

**WHATCOM COUNTY CONTRACT
INFORMATION SHEET**

Whatcom County Contract No. _____

Originating Department: Human Resources	Administrative Services
Division/Program: (i.e. Dept. Division and Program)	Human Resources (HR)
Contract or Grant Administrator:	Nanette Kallunki, HR Associate Manager
Contractor's / Agency Name:	Collective Bargaining Agreement between Whatcom County and Teamsters Local 231 – Corrections Deputies and Sergeants
Is this a New Contract? If not, is this an Amendment or Renewal to an Existing Contract? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> If Amendment or Renewal, (per WCC 3.08.100 (a)) Original Contract #: _____	
Does contract require Council Approval? Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> If No, include WCC: _____ (see Whatcom County Codes 3.06.010, 3.08.090 and 3.08.100)	
Is this a grant agreement? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> If yes, grantor agency contract number(s): _____ CFDA#: _____	
Is this contract grant funded? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> If yes, Whatcom County grant contract number(s): _____	
Is this contract the result of a RFP or Bid process? Contract _____ Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> If yes, RFP and Bid number(s): _____ Cost Center: _____	
Is this agreement excluded from E-Verify? No <input type="checkbox"/> Yes <input checked="" type="checkbox"/> If no, include Attachment D Contractor Declaration form.	
If YES, indicate exclusion(s) below: <input checked="" type="checkbox"/> Professional services agreement for certified/licensed professional. <input type="checkbox"/> Contract work is for less than \$100,000. <input type="checkbox"/> Contract for Commercial off the shelf items (COTS). <input type="checkbox"/> Contract work is for less than 120 days. <input type="checkbox"/> Work related subcontract less than \$25,000. <input type="checkbox"/> Interlocal Agreement (between Governments). <input type="checkbox"/> Public Works - Local Agency/Federally Funded FHWA.	
Contract Amount:(sum of original contract amount and any prior amendments): \$ _____ This Amendment Amount: \$ _____ Total Amended Amount: \$ _____	Council approval required for; all property leases, contracts or bid awards exceeding \$40,000 , and professional service contract amendments that have an increase greater than \$10,000 or 10% of contract amount, whichever is greater, except when: 1. Exercising an option contained in a contract previously approved by the council. 2. Contract is for design, construction, r-o-w acquisition, professional services, or other capital costs approved by council in a capital budget appropriation ordinance. 3. Bid or award is for supplies or equipment included approved in the budget. 4. Contract is for manufacturer's technical support and hardware maintenance of electronic systems and/or technical support and software maintenance from the developer of proprietary software currently used by Whatcom County.
Summary of Scope: 2019 – 2020 Collective Bargaining Agreement between Whatcom County and General Teamsters Local Union No. 231 – Corrections Deputies and Sergeants	
Term of Contract: Two Years	Expiration Date: December 31, 2020

Contract Routing:	1. Prepared by: Nan Kallunki <i>MSK</i>	Date: 11/20/19
	2. Attorney signoff: _____	Date: 11/20/19
	3. AS Finance reviewed: <i>bbennett</i>	Date: 11/20/19
	4. IT reviewed (if IT related): N/A	Date: _____
	5. Contractor signed: _____	Date: _____
	6. Submitted to Exec.: _____	Date: _____
	7. Council approved (if necessary): _____	Date: _____
	8. Executive signed: _____	Date: _____
	9. Original to Council: _____	Date: _____

**COLLECTIVE BARGAINING
AGREEMENT**

By and Between

WHATCOM COUNTY, WASHINGTON

AND

**GENERAL TEAMSTERS' LOCAL UNION NO. 231
CORRECTIONS DEPUTIES & SERGEANTS
BARGAINING UNIT**

JANUARY 1, 2019 - DECEMBER 31, 2020

Adopted December 3, 2019

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**AGREEMENT
By and Between
WHATCOM COUNTY, WASHINGTON**

**AND
GENERAL TEAMSTERS' LOCAL UNION NO. 231
CORRECTIONS DEPUTIES & SERGEANTS BARGAINING UNIT**

January 1, 2019 – December 31, 2020

THIS AGREEMENT, MADE AND ENTERED INTO THIS 3rd day of December, 2019 by and between WHATCOM COUNTY, WASHINGTON, hereinafter referred to as the County, and GENERAL TEAMSTERS' LOCAL UNION NO. 231, affiliated with the International Brotherhood of Teamsters, hereinafter referred to as the Union.

GENERAL PURPOSES

The County and the Union do hereby reach agreement for the purpose of enhancing the employer-employee relationship and to promote service to the public and the general efficiency, morale and security in the Sheriff's Office.

ARTICLE 1 - UNION RECOGNITION AND SECURITY

1.01 Exclusions. The County recognizes the Union as the sole and exclusive representative for the purpose of collective bargaining for the positions of the Sheriff's Office listed in the attached Addendum A. Excluded from the collective bargaining unit are all other employees of the Sheriff's Office and full-time temporary help employed for periods of up to four (4) months in a calendar year. Deputies working not more than sixty-nine (69) hours per calendar month are also excluded.

1.02 Non-Discrimination Clause. No Deputy shall be discharged, suspended or discriminated against for upholding Union principles and any deputy working under instruction of the Union or who serves on a committee may do so without losing their position for such activity. There shall be no discrimination against any individual deputy of the County or member of the labor organization with whom the County has a bona fide collective bargaining agreement with respect to the hire, tenure, compensation or other terms and conditions of employment because of Union membership or as required by law, except where such constitutes a bona fide occupational qualification.

1.03 New Hire Notice to Union. The County shall notify the Union biweekly of new hires. Notification will be in writing and include the employee's name, address, date of hire, classification, range, step, and work location.

1.04 Bargaining Unit Work. Members of the bargaining unit shall perform all work of the bargaining unit, provided that Sheriff's Office unrepresented employees may perform bargaining unit work on occasion.

1.04a Volunteers. The use of properly trained volunteers is not prohibited by this Agreement so long as bargaining unit deputies are not supplanted. The Union may review the volunteer program regarding compliance with the foregoing and should a dispute develop, it shall be subject to Article 20 (Grievance Procedure) for resolution.

1.05 Authorized Representatives. All collective bargaining with respect to wages, hours and other working conditions of employment shall be conducted by authorized representatives of the Union and the County. It is recognized between the parties that this Agreement covers the Corrections Deputies of the Sheriff's Office for wages, working hours, schedules, benefits, and general working conditions only.

1.06 Civil Service Rules. Except where matters are covered by the express provisions of this Agreement, bargaining unit employees are subject to the rules of the Whatcom County Civil Service Commission. Any alleged violation of contractual provisions, which may also be covered by Civil Service Rules, may be adjusted either through the Civil Service appeals process or through the grievance procedure of this Agreement; provided, the filing of a Civil Service appeal, either before or after the filing of a grievance, shall constitute an election of remedies and a waiver of the employee's right to pursue the grievance or the Union's right to request the County to arbitrate the grievance. Nothing in this section shall be construed as a waiver of any right the Union may have to require the County to engage in collective bargaining on any mandatory subject of bargaining.

1.06a Promotional Exams. Matters pertaining to promotional exams are covered by the Civil Service Rules and Regulations.

ARTICLE 2 – DISCIPLINE/INTERNAL INVESTIGATIONS

2.01 Types of Discipline. Discipline is defined to include verbal reprimand, written reprimand, disciplinary transfers, suspension, demotion (loss of rank) and termination.

2.02 Discharge or Suspension. No deputy will be discharged or suspended except for just cause.

2.02a Probationary Employees. The provisions of this article shall not apply to newly hired employees serving a probationary period. Probationary employees may be disciplined or discharged without any recourse under this Agreement.

2.03 Progressive Discipline. Discipline shall be progressive in nature for similar or substantially similar violations. In some instances, based upon the nature of the offense, discipline need not be progressive. Discipline shall not be used for purposes of progressive discipline after the maximum period as set out in the chart below.

Type of Discipline	Maximum Period
Verbal Reprimand (Recorded to the employee's file)	2 years and no reoccurrence of similar misconduct

Written Reprimand	3 years and no reoccurrence of similar misconduct
Suspension (5 days or under), Disciplinary Transfer	5 years and no reoccurrence of similar misconduct
Suspension (over 5 days) or Demotion	7 years and no reoccurrence of similar misconduct

2.03a Records Removal. Pursuant to the chart above, records of discipline removed from the employee's Sheriff's Office personnel file shall be maintained in the Office of Professional Standards and shall not be divulged or released except as required by law or upon authorization from the Prosecuting Attorney.

2.04 Supervisor Notes. Supervisor notes and log entries in and of themselves are not considered discipline.

2.05 Counseling. Counseling shall not be considered discipline.

2.06 Performance Evaluations. A performance evaluation shall not be considered discipline.

2.06a Disputes. An employee who receives a written performance evaluation with an overall rating below "meets job requirements" may write rebuttals or responses to their performance evaluations but may not grieve them.

2.07 Investigative Procedures. Employees whose conduct may be subject to discipline shall be afforded, at a minimum, the rights established by these procedures. This section shall not apply to any routine, supervisory contact with an employee for the purpose of counseling, instruction, training or delivering a performance evaluation.

2.07a Due Process. Employees shall be afforded due process of law, which includes the right to be informed in writing (using Addendum C) of the specifically alleged acts of misconduct and alleged policy violations within fifteen (15) calendar days from the date that a supervisor who is at a level outside the bargaining unit was made aware of the facts or circumstances that could lead to discipline of an employee. Employees shall be afforded the opportunity to respond to such charges.

2.07b Constitutional Rights or Privileges. When the investigation reveals the possibility of prosecution for a criminal offense, the employee charged with or suspected of committing a criminal act shall be afforded the same constitutional rights, privileges or guarantees enjoyed by any person. This section shall not deprive the County of the right to pursue the investigation administratively under section 2.07 (Investigative Procedure).

2.07c Interview. The interview of any employee during the course of an investigation that could lead to disciplinary action as defined in section 2.01 (Types of Discipline) shall be conducted under the following conditions.

2.07c(1) Interview Advisement. Interviews for employees subject to investigation shall be at a reasonable hour, preferably at a time when the employee is on duty, or during the normal waking hours for the employee, with at least two (2) hours' notice. Upon request, the employee will be granted a twenty-four (24) hour delay, unless the exigency of the investigation requires otherwise prior to the commencement of any interview pursuant to section 2.07 (Investigative Procedure). The employee shall be provided Notice using Addendum D which includes the following:

You are about to be questioned as part of an administrative investigation being conducted by the Whatcom County Sheriff's Office. You are hereby ordered to fully answer the questions that are put to you that relate to information you possess and/or 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 answer truthfully and 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.

2.07c(2) Length of Interview. An interview session shall be for a reasonable period, taking into consideration the gravity and complexity of the issue being investigated.

2.07c(3) Conduct. The employee being interviewed and the interviewer shall not be subjected to verbal abuse.

2.07c(4) No Inducements Allowed. No promise of reward shall be made as an inducement to answer any questions.

2.07c(5) Recordings. Employees shall be given reasonable notice that he/she will be interviewed as part of a Class I or Class II Administrative Investigation and they shall be informed whether or not the interview will be audio recorded. Audio recordings may be transcribed should either the County or Union request such a transcription with the cost of the transcription borne by the requesting party. The subject or witness employee shall have the opportunity to review the transcript, if transcription is requested or, if not transcribed, listen to the recording of their Interview by appointment with the Sheriff or designee. The audio recording shall be available for review by the Union or subject/witness employee for a reasonable time after all issues of the investigation have been resolved. The recording of Administrative Interviews shall not be a matter of "due process" and is ministerial in nature with no penalty for an inadvertent failure of the audio recorder attributable to any party or loss of audio recordings or recordings that didn't work, etc.

