portion of such accumulated sick leave shall be paid.

18.6 Light Duty:

1. Light Duty shall be for the purpose of temporary assignment while a disabled employee becomes able to resume full duties.
2. Light duty to be determined by the Sheriff, with concurrence of the physician. The Employer shall give letter of request to physician of duties to be performed on light duty so physician may verify what the Employee may or may not perform.

ARTICLE 19 - BEREAVEMENT LEAVE

- 19.1 Bereavement leave shall be authorized permanent Employees for a maximum of three (3) days to grieve the death of a member of the Employee's immediate family. "Immediate family" is defined as follows: Spouse, parent, grandparent, child, grandchild, brother, sister, mother-in-law, father-in-law, significant domestic partners and step relations of the same degree.
- 19.2 Employees who have a death in their immediate family and who would have to travel 500 miles or more (one way) to attend such funeral shall be allowed two (2) additional days with pay, for travel only.

ARTICLE 20 – MILITARY LEAVE

- 20.1 Military Leave: Military leave will be granted in accordance with RCW 38.40.060. Military leave shall be granted upon written application accompanied by a copy of bona fide orders to temporary active or training duty. Military leave is paid time according to applicable RCW and there shall be no loss of employee benefits.

ARTICLE 21 – RESERVED

ARTICLE 22 - JOB INFORMATION

- 22.1 It is the Employer's responsibility to provide each employee, particularly upon hire, with written information relevant to the job that the employee performs. This information should include:
 1. The job description for the position the employee fills or will fill;
 2. Brochures and explanation of benefits as provided by appropriate agencies, to the Employer with respect to insurance (medical, dental, vision, life insurance, etc), retirement, and any other similar information relevant to the position;
 3. A copy of the current Personnel Policy and all other personnel related policies.

ARTICLE 23 - HEALTH AND WELFARE

- 23.1 The Employer shall pay into the Washington Teamsters Health and Welfare Fund for Medical Plan B, for every Employee covered by this agreement who was compensated for eighty (80) hours or more in the previous month. Said payment shall be made on or before the 10th day of each month.

- 23.2 In addition to the basic Medical Plan B the following optional benefits shall be provided: 9 month disability premium waver, Plan A \$400/week additional STD benefit, Plan B \$15,000 additional employee Life/ \$1,500 AD&D insurance.

ARTICLE 24 - DENTAL

- 24.1 The Employer shall pay into the Northwest Teamsters Dental Trust, Plan B at the amount required each month for each employee who was compensated eighty (80) hours during the preceding month. The above payments shall be made to an authorized administrative office by the 10th of each month.

- 24.1.1 Effective with December 2008 hours payable in January 2009, Plan B shall be replaced with Dental Plan A on the same 85%, 15% cost sharing basis (see Maintenance of Benefits).

ARTICLE 25 - VISION

- 25.1 The employer shall pay the Teamsters Vision Care Trust the amount required for each employee who was compensated for eighty (80) hours or more during the preceding month.

ARTICLE 26 - MAINTENANCE OF BENEFITS

- 26.1 The County shall be responsible for 85% of the required contribution for the benefits provided in Sections 23.1, 23.2, 24.1 and 25.1 with employees responsible for 15% of the required contribution. The Trust Subscription Agreement is attached to this agreement.

ARTICLE 27 - SAVINGS CLAUSE

- 27.1 Should, any provisions of this agreement be found to be in violation of any Federal, State or Local Law, all other provisions of this agreement shall remain in full force and effect for the duration of this agreement.
- 27.2 The County reserves to itself all RCW 41.56 rights not conceded in this agreement.
- 27.3 The Union reserves to itself all RCW 41.56 rights not conceded in this agreement.

ARTICLE 28 – LABOR MANAGEMENT COMMITTEE

- 28.1 Labor/Management: The Employer and the Union agree that during the life of this Agreement there shall be a Labor/Management Committee consisting of individuals from each party (not to exceed four (4) from each) to be designated, in writing, by each party to the other. On a case-by-case basis, the parties may agree to additional representatives. Meetings will be held as determined by the Committee at mutually agreeable times and places so as to apprise the other of problems, concerns, suggestions, etc., related to the operation, the work force and services offered, all to promote better understanding with the other. A written agenda shall be established by the Human Resources Manager based upon items submitted not less than three (3) days in advance of the meeting. Such meetings shall not be for the purpose of initiating or continuing collective bargaining nor

in any way to modify, add to, or subtract from this Agreement and such meetings shall be exclusive of the grievance and arbitration procedures in the Agreement, as grievances shall not be considered proper subjects at such meetings. Attendance by other on duty employees is permitted as long as staffing needs are adequately met and with approval of the Department Head.