2.07c(5)i Recording Permission Not Required. The investigator does not need to obtain permission from an employee at the time of the interview to audio record and/or otherwise record the Class I or Class II interview but must advise the employee that the interview is being recorded. The County and the Union agree that the Advice of Administrative Interview attached to this Agreement (Addendum D) shall be provided to the subject or witness

employees in all Administrative Interviews.

2.07c(5)ii Class II Investigation Interviews. Class II investigations are generally not audio recorded but will be audio recorded at the request of either party. In a Class II interview should one party object to the use of an audio recording then a transcript shall be made and be the only official record. Class II transcription expenses shall be at the expense of the requesting party.

2.07c(5)iii Recording Device. There shall be only one audio recording device used at the interview and all audio recordings shall be the sole responsibility of the County.

2.07c(5)iv Non-employee Witnesses. To the extent possible, the County will record non-employee witness interviews.

2.07c(5)v Union Representation. Any employee is entitled to Union representation in an interview at the employee's request.

2.07d Length of Investigation and Access to Investigatory File. Disciplinary investigations, including the review and approval of the investigative report(s) by the Sheriff, shall not exceed ninety (90) calendar days. The County shall endeavor to complete the investigation prior to the expiration of ninety (90) days, however, the County reserves the right to extend the investigation timeline in section 2.07d(1) (Extension of Timeline).

Within the ninety (90) calendar day time frame:

1. Notification of investigation shall be made to the employee within fifteen (15) calendar days as outlined in section 2.07a (Due Process).
2. Upon the determination by the Sheriff that the investigation is satisfactorily complete, the employee will be notified in writing of:
 - a. Any intent to impose discipline and discipline contemplated;
 - b. If discipline is to be imposed, the date and time when a pre-disciplinary hearing will be held;
 - c. The Sheriff reserves the right to modify the initial determination as to the extent of discipline contemplated after a pre-disciplinary hearing.

2.07d(1) Extension of Timeline. The length of an investigation may be extended where reasonably necessary by notice to and mutual agreement of the Union. The Union may not unreasonably withhold their agreement to extend the investigatory timeline. A request for extension must include the reason for the request and a reasonable number of days which does not prohibit the County from a reasonable request for additional extensions. Request for extensions shall not apply to notification of the investigation (section 2.07a – Due Process).

2.07d(2) Suspension of Timeline. If an employee is investigated for suspicion of committing a criminal act, the Sheriff may suspend the investigative timeline upon notification of the Union of the criminal investigation. The investigatory timeline may be

suspended until a determination is made by the prosecuting authority on the underlying allegations. If the employee is subjected to criminal prosecution, the investigative timeline may be suspended until adjudication of the allegations is completed. When the investigation is recommenced, the timeline shall start at the same point it was suspended.

2.07e Determination of Discipline. Any discipline to be taken as a result of the investigation shall be announced in writing within fifteen (15) calendar days after completion of the investigation, a copy of which will be served upon the Union.

2.07f Media Access. Without their express consent, employees under investigation shall not be subjected to visits by the press or other news media, nor shall the home address or photograph of the employee be given to the press or other news media unless ordered by the Courts or required by law.

2.07g Access to Investigatory File. When an investigation is concluded by the Sheriff, and where discipline is contemplated by the Sheriff, the employee shall be afforded the opportunity to read the investigatory file, the conclusions reached, and any recommendations made, before official action is taken by the Sheriff. The Union shall be afforded an opportunity to review and copy the file. Upon notice to the Union, the County may withhold from the employee information from, and the identity of, confidential informants and other witnesses which the County does not intend to rely; however such information shall be made available upon request of the Union for review on the same basis as if a public record request would be satisfied at the conclusion of the investigation. If there is discipline issued, and the parties disagree as to the exculpatory nature of the evidence, it will be presented *in camera* through the grievance process to the Arbitrator.

2.08 Personnel File. Employee's personnel file(s) shall be open for review by the employee provided that employees shall not have the right to review psychological evaluations, polygraph results, supervisor's notes prepared for the purpose of preparing employee's evaluations, medical records, pre-appointment interview forms or applicant background investigation documents. Employees shall be provided a copy of any material not excluded above that is placed in their personnel file at the time of submission. Employees must acknowledge receipt by signing for their copy. Employees may submit a written response, rebuttal or explanation to be included with any submission. All material, once submitted, remains a part of the permanent personnel file. The personnel file shall be considered the official record of an employee's service. Employees shall be provided a copy of all material in their personnel file, upon request and except as noted above, shall have the right to attach statements in rebuttal or explanation.

2.09 Advance Notice of Public Disclosure Request. The County shall provide the employee at least seventy-two (72) hours (three business days) advance notice prior to releasing any personnel record information (including internal investigation files) to be provided through the Sheriff's Office in response to a Public Disclosure request, discovery request, or subpoena duces tecum unless specifically mandated by law.

ARTICLE 3 - WORK SCHEDULE

3.01 Shifts. Standardized shifts shall be established by the Sheriff on an eight- or twelve-hour basis. For eight-hour shifts, all time worked over the eight (8) hours in any one (1) shift or over forty (40) hours in any one (1) work week shall be paid for at the rate of time and one-half the regular rate of pay. For twelve-hour shifts, overtime shall be as herein provided below.

3.01a Alternative Shift Schedules. Shift schedules may be modified by mutual agreement between the County and the Union. Other workweeks, including four (4), 10-hour days, in rotation may be utilized. In those instances, all time worked over the scheduled shift in any one (1) shift or over forty (40) hours in any one (1) work week shall be paid for at the rate of time and one-half the regular rate of pay, except for 12-hour shifts. Provided, however; the County may propose alternative schedules during the term of this agreement. The Sheriff's Office may make an emergency change to an established shift upon notice to the Union. In the event the Sheriff determines it is not practical to safely or efficiently provide services on an alternative shift schedule, the Sheriff may elect to revert to a 5-day/8-hour schedule as circumstances require.

3.01b Work Week. The work week for Fair Labor Standards Act purposes is established as beginning 12:00 a.m. Sunday through 11:59 p.m. the following Saturday.

3.01c Swing Shift Premium. Swing shift premium was eliminated as a separate compensation item in 2007 and was added to the base wage where it shall be increased automatically as future wage increases occur. The Parties agree for comparability purposes, this collective bargaining agreement provides such premium to employees as an element of wages.

3.01d 12-Hour Shift. Deputies employed on a 12-hour shift schedule shall have work hours counted according to the 7(k) exemption under the Fair Labor Standards Act for the purpose of determining when overtime compensation is due. An employee must have in excess of 171 straight-time **worked** hours in a twenty-eight (28) day work cycle in order to receive overtime pay unless overtime is otherwise specifically required by section 3.04e (Mandatory Overtime). All overtime requires appropriate authorization.

3.01e Work Breaks. Deputies are employed in activities that may preclude the observance of routine meal and/or break periods. It is agreed that statutory meal and break requirements shall be satisfied by deputy observance of meal and breaks as their assignments permit or as assigned during any fully compensated work period. Employees will be allowed one meal break of thirty minutes and break periods of no more than fifteen minutes with two break periods during an 8-hour shift and three break periods during a 12-hour shift.

3.02 Staffing Imperatives. The Parties recognize there are staffing requirements necessitated by staffing imperatives (i.e.: the nature of Jail operations) which must be addressed efficiently and where individual skills, abilities and/or qualifications of employees must supersede employee choice of assignment by seniority. Where an assignment necessitates a bona-fide occupational skill, ability or qualification, it is agreed the process shall

be that within the group of employees with the required skills, abilities or qualifications, senior employees will be offered the assignment and junior employees required to assume the assignment when there are insufficient senior employees accepting such assignments.

3.02a Shift Bidding. Consistent with section 3.02 (Staffing Imperatives), the following procedure shall apply:

1. **Rules.** Rules regarding the bidding process will be established by mutual agreement between the County and the Union no later than May 31st of each year.
2. **Bid Timing/Facility Choice.** By July 10 of each year a shift bid schedule for adult correctional facilities shall be posted (including electronic bulletin boards and/or email). Deputies shall have the right to bid facility and shift by seniority for the following calendar year. Deputies shall make every effort to place their bid in twenty-four (24) hours, but in no case more than forty-eight (48) hours.
3. **Shift Bid.** The making of a shift bid is defined as the bidding deputy placing his/her name on the shift bid sheet provided. Once the deputy's name is on the bid sheet, he/she cannot change the bid, provided no one shall be skipped unless they have been personally notified by the shift or administrative sergeant it is their turn to bid.

Absent During Bidding. Deputies who know, or reasonably should know, that they will be absent when it is their turn to bid shall make a reasonable effort to be available. Upon timely request, an updated bid shall be emailed to the requesting deputy. If unavailable, a deputy may leave their bid preferences in writing with the appropriate sergeant.

Skipped Deputies. If any deputy is skipped, the bid will continue to subsequent deputies until the skipped deputy notifies the shift or administrative sergeant of his/her bid; which shall be limited to then available shifts, without bumping.

4. **Bid Limits.** A shift bid period shall be defined as being of three (3) months duration. Corrections deputies shall not bid the same shift more than two (2) times consecutively.
5. **Vacation Bid.** The first vacation bid shall be at the same time as shift bidding pursuant to section 5.03 (Vacation Bidding).
6. **Revised Schedule.** In the event subsequent bids become necessary because of a change to the schedule by the Sheriff's Office, the Sheriff's Office shall afford not less than thirty (30) days for deputies to bid on a revised schedule.
7. **Temporary Assignment.** The parties agree that deputies may be temporarily assigned to another shift to maintain appropriate staffing, facilitate training or for monitoring of performance.
8. **Return from Temporary Assignment.** Consistent with section 3.02, deputies being pulled or assigned (off bid) to another facility to maintain appropriate staffing shall have the option to return to the deputy's original bid facility or assignment. The deputy being ordered in will replace the deputy that was pulled or assigned off bid; thus allowing the affected deputy to return to their original bid shift or assignment.

9. Sergeants. Corrections Sergeants shall rotate shifts among themselves.

3.02b Vacant Bid. Any newly created or vacant bid shall be posted for seven (7) calendar days for bid by seniority among the deputies within that shift. If no one within the shift bids the newly created or vacant bid, it will then be offered to deputies holding a floater assignment. Once the new or vacant bid has been filled, any resulting bid vacancy may be filled by decision of the Chief of Corrections or non-bargaining unit designee.

3.02c Probationary Deputies. Probationers may be assigned shifts of at least a week's duration by the administration and may not bid for shifts until the completion of their probation period. The County will make a good-faith effort to give probationary deputies thirty (30) days' notice of work schedule after completion of their FTO period, but the probationary employee may be assigned to a different work schedule as business needs dictate. Normally, probationary deputies will not be assigned Friday-Saturday or Saturday-Sunday as their days off, except when replacing an absent deputy.

3.02d Shift Exchanges. Shift exchanges are voluntary on the affected deputy's part. Deputies wishing to exchange a shift must complete the appropriate form and obtain appropriate authorization. Failure to show up for a shift exchange will result in revocation of the privilege to exchange shifts for up to one year and the time is required to be made up as staffing dictates. Shift trades cannot cause an adverse impact with unreasonably extended work hours. It is understood by both parties that per the FLSA, no overtime liability will be incurred by the County when deputies voluntarily exchange shifts. Probationary deputies are not allowed to exchange shifts except with prior approval of his/her supervisor. Such shift exchanges shall not result in a deputy working the same shift for more than two (2) consecutive three (3) month periods.