ARTICLE 29- TERMINATION


29.1 This agreement shall be effective from date of approval through December 31, 2014, provided that either party may reopen same on the first of January of any year by giving one hundred eighty (180) days notice in writing prior to January 1st.

SIGNED THIS 19 DAY OF September 2013.

**JEFFERSON COUNTY BOARD
OF COMMISSIONERS**

TEAMSTERS LOCAL #589

John Austin, Chair



John Witte, Secretary-Treasurer

David Sullivan, Member

Phil Johnson, Member

JEFFERSON COUNTY SHERIFF'S OFFICE
Uniform Support Services
January 1, 2011 through December 31, 2014

APPENDIX "A" WAGES

SHERIFF'S OFFICE ADMINISTRATIVE STAFF WAGE TABLE

Effective January 1, 2012, and for the term of this agreement, for employees employed on the date of ratification or effectiveness, whichever is later, the Pay Grades and rates of pay for each Pay Grade covered by this Agreement shall be as follows:

SHERIFF'S ADMIN. WAGE TABLE 2012

		add 2% Change to 11 steps with a 2.5% increase										
Proposed Inc.	12 months	12 months	12 months	12 months	12 months	12 months	12 months	12 months	12 months	12 months	12 months	12 months
2010 to 2012	1	2	3	4	5	6	7	8	9	10	11	
2.00%		2.50%	2.50%	2.50%	2.50%	2.50%	2.50%	2.50%	2.50%	2.50%	2.50%	2.50%
Administra	14.99	15.36	15.75	16.14	16.55	16.96	17.38	17.82	18.26	18.72	19.19	

SHERIFF'S ADMIN. WAGE TABLE 2013

		add 1%										
Proposed Inc.	12 months	12 months	12 months	12 months	12 months	12 months	12 months	12 months	12 months	12 months	12 months	12 months
2012 to 2013	1	2	3	4	5	6	7	8	9	10	11	
1.00%		2.50%	2.50%	2.50%	2.50%	2.50%	2.50%	2.50%	2.50%	2.50%	2.50%	2.50%
Administra	15.14	15.52	15.91	16.30	16.71	17.13	17.56	18.00	18.45	18.91	19.38	

SHERIFF'S ADMIN. WAGE TABLE 2014

		add 1%										
Proposed Inc.	12 months	12 months	12 months	12 months	12 months	12 months	12 months	12 months	12 months	12 months	12 months	12 months
2013 to 2014	1	2	3	4	5	6	7	8	9	10	11	
1.00%		2.50%	2.50%	2.50%	2.50%	2.50%	2.50%	2.50%	2.50%	2.50%	2.50%	2.50%
Administra	15.29	15.67	16.06	16.47	16.88	17.30	17.73	18.18	18.63	19.10	19.57	

With the above wage table the County has implemented the agreeable results from the County and Union review of wages of this unit as compared to wage rates of other County employees and comparable Counties performing comparable duties. The above wage rates resolves for this agreement any disparity identified from the Union presentation and adjusts wages in this unit comparably to other County positions of comparable duties as Sheriffs budget allows.

Wages above shall be effective on 1/1/2012 for 2012; effective 1/1/2013 for 2013 and; effective 1/1/2014 for 2014.

APPENDIX B - EMPLOYEE BILL OF RIGHTS

- B.1 All employees covered by this agreement shall be entitled to the following procedural protection.
- B.2 In criminal matters an employee shall be afforded those constitutional rights available to any citizens.
- B.3 In matters relating to job performance, the following guidelines shall be followed:
 - B.3.1 Before an interview the employee shall be informed of the nature of the matter in sufficient detail to reasonably apprise him of the matter;
 - B.3.2 Any interrogation of an employee shall be at a reasonable hour preferably when the employee is on duty unless the urgent needs of the investigation dictate otherwise. Where practicable, interrogations shall be scheduled for the daytime;
 - B.3.3 Any interview shall take place at the Jefferson County Sheriff's Department, except when impractical. The employee shall be afforded an opportunity and facilities to contact and consult privately with an attorney of his/her own choosing. A representative of the Union may be present during the interrogation;
 - B.3.4 The questioning shall be reasonable in length and the employee shall be entitled to such reasonable intermissions as s/he shall request for personal necessities, meals, telephone calls and rest periods;
 - B.3.5 The employee shall be interviewed in a professional manner and shall not be threatened with dismissal, transfer or other disciplinary punishment as a guise to attempt to obtain his/her resignation; and
 - B.3.6 The Employer shall not require any employee covered by this Agreement to take or be subjected to a lie detector test as a condition of continued employment.
- B.4 Interrogation. The interrogation of any sworn personnel during the course of an investigation that could lead to formal disciplinary action shall be conducted under the following conditions. These procedures shall not apply to any routine, supervisory contact with an officer for the purpose of counseling, instruction, or verbal reprimand. Prior to the commencement of any formal disciplinary interview, the employee shall be advised as follows:

You are about to be questioned as part of an administrative investigation being conducted by the Jefferson 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.

- B.4.1 Constitutional Rights or Privileges. When the investigation becomes in furtherance of the intent to prosecute for a criminal offense, the officer charged with or suspected of committing a criminal act shall be afforded the same constitutional rights or privileges or guarantees enjoyed by any person. This section shall not deprive the County of the right to pursue the investigation administratively under Section 2.2.

WASHINGTON TEAMSTERS WELFARE TRUST SUBSCRIPTION AGREEMENT

COLLECTIVE BARGAINING AGREEMENT PROVIDING FOR PARTICIPATION IN TRUST

The Employer and Labor Organization below are parties to a Collective Bargaining Agreement providing for participation in the above Trust. An enforceable Collective Bargaining Agreement must exist as a condition precedent to participation in the Trust.

Jefferson County Sheriff's Office Staff
Employer Name

Teamsters Local 589
Labor Organization (Union) Name

PO Box 2070
Address

PO Box 4043
Address

Port Townsend WA 98368
City, State, Zip Code

Port Angeles WA 98362
City, State, Zip Code

COLLECTIVE BARGAINING AGREEMENT

The parties' Collective Bargaining Agreement is in effect from: 10 7 13 to 12/31/2014

New Account Renewal – Account No. **4** Approximate Number of Covered Employees **3**

INFORMATION CONCERNING TYPE OF EMPLOYER'S BUSINESS

Employer is: Public Entity Corporation – State of _____ Partnership Sole Proprietorship
If employer is a Partnership or Sole Proprietorship please provide name(s) of the owner or partners below:

BENEFIT PLAN(S) DESIGNATED IN COLLECTIVE BARGAINING AGREEMENT

The Collective Bargaining Agreement provides that contributions will be made to the Trust on behalf of all employees for whom the Employer is required to contribute under the Trust Operating Guidelines for the purpose of providing such employees and their dependents with the following benefit plan(s): (The undersigned parties acknowledge the receipt of a copy of the Trust Operating Guidelines which by this reference are made a part hereof.)

COVERAGE IN BARGAINING AGREEMENT <i>For renewals, list all coverages not just changes.</i>					Monthly Rate
MEDICAL	<input type="checkbox"/> Plan A	<input checked="" type="checkbox"/> Plan B	<input type="checkbox"/> Plan C	<input type="checkbox"/> WT100	\$ 1038.65
Life/AD&D Employee Dependent	<input type="checkbox"/> Plan A \$30,000 Life/AD&D \$ 3,000 Life	<input checked="" type="checkbox"/> Plan B \$15,000 Life/AD&D \$ 1,500 Life	<input type="checkbox"/> Plan C \$5,000 Life/AD&D \$ 500 Life		\$ 4.40
Time Loss Amount	<input checked="" type="checkbox"/> Plan A \$400/week	<input type="checkbox"/> Plan B \$300/week	<input type="checkbox"/> Plan C \$200/week	<input type="checkbox"/> Plan D \$100/week	\$ 21.00
LTD	<input type="checkbox"/> Long Term Disability Income Plan				\$
Waivers	<input checked="" type="checkbox"/> Additional 9 months Disability Waiver of Contributions – Medical only				\$ 11.40
MEDICAL TOTAL					\$ 1075.05
DENTAL	<input type="checkbox"/> Plan A	<input checked="" type="checkbox"/> Plan B	<input type="checkbox"/> Plan C		\$ 87.50
VISION	<input checked="" type="checkbox"/> Plan EXT				\$ 14.00

Will there be any coverage changes before the Collective Bargaining Agreement's expiration? Yes No. If yes, attach a Subscription Agreement for each change. A Subscription Agreement must be submitted in advance of the effective date below.

EFFECTIVE DATE OF COVERAGE

The contribution rates above are due effective (month/year) January, 2009 based on employment in the prior month.
Note: Coverage is provided using a lag month, therefore coverage is effective in the month following the month contributions are due. For example, contributions due effective April based on March employment will provide coverage in May.