3.02e Shift Change – Overtime compensation shall not be paid when two shifts are worked in one twenty-four (24)-hour period due to a shift change.

3.03 Overtime Definitions. Overtime and various categories/expectations of overtime are defined as follows:

- **Overtime** – shall be paid at the rate of time and one-half of a deputy's regular straight-time hourly rate of pay in fifteen minute increments determined, on 7 ½ minutes worked.
- **Hold-over** – is authorized overtime as an extension (holdover) of a shift for the completion of an assignment, meeting coverage or related tasks that could not be completed during the normal course of work or due to a delay in relief. Except in case of emergency, 12-hour shift deputies will not be held over more than four (4) hours.
- **Order in** – is a type of mandatory overtime, including off-duty court appearances when a deputy is required to work when he/she would regularly be scheduled off-duty and does not include holdover.
- **Voluntary Overtime** – is overtime worked by mutual agreement or as provided in section 3.04a (Overtime Selection List).

- **Overtime Authorization** – All overtime must be authorized in advance consistent with Sheriff's Office and/or County policy.

3.03a Minimum Overtime Between Shifts. Deputies shall be guaranteed two (2) hours pay at the overtime rate when called back or ordered in between shifts.

3.03b Hold-Over Overtime. Hold-over is generally completed in two (2) hours or less. If work extends beyond two (2) hours, the deputy will be paid the actual hours on duty at the overtime rate and the time will be considered an Order in for the purposes of "Order-In" rotation tracking.

3.03c Minimum Overtime on Regular Days Off. Deputies shall be guaranteed four (4) hours pay at the overtime rate when ordered in or working voluntary overtime. If work extends beyond four (4) hours, the deputy will be paid the actual hours on duty at the overtime rate. Regular days off are defined as the time between the last on-duty hour following completion of a deputy's shift schedule until the first on-duty hour starting the deputy's next shift schedule.

3.03d Minimum Overtime During Vacation. Deputies shall be guaranteed eight (8) hours at the overtime rate of plus their normal salary (20 hours of straight time) if ordered in during scheduled vacation time. The deputy shall not be charged for the vacation day. Vacation is defined as the time between the end of the last on-duty hour of the shift scheduled prior to commencement of the vacation and the first on-duty hour starting the deputy's next scheduled shift following the vacation. Days off in conjunction with vacation, at the beginning or end of the vacation shall be treated as vacation days and paid as such under this subsection. While on vacation, a deputy shall have the right to bid on overtime, providing the deputy accepts the normal overtime rate without replacement of the vacation day.

3.03d(1) Vacation Overtime Authorization. In order to be paid for an order in during vacation, at the rate outlined in section 3.03d (Minimum Overtime During Vacation) above, including subpoena responses or nonrefundable loss, the call back must have been authorized in advance by the Sheriff, Undersheriff, Chief of Corrections, Jail Lieutenant or Duty Staff Officer.

3.03d(2) Nonrefundable Loss. In the event a deputy's vacation or regularly scheduled time off is canceled or modified because he/she is required to return to work after having notified the supervisor that he/she will suffer a nonrefundable out-of-pocket loss, and as a consequence the deputy suffers such a loss, the deputy shall be made whole for any such documented loss.

3.04 Equal Opportunity for Overtime. Overtime opportunities will be afforded as equally as possible within two major groups, Corrections Deputies and Corrections Sergeants. All overtime will be assigned through the Department and deputies will be paid the overtime rate as defined in this Agreement.

3.04a Overtime Selection List. Each group shall have a separate selection list. Corrections Sergeants or Deputies shall not replace each other unless the respective list has

been exhausted. Currently qualified Acting Sergeants will be given priority over other Deputies for Sergeant overtime. In case of emergency nothing in this Agreement shall limit any right of the Sheriff or designee to assign overtime directly to or call out deputies, notwithstanding their position on the list, or when assigned overtime or call out requires deputies to possess the required bona fide occupational skill, ability or qualification.

3.04b Overtime Posting. The Sheriff's Office will maintain a system of recording overtime worked by all members of the bargaining unit with a current posting on a bulletin board accessible to the deputies. The Sheriff's Office may comply with this section with a computer-based posting, accessible to deputies.

3.04c Voluntary Overtime Bidding. The Sheriff's Office will post voluntary overtime opportunities. Deputies will bid voluntary overtime at least 48 hours before the beginning of the shift, based on fewest overtime hours worked, then seniority; provided deputies who bid overtime must work bid overtime. The Sheriff's Office shall post a monthly list showing each deputy's respective number of overtime hours.

3.04c(1) Voluntary Overtime – 12-hour Shifts. The entirety of section 3.03 (Overtime Definitions) shall not apply to deputies on 12-hour shifts except they shall be paid overtime whenever such hours exceed 171 straight-time worked hours as provided in section 3.01d (12-Hour Shift).

3.04d Voluntary Short Notice (less than 48 hours) Non-Bid Overtime. Deputies may be afforded an opportunity to place their names on a list to accept short-notice voluntary non-bid overtime. Deputies signing this list shall indicate willingness to accept shifts at the Main Jail, Work Center, or both; and, shall be offered first opportunity for voluntary non-bid overtime, by seniority. This list will be rotated (*where the last offer stopped, the next person in seniority will be where the next offer starts*). Deputies who decline an overtime opportunity will be treated as if he/she had worked, for list rotation purposes. The total work time, including overtime, an individual Deputy shall be permitted to work, shall be limited to: no more than sixty-four (64) hours per week for Deputies assigned to an eight (8) hour per day work schedule, no more than seventy (70) hours per week for Deputies assigned to a ten (10) hour per day work schedule, and no more than one hundred twenty-eight (128) hours in a two (2) week period for Deputies assigned to a twelve (12) hour per day work schedule.

3.04d(1) Order-In Scheduling. Once a Deputy has reached their total work time maximum (cap) based on the Deputy's assigned daily work schedule (8, 10, or 12 hours per day), those overtime hours will count towards any order-in scheduling, placing the Deputy at the bottom of the order-in list.

3.04d(2) No Volunteers. Absent volunteers on the list described above, the Sheriff's Office will call Deputies for voluntary non-bid overtime based on their seniority, provided, the list of Deputies will be rotated (*where the last callout stopped, the next person in seniority starts the next callout*) so as to give each Deputy an equal opportunity to accept overtime work.

3.04e Mandatory Overtime. Mandatory overtime shall be paid at the overtime rate including deputies on 12-hour shifts, irrespective of section 3.01d (12-Hour Shift). Main Jail Corrections Deputies, Work Center Corrections Deputies, and Sergeants will have separate order-in logs. When possible, mandatory overtime shifts will be assigned 48 hours in advance of the shift. Generally, mandatory overtime will be site specific; provided nothing in this section precludes employees from one facility being ordered in to work at another facility if minimum staffing cannot be maintained without such action, or in the case of an emergency. Sergeants, or their designee in emergency situations, will call deputies for mandatory overtime based on criteria listed below provided the call out resumes where the last call out stopped.

3.04e(1) Multiple Shifts. When multiple shifts must be filled, the first deputy on the order-in log, using the criteria below, will be given the choice of the available order-in shifts; then the next deputy on the order-in log will be given the choice of the remaining shifts, and so on, until all available shifts are filled.

3.04e(2) Order In Criteria. The following criteria will be used when ordering deputies in to work:

- date last ordered to work mandatory overtime with oldest date called first
- special circumstances/deputy qualification (such as driving requirements, shift exchanges and general safety issues)
- deputies will only be ordered in on their weekend as a last priority or in an emergency
- the order in will generally be no longer than 4 hours

3.04f Extended Overtime. Deputies required to work on overtime (includes special duty) for an extended period shall be entitled to a minimum of eight (8) hours' time off before returning to duty.

3.05 Extended Shifts. Deputies who are required to work extended shifts of more than sixteen (16) consecutive hours, shall be paid for a designated "period of sleep" if in the facility, on duty and available for immediate response.

3.06 Compensatory Time. Employees earning overtime may elect to accrue such time to a compensatory time bank in lieu of overtime pay. The compensatory time bank use shall be capped at eighty (80) regular-time hours per calendar year. The compensatory time bank shall not exceed eighty (80) hours at any one time. The Sheriff shall pre-approve the days on which compensatory time will be taken, upon consideration of staffing needs. Compensatory time requests shall be submitted at least seven (7) calendar days before the date requested for use. Any denial shall be returned to the employee with an explanation for the denial within five (5) calendar days of receipt. Employees may cash out their compensatory time at any time throughout the year. The employer shall cash out all unscheduled compensatory time, as accrued on November 30 of each year, and such payment shall be made by December 31. Employees shall be paid their accrued compensatory time upon separation from County employment.

3.06a Compensatory Time Accrual/Usage Military Exception. Employees receiving orders of deployment (including mobilization) as defined by USERRA may use and

accrue more than eighty (80) hours of compensatory time as approved by the Sheriff. Requests to extend and use accruals beyond the eighty (80) hour cap may be approved by the Sheriff on a case-by-case basis.

ARTICLE 4 – HOLIDAYS

4.01 Eligibility Criteria. Deputies shall be entitled to accrue time in lieu of holidays only when the holiday is in a month for which the deputy receives compensation. Compensation is defined as payment of wages for work performed, vacation or accrued sick leave, or income for industrial injury not to exceed twelve months; provided that said work, vacation and/or paid leave must equal or exceed payment for eighty (80) hours in a calendar month. Deputies working less than an assigned eight-hour schedule shall receive holiday pay based on their budgeted full-time equivalency.

4.01a Eligibility if on Payroll on 6/15/94. Deputies on the payroll on June 15, 1994, will remain subject to the eligibility requirement of 50 compensated hours.

4.02 Accrual and Bidding of Holidays. All Corrections Deputies and Corrections Sergeants shall receive in lieu of holidays, 7.34 hours per eligible month up to 88 hours (11 days @ 8 hours). These days shall be scheduled as vacation consistent with section 5.03 (Vacation Bidding) except as noted below. Holiday hours accrued in the current year are available to be scheduled in the current year.

4.02a Specialized Units. Alternative Corrections, and the Jail Transport Units shall bid as vacation three holidays (Thanksgiving, Day before Christmas and Christmas Day on the day the County observes these holidays) and Classification shall bid these three holidays as vacation on the actual holiday if it is a normally scheduled workday consistent with section 5.03 (Vacation Bidding).

4.02b 12-Hour Shift. In the event the Sheriff's Office needs to make staff reductions in the Jail or Work Center and gives notice prior to shift bidding in section 3.02a (Shift Bidding) that holidays shall be paid for, in lieu of accruing time, then the following January all deputies assigned to work a 12-hour shift on a continuing basis shall receive, 7.34 hours payment each month in lieu of holiday accruals per eligibility criteria in section 4.01 (Eligibility Criteria).

4.03 Pay on Designated Holidays. Deputies who work on Memorial Day, Veteran's Day, Thanksgiving, the day after Thanksgiving, the day before Christmas or Christmas Day (based on the actual holiday, not the County-observed holiday) will be paid at the overtime rate for all hours worked each of those days between 12:00 a.m. and 11:59 p.m., regardless of hours worked per section 3.01c (Swing Shift Premium). There shall be no compounding or pyramiding of overtime rates.

4.04 Personal Holiday. Each deputy shall receive one (1) personal holiday (eight hours) each calendar year. The personal holiday must be taken during the year and cannot be cashed out upon separation. No deputy shall be eligible to receive the personal holiday until after completion of three (3) months of employment.

4.04a Personal Holiday Scheduling. Stipulations to the above policy are as follows:

- **Staffing Requirements.** A personal holiday request may not create a conflict with facility staffing requirements nor result in known overtime.
- **Request Timing.** Deputies must request use of a personal holiday at least two (2) weeks in advance of the requested day off.
- **Response Timing.** The Sheriff's Office shall provide a response no later than seven (7) calendar days from the date of request and such request will not be unreasonably denied.

ARTICLE 5 - VACATION

5.01 Vacation Accrual.

5.01a Vacation Accrual Rate. Eligible deputies shall accrue vacation on a calendar month basis. The amount of vacation earned for each calendar month shall be determined by the number of years of continuous service completed by the deputy immediately prior to the commencement of the calendar month in accordance with the following chart:

During the following years of service	Hours of vacation per month	Hours of Holiday per month	Total Monthly Accrual
0 – 1	6.67	7.34	14.01
2	7.34	7.34	14.68
3	8.00	7.34	15.34
4	10.00	7.34	17.34
5,6,7	11.34	7.34	18.68
8,9	12.00	7.34	19.34
10	13.34	7.34	20.68
11	14.00	7.34	21.34
12	14.67	7.34	22.01
13	15.34	7.34	22.68
14	16.00	7.34	23.34
15	16.67	7.34	24.01

5.01b Scheduling. Vacation hours accrued in one year must be scheduled in accordance with sections 5.03 (Vacation Bidding) and 5.04 (Vacating Bidding Limits) and used no later than January 7 in the subsequent year.

5.01c Eligibility Criteria. To be eligible to accrue vacation as provided herein, deputies must receive compensation each month. The term compensation as used herein is defined to be payment of wages for work performed, vacation, accrued sick leave, or other paid leave; provided that said work, vacation and/or paid leave must equal or exceed payment for eighty (80) hours in a calendar month. Income resulting from an industrial injury to a maximum of twelve (12) months from the date of the injury shall also be credited as compensation.

5.01c(1) Eligibility if on Payroll on 6/15/94. Deputies on the payroll on June 15, 1994, will remain subject to the eligibility requirement of 50 compensated hours.

5.01d Monthly Vacation Accrual Anniversary Date. For deputies hired on or after June 15, 1994, the deputy's anniversary date will be used for vacation accrual purposes.

5.01d(1) Hired Prior to June 15, 1994. The monthly vacation accrual for deputies hired prior to June 15, 1994, will be based on the years of service they would have been given credit for on January 1, 1994, had the annual vacation accrual schedule remained in effect. January 1 will be the anniversary date for future vacation accrual for deputies hired prior to June 15, 1994.

5.02 Termination Cashout. When a deputy leaves employment with the County for any reason, such deputy will be paid for any unused vacation accrued to the date of termination at the appropriate schedule (see section 5.01a – Vacation Accrual Rate) for the years of service completed. Deputies who terminate or are terminated from County employment within six (6) months of their employment date shall not receive pro-rated vacation pay. Lump sum cashout of accruals upon termination of employment is not considered compensable hours for any purpose of eligibility or contribution pursuant to Section 6.1 (Eligibility Criteria).

5.03 Vacation Bidding. During the month of July of each year, in conjunction with shift bidding (section 3.02a – Shift Bidding), a vacation chart shall be posted by the Sheriff's Office for the following year. Deputies assigned to the Main Jail, Transport and Classification, Alternative Corrections, and the Work Center facility will bid on a separate vacation chart. The vacation charts must be completed by December 15th.

5.03a Bidding Limits.

Main Jail –

- No more than four (4) Corrections Deputies may bid for the same vacation period.
- No more than two (2) Sergeants, who must have different days off, may bid for the same vacation period.

Work Center – No more than two Corrections Deputies may bid for the same vacation period.

Special Assignments (Transport, Classification and Alternative Corrections) – No more than one deputy may bid for the same vacation period per special assignment area.

5.03b First Selection. Deputies shall bid for vacation periods per section 5.04 (Vacation Bidding Limits) as follows: Each individual, in seniority order, shall select their first two weeks of vacation time in a minimum of one-week and a maximum of two-week blocks, which need not be scheduled consecutively. Deputies shall make every effort to place their bid in twenty-four (24) hours, but in no case more than forty-eight (48) hours to make their bid, provided no one shall be skipped unless they have been personally notified by the shift or

administrative sergeant it is their turn to bid. If any deputy is skipped, the bid will continue to subsequent deputies until the skipped deputy notifies the shift or administrative sergeants of his/her bid which shall be limited to then available shifts without bumping. Deputies who know, or reasonably should know that they will be absent when it is their turn to bid, shall make a reasonable effort to be available. Upon timely request, an updated bid shall be emailed to the requesting deputy. Deputies who know, or reasonably should know they will be absent when it is their turn to bid shall make a reasonable effort to be available. If unavailable, a deputy may leave their bid preference in writing with the appropriate sergeant.

5.03c Second and Subsequent Selections. Following the first vacation selection a similar bid selection shall be held for individuals entitled to more than two weeks and a third and fourth bid, if necessary, for those entitled to more than four weeks shall be held. It is understood that the subsequent bids shall not displace selections made during prior bidding periods.

5.03d Definition. The making of a vacation bid is defined as the bidding deputy placing his/her name on the vacation bid sheet provided. Once the deputy's name is on the bid sheet he/she cannot change the bid.

5.03e Probationary Deputies. Probationary deputies hired after the annual vacation bid process shall submit written leave requests for open vacation slots using accrued leave or holidays.

5.03f Vacation Bid Weeks Trading. When vacation bidding is completed, deputies may trade bid weeks with the approval of the Sheriff's Office. Such trades shall not be unreasonably denied by the Sheriff's Office. Written requests must be submitted 30 days prior to the vacation commencing.

5.03g Vacated Vacation Week(s). Any existing vacation bid week(s) shall be considered vacated on the day after an employee's last day of employment. All vacated vacation week(s) shall be made available by seniority upon written request by the employee as outlined in this section.

1. The requesting employee must have forty (40) hours of unused/unallocated vacation hours available.
2. The employee must make a written request within fourteen (14) days of such vacated weeks first becoming available.
3. The supervisor must reply within sixteen (16) days after receipt of the written request. Decisions are subject to staffing and overtime considerations.

5.03g(1) Remaining Vacated Vacation Week(s) Available for Trade. In the event any vacated vacation weeks remain after completion of the process in Article 5.03g, those available weeks shall be made available for trade on a first come/first served basis in accordance with Article 5.03f.

5.04 Vacation Bidding Limits. Total hours which may be bid include the anticipated current year's accrued vacation under section 5.01a (Vacation Accrual Rate), and anticipated vacation which will be carried over (including any anticipated unused current year's accrued holiday hours per section 4.02 - Accrual and Bidding of Holidays), and vacation bonus pursuant to section 7.03 (Bonus Days). No deputy can take vacation unless the hours have been accrued and are available. Vacation is accrued in the current year and available the following year.

5.05 Deputies Working Less Than 1.0 FTE. Deputies working less than an eight-hour schedule shall accrue vacation benefits based on their currently assigned, but no more than their budgeted full-time equivalency.

5.06 Vacation Carryover. Deputies shall be allowed to carry over up to two hundred and forty (240) hours of vacation from one year to the next. Up to forty (40) hours of unused vacation in excess of 240 hours that cannot be used by January 7 due to operational needs shall be cashed out upon request. Such request must be submitted no later than November 30 of that year. Vacation hours in excess of 240 hours as of January 8 shall be forfeited.

5.07 Floaters. Up to 40 hours of vacation may be excluded from bidding to be "floated," with the requirement that any floater must be scheduled on approval of his/her Lieutenant with no additional overtime costs incurred. The parties recognize there may be periods identified on shift schedules where special staffing needs will require that floating days off and days available for changes to a bid vacation may be limited or excluded.

ARTICLE 6 - HEALTH & WELFARE

6.01 Eligibility Criteria. The County agrees to make contributions into the Teamsters Benefit Trust Funds, in order to provide the benefits outlined in the following sections of this Article on behalf of all employees covered by this Agreement who are regularly scheduled to work and compensated at least eighty (80) hours per month. Eligibility and contributions for employees newly employed with the County begins on the first of the month following eighty (80) compensated hours in one (1) calendar month of employment. The County obligation shall not exceed an initial two (2) months of contribution to establish coverage under Washington Teamsters Welfare Trust Plans. The term compensation as used herein is defined to be payment of wages for work performed, vacation, accrued sick leave, or other paid leave or income resulting from industrial injury not to exceed twelve (12) months from the date of injury; provided that said work, vacation and/or paid leave must equal or exceed payment for eighty (80) hours in a calendar month. Compensation earned in one (1) month provides benefit coverage pursuant to the Trust. Lump sum cashout of accruals upon termination of employment is not considered compensable hours for any purpose of eligibility or contribution. Benefits shall include the employee, spouse and dependent children in accordance with the Washington Teamsters Welfare Trust Plans.

6.01b Eligibility if on Payroll on 6/15/94. Deputies on the payroll on June 15, 1994, will remain subject to the eligibility requirement of 50 compensated hours.

6.02 Trust Terms. The County agrees to be bound by the terms of the Trustees of the Trust Funds as required by Section 6.01.

6.03 Health & Welfare. The County agrees to make monthly contributions towards the following plans:

- a) **Medical.** – Washington Teamster Welfare Trust Plan “B”.
- b) **Dental.** – Washington Teamsters Welfare Trust Dental Plan “B”.
- c) **Vision.** – Washington Teamsters Welfare Trust Extended Benefit Plan.
- d) **Life.** – Life insurance through a carrier to be selected by the County for \$50,000.
- e) **Waiver of Contributions.** – Washington Teamsters Welfare Trust Employee 9-month Disability Waiver of Contributions Extension.
- f) **Plan D Time Loss** – Washington Teamsters Welfare Trust Employee \$100 per week time loss.

6.04 Maintenance of Benefits

6.04a Medical Contributions

6.04a(1) County Contribution. The County shall pay \$1,232.50 per month for plan year 2019 to fund the Washington Teamster Welfare Trust Plan “B” and optional Plan “D” Time Loss Plan.

For plan year 2020, the County shall pay \$1,271.00 per month to fund the Washington Teamster Welfare Trust Plan “B” and optional Plan “D” Time Loss Plan.

In the absence of a successor agreement at the end of 2020, for plan year 2021, the County shall pay up to \$1334.00 per month, or the actual cost, whichever is less, to fund the Washington Teamster Welfare Trust Plan “B” and optional Plan “D” Time Loss Plan. There shall be no dynamic status quo increase to the County’s contribution rate beyond 2021. In the absence of a successor agreement at the end of 2021, the County shall continue to pay up to \$1,334.00 per month for plan year 2022 and beyond until a successor labor agreement is negotiated.

6.04a(2) Employee Contribution. Should funds designated in section 6.04a(1) (County Contribution) not be adequate to cover the full contribution for Medical Plan B and the optional Time Loss Plan D, payment via payroll deductions in the amount needed to fully fund the contribution for both Medical Plan B and Time Loss Plan D shall be the obligation of the employee. Any employee obligation shall be satisfied through payroll deduction utilizing the Flex 125 program. The Union may give the County 60 days’ notice to drop Time Loss Plan D to reduce the amount of any employee obligation.

6.04a(3) Employee Failure to Make Contributions During Absence. In the event an employee is a beneficiary of section 6.03 Health & Welfare without compensable

hours, and the employee has not written a check to reimburse the County per section 6.04a(2) during their absence, such amount shall be repaid to the County as provided in 6.04a(2).