EXPIRATION OF COLLECTIVE BARGAINING AGREEMENT

Upon expiration of the above-referenced Collective Bargaining Agreement, the Employer agrees to continue to contribute to the Trust in the same amount and manner as required in the Collective Bargaining Agreement until such time as the Employer and the Labor Organization either enter into a successor Collective Bargaining Agreement, which conforms to the Trust Operating Guidelines, or one party notifies the other in writing (with a copy to the Trust) of its intent to cancel such obligation five (5) days after receiving notice, whichever occurs first. The Trust reserves the right to immediately terminate participation in the Trust upon the failure to execute this or any future Subscription Agreement or to comply with the Trust Operating Guidelines as amended by the Trustees from time to time.

For Employer _____
Title/Assn. _____ Date _____

For Union [Signature]
Title Secretary Treasurer Date 9-19-13

ELIGIBILITY TO PARTICPATE IN TRUST

Eligibility for benefits is determined in accordance with the requirements established in the Collective Bargaining Agreement provided such requirements are consistent with the Trust guidelines. To establish eligibility for benefits, Trust guidelines require that eligible employees must have the required number of hours in a month and have the contractually required contributions paid on their behalf. Eligibility will commence according to the Trust's lag month eligibility rule. Eligibility continues as long as the employee remains eligible, has the contractually required number of hours per month, and has the required contributions made. The Trust, however, will not recognize any contractual provision that conditions continued eligibility on having less than 40 or more than 80 hours in a month. Eligibility will end according to the Trust's policy for employees that do not have the required number of hours and contributions in a month and that do not qualify for an applicable extension of eligibility, if any.

Employees of a participating employer not performing work covered by the Collective Bargaining Agreement may participate in the Trust only pursuant to a written special agreement approved in writing by the Trustees. The Trustees reserve the right to recover any and all benefits provided to ineligible individuals from either the ineligible individual receiving the benefits or the employer responsible for misreporting them (if applicable).

REPORTING OBLIGATION AND CONSEQUENCES OF DELINQUENCY

Employer contributions are due no later than ten (10) days after the last day of each month for which contributions are due. The Employer acknowledges that in the event of any delinquency, the Trust Agreement provides for the payment of liquidated damages, interest and attorney fees and costs incurred in collecting the delinquent amounts.

TRUSTEES' AUTHORITY TO DETERMINE TERMS OF PLANS

The parties recognize that the detail of the benefit plans provided by the Trust and the rules under which employees and their dependents shall be eligible for such benefits is determined solely by the Board of Trustees of the Trust in accordance with the terms of the governing Agreement and Declaration of Trust (Trust Agreement). The Trustees retain the sole discretion and authority to interpret the terms of the Trust's benefit plans, the plans' eligibility requirements, and other matters related to the administration and operation of the Trust and its benefit plans. The Trustees may modify benefits or eligibility of any plan for the purpose of cost containment, cost management, or changes in medical technology and treatment.

MECHANISM FOR HANDLING CONTRIBUTION INCREASES

The Trustees' authority shall include the right to adjust the contribution rates to support the benefit plans offered by the Trust and to maintain adequate reserves to cover any extended eligibility and the Trust's contingent liability.

The parties recognize that it is the intent of the Trust not to provide employee benefit plans for less than the full cost of any such plan. If the Collective Bargaining Agreement does not provide a mechanism for fully funding the designated benefit plans, the Board of Trustees may substitute a plan then available that is fully supported by the employer's contribution obligations. The disposition of any excess employer contributions will be subject to the collective bargaining process.

ACCEPTANCE OF TRUST AGREEMENT

The Employer and the Labor Organization accept and agree to be bound by the terms of the Trust Agreement governing the Trust, and any subsequent amendments to the Trust Agreement. The parties accept as their representatives for purposes of participating in the Trust the Trustees serving on the Board of Trustees and their duly appointed successors.

Provided, however, that in the event that either Section 2 or 3 of Article VIII of the Trust Agreement is amended to change or modify an Employer's liability as specified therein, such amendment will not be deemed applicable to an Employer until such time as the Employer enters into a successor Collective Bargaining Agreement after the expiration of the Employer's then current Collective Bargaining Agreement.

APPROVAL OF TRUSTEES

This Agreement has been approved by the Board of Trustees of the Washington Teamsters Welfare Trust.

Date _____

Administrative Agent
Washington Teamster Welfare Trust