6.04b Dental, Vision, Life, and Waiver of Contribution. The County agrees to pay the appropriate monthly contribution amount necessary to provide the benefits listed in sections 6.03 b), c), d), and e) (Dental, Vision, Life and Waiver of Contributions) during the life of this Agreement.

6.05 Non-Trust Plans. The County agrees that all information regarding provisions and costs of plans not covered by Teamsters through Federal Taft Hartley Trust Funds shall be made available to the Union within one (1) calendar month of written request from the Union.

6.06 Flex 125. All bargaining unit employees are eligible to enroll in the County's Flexible Spending Account Plan (Flex 125).

6.07 Medical Advisory Committee. When the County convenes the Medical Advisory Committee, a union representative and one (1) bargaining unit member, designated by the union, shall be afforded the opportunity to attend.

6.08 Retirement Health Savings Plan. The County agrees to make available to bargaining unit members a Retirement Health Savings Plan as provided by the County and in accordance with and as allowed by IRS regulations.

6.09 Re-Opener. Upon 30 days' notice to the County, the Union may open the provisions of this Article 6 (Health & Welfare Benefits) for the purposes of substituting alternative benefit plans or programs for the ones contained in this Article 6 (Health & Welfare). It is agreed that the County shall not incur any additional cost or liability either directly or indirectly by virtue of any substitution of plan or program. Except for the foregoing limit on County liability and cost, the County will not unreasonably withhold its agreement.

ARTICLE 7 - SICK LEAVE

7.01 Sick Leave Usage. Employees may use sick leave for absences due to illness (mental or physical), injury, health condition, preventive care, and for any other reason in accordance with the law. An employee may also use sick leave to care for the child of the employee, a dependent child as defined by law, spouse, State registered domestic partner, registered spousal equivalent (40 hour maximum if registered with an affidavit provided by Human Resources before leave is taken), parent, parent-in-law or grandparent or any other family member as defined by law (RCW 49.46.210). Sick leave may also be used for absences due to domestic violence, sexual assault or stalking (RCW 49.76.030). New hires may begin using sick leave once accrued.

7.02 Eligibility Criteria and Accrual Rate. Cumulative sick leave shall accrue to each deputy covered by this Agreement who has completed one (1) month of employment of eighty (80) compensated hours for a calendar month, in the amount of one (1) day, not to exceed eight (8) hours, for each month of employment to a maximum of nine hundred and sixty (960) hours. Deputies working less than an assigned eight-hour schedule shall accrue sick

leave benefits based on their currently assigned, budgeted full-time equivalency. To be eligible to accrue sick leave as provided herein, deputies must receive compensation each month. The term compensation as used herein is defined to be payment of wages for work performed, vacation, accrued sick leave, or other paid leave. Employees must be compensated for eighty (80) hours in a calendar month to receive sick leave accruals as outlined above. In no instance shall sick leave accrue at a rate of less than one (1) hour for every forty (40) hours worked. Income resulting from an industrial injury to a maximum of twelve (12) months from the date of the injury shall also be credited as compensation.

7.02a Eligibility if on Payroll on 6/15/94. Deputies on the payroll on June 15, 1994, will remain subject to the eligibility requirement of 50 compensated hours.

7.02b Order of Accrual Usage. In general, eight hours of sick leave is accrued each month even if a deputy has accrued the maximum sick leave permitted under a union contract.

7.03 Bonus Days. A deputy having accrued seventy-five (75) days (600 hours) of sick leave on December 31 of any year shall receive an additional five (5) days (40 hours) of vacation to be used in the following calendar year. The additional days will be added to the vacation bank on January 8 of the following year in which they were earned.

7.04 Termination Cashout. Any deputy with three (3) or more years of employment with the County shall be entitled to cash upon termination in the amount of twenty-five percent (25%) of their sick leave bank at the time of termination. Lump sum cashout of accruals upon termination of employment is not considered compensable hours for any purpose of eligibility or contribution pursuant to Section 6.01 (Eligibility Criteria).

A deputy hired before September 1, 1988 shall be entitled to cash upon termination in the amount of fifty percent (50%) of their sick leave bank at the time of termination.

7.04a Notification and Application. Deputies must give at least thirty (30) days' notice prior to termination. Termination cashout of sick leave shall not apply to any deputy terminated for cause.

7.05 Verification. For absences exceeding three (3) consecutive work days, the County may request an employee provide verification that the use of paid sick leave is for an authorized purpose and the employee shall provide verification to the County's Human Resource Division no later than ten (10) work days following the date the request was made. Such requests shall be in accordance with RCW 49.46.210. Verification for domestic violence leave will be pursuant to applicable law. (WAC 296-135-070)

7.06 Layoff. Sick leave shall continue to accrue during periods of approved paid leaves of absence only, and during periods of illness. If a deputy is on layoff, sick leave shall not accrue during such layoff; however, upon return to work, the sick leave accrual remaining after cashout at the time of layoff, shall be made available to the deputy and additional days shall accrue from the first month the deputy returns to work.

7.07 Accrual Deduction. A deputy's sick leave bank may be reduced by the number of hours absent from work for the reasons set forth in sections 7.01 (Sick Leave Usage), 7.08 (Maternity or Disability Leave), or as provided under the law.

7.08 Maternity or Disability Leave. Sick leave shall include time off for maternity or disability leave. In the event sick leave is exhausted before the deputy returns to work, any vacation or other paid leave which has accrued must be utilized before approval of any leave without pay is considered by the County except for leaves falling under the federal Family and Medical Leave Act or other applicable law.

7.09 Notification to Supervisor. It is the employee's responsibility to provide reasonable notice to his/her supervisor of their inability to work prior to the beginning of the shift or as early as practicable.

7.10 Leave Sharing. Employees may voluntarily donate up to a maximum of twenty-four (24) hours of sick leave accruals and up to twenty-four (24) hours of vacation leave accruals each year to employees eligible to receive leave donations under the County's Leave Sharing Program.

7.11 On-Duty Assault. In the case of a documented on-duty assault, a deputy with a Workers' Compensation injury shall suffer no loss in wages or reduction in his/her sick leave bank for the first three days (one day = normally scheduled shift for days off) following the assault.

ARTICLE 8 – FAMILY AND MEDICAL LEAVE

The County agrees to provide unpaid leave to any eligible deputy covered by this Agreement, consistent with the Washington State Family Leave Laws and the Federal Family and Medical Leave Act. Deputies are not required to use accrued vacation time, personal holiday, compensatory time or sick leave before commencing unpaid family leave, except an employee who has previously used twelve (12) weeks of unpaid FMLA will use all allowed accrued vacation, and personal holiday time before beginning unpaid leave.

ARTICLE 9 - JURY DUTY

When a regular deputy covered by this Agreement is called upon for jury service in any municipal, county, state or federal court, the deputy shall advise the department head upon receipt of such call and if taken from work for such service, shall be reimbursed as provided herein for any loss in wages while performing such service; PROVIDED, that there shall be deducted from the wages of such deputy an amount equal to the amount such deputy received for jury duty.

ARTICLE 10 - BEREAVEMENT LEAVE

If a deputy suffers a death in the immediate family, the deputy shall be allowed not more than five (5) days (not to exceed forty (40) hours) off without loss in pay for bereavement in the death of spouse, domestic partner, registered spousal equivalent, children, and parents,

including step-parents and step-children of the deputy and spouse and three (3) days off for other immediate family members. (Defined to be brothers, sisters, grandchildren or grandparents of either the deputy or the deputy's spouse.) Deputies must register their domestic partner with the State of Washington or spousal equivalent with Administrative Services – Human Resources on the appropriate form before being able to utilize bereavement leave. For the purposes of bereavement leave only, a “day” is defined as the number of hours a deputy is assigned to work for the requested days off.

ARTICLE 11 - INITIATION FEE AND DUES CHECKOFF

11.01 Authorization of Deductions. For individuals who certify in writing that they authorize such deductions, the County agrees to deduct Union initiation fees and monthly dues from the wages of employees who have authorized such deductions in writing. The payroll deduction will begin upon hire, or on the pay period following the receipt of the authorization form and deductions will remain in effect until written notification otherwise from the employee to the County and the Union. For record keeping purposes, each party will promptly forward a copy of the written notification withdrawing authorization to the other party. The County shall submit the monies to the Secretary-Treasurer of the General Teamsters' Local Union No. 231 together with a list of employees and amounts to be credited to their account.

11.02 Hold Harmless. The Union and each employee authorizing the assignment of wages for the payment of Union dues hereby indemnifies and holds the County harmless from all claims, demands, suits, or other forms of liability that may arise against the County for or on account of any deduction made from the wages of such employee.

11.03 New Bargaining Unit Members. The County will provide Union Business Representatives reasonable access to meet with new employees while on duty for up to thirty (30) minutes for the purpose of presenting information about the bargaining unit. This shall generally occur as close as possible to an employee's date of hire, but in no instance later than ninety (90) calendar days.

ARTICLE 12 – WORK ASSIGNMENTS AND NON-WAGE REIMBURSEMENTS AND PAYMENTS

12.01 Specialty Positions. At the discretion of the Sheriff, employees may be appointed to the following specialty positions: Range Deputy, Transport Coordinator, NW Transport Assigned, Crisis Response Team (CRT), Crisis Negotiator and Training Deputies (Field, Defensive Tactics and Medical) – any of which may be required to be certified.

12.02 Specialty Position Premium. Deputies assigned to a Specialty Position listed in section 12.01 (Specialty Positions) shall be paid three point twelve percent (3.12%) based on step 9 of the deputy's matrix and sergeants shall be paid two point six percent (2.60%) based on step 5 of the sergeant's matrix per month in addition to their regular wages.

12.03 Uniform and Equipment All newly hired Corrections Deputies shall be provided mandatory uniforms and equipment (excluding footwear) for initial training and duty use as established by the Sheriff. The Sheriff reserves the right to specify, change or modify initial

issue uniforms and equipment as necessary. The department shall furnish sidearms, leather, and protective vests when required for all deputies.

12.03a Uniform and Equipment Allowance. Upon hire and annually thereafter, a uniform and equipment allowance in the amount of three hundred dollars (\$300) shall be paid to all deputies to purchase uniforms required by the Sheriff's office as well as all equipment necessary for the safety and performance of the employee. The uniform and equipment allowance shall be included with regular monthly pay and per IRS regulations shall be subject to tax. Uniform and equipment allowance shall be paid the first pay period in February.

12.03b Cleaning Allowance. The annual Clothing, Equipment and Cleaning Allowance was eliminated as a separate compensation item and added to the base wage on January 1, 2008. Effective January 1, 2017, the amount of six hundred forty-five dollars (\$645.00) shall remain in the base wage, where it shall increase as future wage increases occur, to be used for cleaning and maintaining uniforms. The parties agree for comparability purposes, such premium to employees is an element of wages.

12.03c Special Clothing and Equipment. Specialized clothing or equipment required by an employee in the performance of their assigned duties will be provided upon authorization by the Sheriff. Such clothing and equipment shall remain the property of the County.

12.03d Mandated Uniform Changes. It is understood that from time to time the Sheriff's Office may choose to enact uniform changes. If such changes are contemplated, the Labor Management Committee (Article 14.2) shall be convened to discuss any changes prior to enacting such changes.

12.04 Repair and Replacement. The cost of repair or replacement of clothing or County-issued equipment or personal equipment approved for duty use, used in furtherance of job related duties and damaged or destroyed in the line of duty will be borne by the County. Watch replacement or repair will be reimbursed or repaired up to a total cost of one hundred dollars (\$100); jewelry or similar items are not included. The amount paid for repair or replacement of a personally obtained, damaged item will be pro-rated based on the general condition of the article. The Sheriff will determine whether damage was done in line of duty, and if the item was approved for duty use, subject to the grievance procedure outlined herein.

12.05 Transportation Deputy Assignment. When trained and range qualified, Corrections Deputies shall rotate in the assignment of Transportation Deputy.

12.05a Schooling. Transportation Deputies will be paid for hours of schooling and qualifying that may be required by the Sheriff's Office. All hours spent in required schooling and qualifying will be considered as work hours.

12.05b Pay. Effective the first pay period 2007 Matrix rates were implemented in the payroll computer system, Transportation Pay was eliminated as a separate compensation item and was added to the base wage where it shall be increased automatically

as future wage increases occur. The Parties agree for comparability purposes this collective bargaining agreement provides such pay to employees as an element of wages.

12.05c Qualifications Standards. All Deputies shall be Transportation Qualified as an essential element of their job. The parties acknowledge that the current qualification standards require Corrections Deputies to be firearms qualified by the end of their probationary period and all Corrections Deputies must maintain firearms qualification throughout employment, with the exception of Corrections Deputies designated by the Sheriff.

12.05d Lunches. The parties agree that consistent with contracts between the County and other jurisdictions regarding the transport of inmates, deputies will be provided lunch at a contracted facility or if not at a contracted facility, the County travel policy for lunches will apply.

12.05e Western State Hospital Runs. The County agrees to continue the existing practice of providing two deputies for Western State Hospital (WSH) runs.

12.06 Pyramiding of Premiums. Effective December 31, 2020, payable the first full pay period in 2021, employees assigned to more than one specialty position listed in 12.01 shall be entitled to a maximum of two full premiums.

ARTICLE 13 - PHYSICAL EXAMS

13.01 New or Rehire Required Exams. Newly employed or re-employed Corrections Deputies shall be required to take and pass a physical examination meeting the requirements of the Civil Service Commission. It is understood between the parties that the Sheriff will be furnished, upon request, a copy of any physical or mental examination ordered by the Sheriff's Office.

13.02 Annual Exam Covered. Corrections Deputies and Corrections Sergeants may have one (1) physical exam paid by the County each year that their health plan does not provide them with a preventive exam.

13.02a Ordered Exams. Additional physical and/or mental examinations may be ordered by the Sheriff's Office. The first physical shall be administered by the doctor of the deputy's choice. Any second or subsequent exam ordered by the Sheriff's Office will be administered by a physician or psychiatrist selected by the Sheriff. The above referenced physical examinations shall be paid for at the County's expense. No deputy shall lose pay because a required physical and/or mental examination is scheduled during all or part of their normal work day.

ARTICLE 14 - MISCELLANEOUS

14.1 Rules of Operation. The Sheriff's Office shall adopt reasonable written rules of operating the Sheriff's Office and the conduct of deputies provided; however, before such rules are posted, a copy shall be furnished to the Union. The Union shall be allowed not less than

ten (10) days in which to make known any objection they may have concerning such rules, except in the case of emergency.

14.2 Labor Management Committee.

14.2a The parties agree there shall be a Labor Management Committee (LMC) to be convened upon reasonable notice and presentation of an agenda by the requesting party. The purpose of the committee shall be free dialogue to promote issue resolution. The furtherance of that objective and pursuant to Rule 408, no matter concerning any occurrences at a Labor Management Committee shall be used as evidence by either party in any forum for any purpose. Any agreements made by the committee that are to be evidentiary shall be reduced to writing and signed by the Union and the County's Labor Representative.

14.2b Without limitation, in light of Rule 408, any matter of concern such as:

- Operational issues
- Scheduling concepts
- Specialty position selection/disputes
- New program concepts

may be added to the agenda by the concerned party.

14.2c The Union shall designate bargaining unit members participating in Labor Management Committee meetings. The Sheriff shall designate management members. The membership need not be equal in number.

14.2d It is understood that any matter which has been made the subject of a filed formal grievance under the terms of this labor agreement shall be excluded from consideration by the Labor Management Committee and shall be addressed through the grievance procedures of this agreement. Potential grievances may be added to the agenda by either party. It is further understood that the work of the parties under this LMC provision shall in no way add to, subtract from, alter or amend the labor agreement unless mutually agreed upon by the Union and the County in writing.

14.2e Upon approval of the Sheriff, up to three (3) bargaining unit persons shall be granted release time without loss of straight-time earnings to attend scheduled Labor Management Committee meetings. Bargaining unit members assigned to attend such meetings on their day(s) off shall be compensated time and one-half (1.5) for all time spent in attendance but not less than two (2) hours of assignment.

ARTICLE 15 - UNION ACTIVITY

15.01 Negotiations. It is agreed that up to three (3) bargaining unit deputies shall be allowed to participate in negotiations without loss in pay, provided that:

(1) such deputies shall not receive overtime pay while serving on the negotiations committee.

(2) one (1) deputy will be selected from the Corrections Sergeant classification, one (1) deputy from the Main Jail and one (1) deputy from the Work Center.

15.02 Union Activity. It is further agreed that other time off for Union activity will be allowed without compensation providing such time off will not unnecessarily disrupt the operation of the Sheriff's Office. The Union will keep Human Resources advised of shop stewards and current members on the negotiating committee.

15.02a Shop Steward Training. Up to two shifts per calendar year shall be permitted off without pay for Shop Stewards to attend training/seminars conducted by the Union. Deputies must submit request at least thirty (30) calendar days in advance of training. The County may refuse to grant leave if absence would adversely impact the operations of the Sheriff's Office.

ARTICLE 16 - SEPARABILITY AND SAVINGS

If any article or section of this Agreement should be held invalid by operation or law or by any tribunal of competent jurisdiction, the balance of this Agreement shall continue in full force and effect. The article or section held invalid shall be modified as required by law or the tribunal of competent jurisdiction, or shall be re-negotiated for the purpose of an adequate replacement.

ARTICLE 17 - LONGEVITY

Effective the first pay period 2007 Matrix rates were implemented in the payroll computer system, longevity was eliminated as a separate compensation item and was added to the base wage where it shall be increased automatically as future wage increases occur. Effective the first full pay period following date of adoption, longevity steps in the Corrections Deputy Wage Matrix and the Corrections Sergeants Wage Matrix will be increased to equal .008 between each longevity step. The Parties agree for comparability purposes, this collective bargaining agreement provides such longevity as an element of wages.

ARTICLE 18 - GENERAL CONDITIONS

18.01 Range Placement. The County shall place deputies in a pay range, per Addendum B (Matrices), that is consistent with their duties, responsibilities, and job content.

18.02 Reclassification. When a reclassification to a higher level of responsibility occurs, the deputy will be placed in the pay step of the higher pay range that will provide not less than a five percent increase in salary. The reclassification date becomes the anniversary date for step advancement purposes.

18.03 Step Placement. Deputies will be placed in the first step of their assigned pay schedule. All pay schedules have annual steps. Movement to step 7 through 11 for sergeants and to step 11 through 15 for deputies shall require three years' service at the previous step.

18.03a Sheriff's Discretion on Step Placement. It is understood between the parties that the Sheriff may place deputies in a higher pay step at his discretion, subject to the approval of the County Executive. The Union shall be notified when this occurs.

18.04 Step Advancement. Advancement to the next pay step shall occur on the first day of the month in which the anniversary date falls.

18.05 Promotion Anniversary Date. When a deputy is promoted to a higher classification, the promotion date becomes the anniversary date for step advancement purposes.

18.06 Personnel Records Access. Each deputy shall have access to his/her personnel records, except supervisor's notes prepared for the purpose of preparing deputies evaluations.

18.07 Performance Evaluations. Deputies shall, upon request, be given an opportunity to review all evaluation reports made by any and all supervisory personnel. The deputy shall review and sign his/her evaluation after the Sheriff or designee has made written comments. If any additional comments are made after the deputy signs, the deputy shall be notified.

18.08 Training. Training opportunities will be offered to deputies in as fair and evenhanded a fashion as is possible.

18.09 Work In Higher Classification. Any employee required to perform work in a position with a higher wage classification to that which they normally hold for any hour worked shall be paid at their normal rate of pay plus five percent (5%), while so acting.

18.09a Acting Sergeant. Deputies who have successfully passed a Whatcom County Civil Service promotional process for Corrections Sergeant, and completed the required training, shall be eligible to work as an Acting Sergeant. In the absence of both a sergeant and acting sergeant, the available senior qualified deputy shall serve as acting sergeant during said absence. For the life of this Agreement, having once passed the sergeant's exam, a deputy shall not be required to test again to remain eligible to work as an acting sergeant; provided such deputy successfully completes either a sergeant's exam or an in-service refresher course at least every four (4) years. Employees who qualify under section 18.09a and perform work as an Acting Sergeant shall be paid at the appropriate step in Range 1 of the Sergeant's scale providing at least a 5% increase.

18.10 Part-Time and Temporary Deputies. Hourly rates shall be established for deputies working less than full-time by placing the deputy in the appropriate salary range based upon their employment with the County.

18.11 Shots. The Sheriff's Office will pay for and provide the following vaccinations or shots for the existing work force on a voluntary basis: diphtheria, tetanus, hepatitis A & B, and influenza. The Sheriff's Office will pay for and provide the same shots for all newly hired Corrections Deputies on a mandatory basis, except hepatitis A, which will be on a voluntary

basis. The County will provide and pay for follow-up blood tests to see if the hepatitis B shot was effective. New shots may be added as determined by the County Health Officer as prudent for the health of the deputies. Adverse reactions from mandated shots will be treated according to Labor & Industries standards.

18.12 Traveling Expenses. Deputies traveling out of the County on official business will be reimbursed for the reasonable cost of meals and expenses as may be authorized by County policy.

18.13 Subcontracting. Prior to subcontracting work currently performed by bargaining unit deputies, the County will give the union 60 days' notice of its intent to do so and, on request, will meet and discuss the decision. The 60-day notice requirement is not applicable if the subcontracting results from an emergency situation, or if bargaining unit deputies are not displaced by subcontracting.

18.14 Electronic Funds Transfer. All regular deputies shall authorize paycheck deposit by electronic funds transfer (EFT) within thirty (30) days hire. Institution changes require four (4) weeks' notice. Deputies providing documentation of their inability to open a checking and/or savings account may have this requirement waived. Deputies may stop EFT in emergency situations with at least seven (7) days' notice before a scheduled payday. Employees must restart the EFT within three (3) months.

18.15 Ability to Cross Border. All employees must maintain the ability to cross the Canadian border if they are assigned to a position which may at any time require crossing the Canadian border. If an employee is unable to maintain his/her ability to cross the border, the County agrees to meet and bargain the impact on said employees if requested by the Union.

ARTICLE 19- SALARY SCHEDULE

Effective January 1, 2019, each step in all ranges of the 2018 hourly matrix shall be increased by 2%.

Effective July 1, 2019, each step in all ranges of the 2019 hourly matrix shall be increased by 1%.

Effective the first full pay period in 2020, each step in all ranges of the 2019 hourly matrix shall be increased by 2.15%

Effective the first full pay period in July 2020, each step in all ranges of the 2020 hourly matrix shall be increased by 1%.

Deputies shall be classified pursuant to Addendum A (Position Title Index) and paid pursuant to Addendum B (Matrices), which are a part of this Agreement by reference.

ARTICLE 20 - GRIEVANCE PROCEDURE AND ARBITRATION

20.01 Grievance Definition. Grievance as used herein shall mean any dispute or controversy which might arise as to the interpretation or application of this Agreement.

20.01a Initial Filing. Grievances must be addressed within thirty (30) calendar days from knowledge of the incident by the deputy first following their chain of command in an attempt to adjust the dispute or they shall be deemed null and void. With failure within the time limit to satisfy the dispute, the grievance procedure shall be initiated.

20.01b Union Notification. Should any grievance herein defined arise, the same shall be taken up with the representative of the Union, who will then take the grievance up with the Sheriff and the Head of Human Resources or designee.

20.02 Arbitration. Any grievance submitted and processed in accordance with the grievance procedure provided above which is not satisfactorily adjusted within thirty (30) calendar days may be taken to arbitration by the County or the Union as herein provided. However, prior to arbitration, the County Executive shall be advised of the dispute.

Either party may, within five (5) working days after failure to adjust the grievance in Subsection (b), serve upon the other party written demand for arbitration. The parties shall select an impartial arbitrator within ten calendar days after service of the demand for arbitration. If the parties fail to agree within this period upon an arbitrator who is able and willing to serve, either party may, within five (5) calendar days thereafter, request the Federal Mediation and Conciliation Service to submit a list of eleven (11) disinterested persons living in the Northwest who are qualified and willing to act as an impartial arbitrator. From the list the County will strike two names, then the Union two names until the single name remaining is appointed as the arbitrator.

20.02a Hearing Commencement. The arbitrator shall commence the hearing. The award of the arbitrator shall be rendered in writing together with his written findings and conclusions and shall be final and binding upon the parties to this Agreement and upon the complaining deputy and deputies, if any.

20.02b Arbitrator's Fees. The arbitrator's fees and expenses, the cost of any hearing room and the cost of the shorthand reporter and of the original transcript, if requested by the arbitrator, shall be borne equally by the County and the Union. All other expenses and costs shall be borne by the parties incurring them.

20.02c Arbitration Venue. Venue for all grievance arbitrations shall be Whatcom County unless otherwise mutually agreed.

20.03 Time Limitations. The County and the Union agree to comply with the time limitations set forth above and either party shall have the right to insist that the time limitations be complied with, provided, however, said time limitations may be waived by mutual agreement but in no event shall failure to comply with the time limitations set forth above deprive the arbitrator of authority to decide the grievance.

20.04 No Lockout, Strike or Slow Down. All grievances as defined in this section shall be settled in accordance with the procedures outlined above and there shall be no lockout, strike, interruption of work, slow down, or other interference with production during the life of this Agreement.

20.05 Election of Remedies. Any action appealed to the Civil Service Commission shall not be subject to the grievance procedure herein. Any matter taken to the grievance procedure may not be appealed to the Civil Service Commission.

20.06 Past Practice. No action by any bargaining unit member in applying or interpreting this Agreement will be binding upon the County as a past practice.

ARTICLE 21 – SENIORITY

Seniority lists for each unit covered by this Agreement will be maintained separately for the purpose of layoff, recall, vacation, extra overtime, and shift bidding. Employees transferring from one unit to another will have their names placed at the bottom of the new unit list, provided however, total length of service with the County will be credited to such deputy for the purposes of vacations, sick leave, and longevity accrual. Seniority units shall consist of the following; Corrections Sergeants and Corrections Deputies who shall bid for shifts.

ARTICLE 22 - MANAGEMENT RIGHTS

Consistent with the Sheriff's authority and obligations in the County Charter, any and all rights concerned with the management operations of the County and its Sheriff's Office are exclusively those of the Sheriff's Office unless otherwise provided by the terms of this Agreement. The Sheriff's Office has the authority to adopt reasonable rules for its operation and the conduct of its deputies; provided, such rules are not in conflict with the provisions of this Agreement, or with applicable law. The Sheriff's Office has the right to discipline, temporarily lay off or discharge deputies; to assign work and determine duties of deputies; to schedule hours of work, to determine the number of deputies to be assigned to duty at any time and such other rights as are normal to County government and not expressly limited in this Agreement or applicable laws.

ARTICLE 23 - INDEMNITY AND HOLD HARMLESS AGREEMENT

The County agrees to hold harmless deputies for all damages, including attorney fees which they may suffer as a result of lawsuits commenced against them arising out of their activities which are within the scope of their employment for Whatcom County. Should the deputy's actions be outside the scope of their employment, or the allegations contained in the complaint allege actions which, if proven, would be outside the scope of their employment; or be intentional torts, then the County will not pay that judgment. In addition, the deputy will hire counsel. Whatcom County will compensate the deputy in a timely manner for that counsel on a reservation of rights basis. This means, if the allegation contained in the complaint is proven then the County will not pay the judgment and the deputy will be responsible for reimbursing the County for its attorney fees. However, should the allegation of intentional tort not be proven

but merely negligence, then the County will pay the judgment and will not seek reimbursement for the attorney's fees.

The above language will be interpreted such that the only circumstances in which the County will not pay a judgment against a deputy and the deputy will be responsible for reimbursing the County for attorney's fees paid pursuant to a reservation of rights is where it is actually found that the deputy acted outside the scope of his or her employment or committed an intentional tort.

ARTICLE 24 - TERMINATION CLAUSE

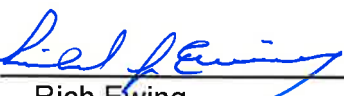
24.01 Duration. The parties acknowledge the predecessor agreement's, terms and conditions continue as provided in RCW 41.56 and this Agreement shall be in full force and effect from January 1, 2019, to and including December 31, 2020, and shall continue in full force and effect from year to year thereafter, unless written notice of desire to cancel or terminate the Agreement is served by either party upon the other at least sixty (60) days prior to the date of expiration.

24.02 Subsequent Agreements. It is further provided that where no cancellation or termination notice is served and the parties desire to continue said Agreement but also desire to negotiate changes or revisions in this Agreement, either party may serve upon the other a notice at least sixty (60) days prior to January 1st, 2021, or January 1st of any subsequent year, advising that such party desires to continue this Agreement but also desires to revise or change the terms or conditions of such Agreement.

THIS AGREEMENT IS EXECUTED THIS 3rd day of December, 2019 by the duly authorized representative of the parties hereto.

GENERAL TEAMSTERS' LOCAL
UNION NO. 231

WHATCOM COUNTY, WASHINGTON

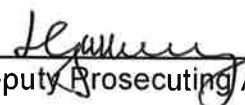
By: 

Rich Ewing
Secretary-Treasurer

By: _____
Jack Louws
Whatcom County Executive

DATE COUNCIL APPROVED:

APPROVED AS TO FORM:



Civil Deputy Prosecuting Attorney

**ADDENDUM A
TO THE AGREEMENT
by and between
WHATCOM COUNTY, WASHINGTON
and
GENERAL TEAMSTERS' LOCAL UNION NO. 231
CORRECTIONS DEPUTIES & SERGEANTS BARGAINING UNIT**

POSITION TITLE INDEX

<u>Range</u>	<u>Position</u>
1	Corrections Sergeant (Firearms Qualified)
11	Corrections Sergeant (Firearms Qualified with one premium)
12	Corrections Sergeant (Non-Firearms Qualified)
13	Corrections Sergeant (Non-Firearms Qualified with one premium)
2	Corrections Deputy (Firearms Qualified)
21	Corrections Deputy (Firearms Qualified with one premium)
22	Corrections Deputy (Non-Firearms Qualified)
23	Corrections Deputy (Non-Firearms Qualified with one premium)

ADDENDUM B

CORRECTIONS DEPUTIES

Effective January 2019 (+2.0%)		12 months service required to move to next step										3 years required to move to next step				
		Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10	Step 11	Step 12	Step 13	Step 14	Step 15
2	Deputy (Firearms Qualified)				\$27.48	\$28.52	\$29.62	\$30.81	\$31.68	\$32.64	\$34.69	\$34.96	\$35.24	\$35.53	\$35.81	\$36.10
21	Deputy (Firearms Qualified) with 1 premium				\$28.50	\$29.54	\$30.64	\$31.83	\$32.70	\$33.66	\$35.71	\$35.98	\$36.26	\$36.55	\$36.83	\$37.12
22	Deputy (Non Firearms Qualified)				\$27.07	\$28.10	\$29.19	\$30.35	\$31.21	\$32.16	\$34.17	\$34.44	\$34.72	\$35.00	\$35.28	\$35.56
23	Deputy (Non Firearms Qualified) with 1 premium				\$28.09	\$29.12	\$30.21	\$31.37	\$32.23	\$33.18	\$35.19	\$35.46	\$35.74	\$36.02	\$36.30	\$36.58

Effective July 2019 (+1.0%)		12 months service required to move to next step										3 years required to move to next step				
		Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10	Step 11	Step 12	Step 13	Step 14	Step 15
2	Deputy (Firearms Qualified)				\$27.75	\$28.81	\$29.92	\$31.12	\$31.99	\$32.97	\$35.03	\$35.31	\$35.60	\$35.88	\$36.17	\$36.46
21	Deputy (Firearms Qualified) with 1 premium				\$28.78	\$29.84	\$30.95	\$32.15	\$33.02	\$34.00	\$36.06	\$36.34	\$36.63	\$36.91	\$37.20	\$37.49
22	Deputy (Non Firearms Qualified)				\$27.35	\$28.38	\$29.48	\$30.66	\$31.52	\$32.48	\$34.51	\$34.79	\$35.07	\$35.35	\$35.63	\$35.91
23	Deputy (Non Firearms Qualified) with 1 premium				\$28.38	\$29.41	\$30.51	\$31.69	\$32.55	\$33.51	\$35.54	\$35.82	\$36.10	\$36.38	\$36.66	\$36.94

Effective January 2020 (+2.15%)		12 months service required to move to next step										3 years required to move to next step				
		Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10	Step 11	Step 12	Step 13	Step 14	Step 15
2	Deputy (Firearms Qualified)				\$28.35	\$29.43	\$30.56	\$31.79	\$32.68	\$33.68	\$35.79	\$36.07	\$36.36	\$36.65	\$36.95	\$37.24
21	Deputy (Firearms Qualified) with 1 premium				\$29.40	\$30.48	\$31.61	\$32.84	\$33.73	\$34.73	\$36.84	\$37.12	\$37.41	\$37.70	\$38.00	\$38.29
22	Deputy (Non Firearms Qualified)				\$27.93	\$28.99	\$30.11	\$31.31	\$32.20	\$33.18	\$35.25	\$35.54	\$35.82	\$36.11	\$36.40	\$36.69
23	Deputy (Non Firearms Qualified) with 1 premium				\$28.99	\$30.04	\$31.16	\$32.37	\$33.25	\$34.23	\$36.31	\$36.59	\$36.87	\$37.16	\$37.45	\$37.74

Effective July 2020 (+1.0%)		12 months service required to move to next step										3 years required to move to next step				
		Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10	Step 11	Step 12	Step 13	Step 14	Step 15
2	Deputy (Firearms Qualified)				\$28.63	\$29.72	\$30.87	\$32.11	\$33.01	\$34.02	\$36.14	\$36.43	\$36.72	\$37.02	\$37.31	\$37.61
21	Deputy (Firearms Qualified) with 1 premium				\$29.70	\$30.79	\$31.93	\$33.17	\$34.07	\$35.08	\$37.21	\$37.50	\$37.79	\$38.08	\$38.38	\$38.68
22	Deputy (Non Firearms Qualified)				\$28.21	\$29.28	\$30.41	\$31.63	\$32.52	\$33.51	\$35.61	\$35.89	\$36.18	\$36.47	\$36.76	\$37.05
23	Deputy (Non Firearms Qualified) with 1 premium				\$29.28	\$30.34	\$31.47	\$32.69	\$33.58	\$34.57	\$36.67	\$36.95	\$37.24	\$37.53	\$37.82	\$38.12

ADDENDUM B

CORRECTIONS SERGEANTS

Effective January 2019 (+2.0%)		12 months service required to move to next step						3 years required to move to next step				
		Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10	Step 11
1	Sergeant (Firearms Qualified)			\$36.96	\$38.31	\$39.83	\$41.85	\$42.18	\$42.52	\$42.86	\$43.20	\$43.55
11	Sergeant (Firearms Qualified) with 1 premium			\$38.00	\$39.35	\$40.87	\$42.89	\$43.22	\$43.56	\$43.90	\$44.24	\$44.59
12	Sergeant (Non Firearms Qualified)			\$36.41	\$37.75	\$39.24	\$41.23	\$41.56	\$41.89	\$42.23	\$42.56	\$42.91
13	Sergeant (Non Firearms Qualified) with 1 premium			\$37.45	\$38.79	\$40.28	\$42.27	\$42.60	\$42.93	\$43.27	\$43.60	\$43.95

Effective July 2019 (+1.0%)		12 months service required to move to next step						3 years required to move to next step				
		Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10	Step 11
1	Sergeant (Firearms Qualified)			\$37.33	\$38.69	\$40.23	\$42.26	\$42.60	\$42.94	\$43.29	\$43.63	\$43.98
11	Sergeant (Firearms Qualified) with 1 premium			\$38.38	\$39.74	\$41.28	\$43.32	\$43.65	\$43.99	\$44.34	\$44.68	\$45.03
12	Sergeant (Non Firearms Qualified)			\$36.78	\$38.13	\$39.63	\$41.64	\$41.97	\$42.31	\$42.65	\$42.99	\$43.33
13	Sergeant (Non Firearms Qualified) with 1 premium			\$37.83	\$39.18	\$40.69	\$42.69	\$43.03	\$43.36	\$43.70	\$44.04	\$44.38

Effective January 2020 (+2.15%)		12 months service required to move to next step						3 years required to move to next step				
		Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10	Step 11
1	Sergeant (Firearms Qualified)			\$38.14	\$39.53	\$41.09	\$43.17	\$43.52	\$43.87	\$44.22	\$44.57	\$44.93
11	Sergeant (Firearms Qualified) with 1 premium			\$39.21	\$40.60	\$42.16	\$44.25	\$44.59	\$44.94	\$45.29	\$45.64	\$46.00
12	Sergeant (Non Firearms Qualified)			\$37.57	\$38.95	\$40.49	\$42.54	\$42.88	\$43.22	\$43.57	\$43.91	\$44.27
13	Sergeant (Non Firearms Qualified) with 1 premium			\$38.64	\$40.02	\$41.56	\$43.61	\$43.95	\$44.29	\$44.64	\$44.99	\$45.34

Effective July 2020 (+1.0%)		12 months service required to move to next step						3 years required to move to next step				
		Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10	Step 11
1	Sergeant (Firearms Qualified)			\$38.52	\$39.92	\$41.50	\$43.61	\$43.95	\$44.31	\$44.66	\$45.02	\$45.38
11	Sergeant (Firearms Qualified) with 1 premium			\$39.60	\$41.01	\$42.58	\$44.69	\$45.04	\$45.39	\$45.74	\$46.10	\$46.46
12	Sergeant (Non Firearms Qualified)			\$37.94	\$39.34	\$40.89	\$42.96	\$43.31	\$43.65	\$44.00	\$44.35	\$44.71
13	Sergeant (Non Firearms Qualified) with 1 premium			\$39.03	\$40.42	\$41.98	\$44.05	\$44.39	\$44.74	\$45.09	\$45.44	\$45.79

**ADDENDUM C
ADVICE OF ADMINISTRATIVE INVESTIGATION**

Date:

To:

From:

Subj:

As required by section 2.07a (Due Process) of the Corrections Deputies & Sergeants Collective Bargaining Agreement this document notifies you that you are the subject employee in connection with an Investigation that has been authorized by the Sheriff.

An interview will be performed at a later date. Prior to the interview, you will receive an Advice of Investigative Interview providing you with the name of the investigating officer, the name and rank of the interviewer and the names of others who will be in attendance, the specific allegations and the policy violations. All involved parties shall be bound to the NOTICE provisions contained at the end of this Advisement.

THIS IS A CLASS I ADMINISTRATIVE INVESTIGATION

THIS IS A CLASS II ADMINISTRATIVE INVESTIGATION

This investigation is to determine the facts and possible violations of Sheriff's Office Policy/Procedure, Rules and Regulations regarding:

Alleged Acts of Misconduct:

Alleged Policy Violations:

Whatcom County Sheriff's Office **ADVICE OF ADMINISTRATIVE INVESTIGATION** Page 1 of 2 _____
Deputy Initials

NOTICE:

Effective immediately, you are directed to have no communication regarding this matter, either on-duty or off-duty, with any person including potential witnesses or persons who may be materially involved with the administrative investigation.

This directive means you are prohibited from communicating to these individuals about this matter by **any** means to include, but not be limited to: fax, telephone, mail, electronic messaging, in-person, person to person relay or any other form of communication.

Failure to comply with this directive shall be considered Insubordination, and may result in discipline up to and including termination.

You are not prohibited from discussing this matter with your Union representative, Union legal advisor, or your personal attorney.

This directive will remain in effect until either the adjudication or conclusion of the administrative investigation. Adjudication or conclusion of the case is when the employee has been notified by the appointing authority of a finding.

Acknowledgment:

I certify that I have read this advisement form in its entirety (2 pages). I acknowledge that I understand the contents and that I have received a copy of this document.

Printed name

Signature

Date

Investigation Advisement made by: _____ (Print name)

Date

Time

Place

ADDENDUM D

ADVICE OF ADMINISTRATIVE INTERVIEW AS REQUIRED
BY SECTION 2.07c(1) (INTERVIEW ADVISEMENT) OF THE
CORRECTIONS DEPUTIES & SERGEANTS COLLECTIVE BARGAINING
AGREEMENT

Date:

To:

From:

Subj:

YOU ARE THE **SUBJECT EMPLOYEE**

YOU ARE A **WITNESS EMPLOYEE**

in connection with an Investigation that has been authorized by the Sheriff.

The Officer in Charge of this Investigation is: _____

This interview is to be performed by _____ (name, rank)
and also in attendance will be _____, all of whom shall be
bound to the **NOTICE** provisions contained at the end of this Advisement.

THIS IS A **CLASS I ADMINISTRATIVE INVESTIGATION**

THIS IS A **CLASS II ADMINISTRATIVE INVESTIGATION**

A. This investigation is to determine the facts and possible violations of Sheriff's Office
Policy/Procedure, Rules and Regulations regarding:

Allegations:

For a Subject of the investigation, state the specific factual nature of investigation
For a Witness in the investigation, state the purpose of interview

Possible Policy/Rules/Regulations Violations include but are not limited to:
(this section is optional for notice to a witness employee)

Whatcom County Sheriff's Office ADVICE OF ADMINISTRATIVE INTERVIEW Page 1 of 4 _____
Deputy Initials

- B. Failure to fully cooperate by truthfully answering all questions specifically and directly related to the matter under investigation and/or by providing investigators with all potentially relevant information will result in disciplinary action, which may include discharge from the Sheriff's Office.
- C. All **Class I** Administrative Investigations **shall be** audio recorded. Class II investigative interviews are generally not recorded, but will be audio recorded at the request of either party. In a Class II interview, should one party object to the use of an audio recording then a transcript shall be made and be the only official record. Class II transcription expenses shall be at the expense of the requesting party.
- D. You may request and obtain the presence of a Union representative during the investigatory interview (if no request is made there shall be no obligation of representative presence) provided that:
1. The Union representative **shall not** disclose the nature or content of the interview to any person, except as necessary for the Union to meet its duty of fair representation. The Union representative **shall not** obstruct the investigation, including revealing information to others except as permitted herein.
 2. In addition to observing the interview, the Union representative, may reasonably participate in accordance with 1 above, by:
 - a. Consulting with the employee before the interview begins;
 - b. Reasonably raising valid objections and consulting with/advising the employee about a privilege she/he has the right to assert once questioning starts;
 - c. Assisting the employee if questions are ambiguous or misleading by rephrasing the question or asking that the question be rephrased;
 - d. Interceding if questions become harassing or intimidating; and
 - e. Asking additional questions and seek to clarify responses.
 3. During the investigatory interview, the Union representative may not;
 - a. Interrupt if the employee is asked to give an initial version of events;
 - b. Consult with the employee before he/she answers every question;
 - c. Otherwise interfere with appropriate questioning by the investigator.
 4. The Union representative may not be the spouse of the subject employee or a witness in the matter under investigation.
- E. Employees subject to investigation shall be given at least two (2) hours' notice before an interview. The failure of an employee subject to investigation to obtain a Union representative within a reasonable time, (generally two hours) **is not** an acceptable basis for unreasonably delaying an investigative interview with the understanding the interview shall be conducted at a reasonable hour, preferably at a time when the employee is on duty, or during the normal waking hours for the employee. Upon request, the employee will be granted a twenty-four (24) hour delay, unless the exigency of the investigation requires otherwise.

F. You have the right to suggest specific witnesses to be interviewed by the investigator. Upon notice of completion, you have the right to review and make corrections and/or additions to your transcript prior to the conclusion of the investigation.

G. Statements made to the investigator during an Administrative Investigation:

1. Will become part of the investigative file for the use of the Sheriff only to the extent permitted by law and subject to all legal protection available as a private confidential and privileged communication to the extent permitted by law; and
2. Will not be provided to other witnesses or interviewees involved in the investigation by the investigator such that the information is attributable to any individual identified by the investigator; and
3. Are not to be communicated to any person by you except to a Union representative if necessary to protect the legal rights of a witness or subject. You may consult with your private attorney.
4. Provided, that the referral of the summary of facts and findings to the involved employee's chain of command, Human Resources, or the Prosecuting Attorney's Office shall not constitute a breach of any privilege, privacy, or confidentiality; and provided further that should the involved employee choose to appeal the resulting personnel or disciplinary action and thus put at issue the merits of that action, statements given, and persons involved in the investigation may be asked by the Sheriff's Office or the subject employee to give a sworn testimony regarding their involvement. If other disclosure is necessary, notice will be given to the Union.

H. The investigator will read the following warning into the recording at the start of the interview:

You are about to be questioned as part of an administrative investigation being conducted by the Whatcom County Sheriff's Office. You are hereby ordered to fully answer the questions that are put to you that relate to information you possess and/or 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 answer truthfully and 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.

NOTICE:

Effective immediately, except as otherwise provided above, you are directed to have no communication regarding this matter, either on-duty or off-duty, with any person including potential witnesses or persons who may be materially involved with the administrative investigation.

This directive means you are prohibited from communicating to these individuals about this matter by **any** means to include, but not be limited to: fax, telephone, mail, electronic messaging, in-person, person to person relay or any other form of communication.

Failure to comply with this directive shall be considered Insubordination, and may result in discipline up to and including termination.

You are not prohibited from discussing this matter with your Union representative, Union legal advisor, or your personal attorney.

This directive will remain in effect until either the adjudication or conclusion of the administrative investigation. Adjudication or conclusion of the case is when the employee has been notified by the appointing authority of a finding.

Acknowledgment:

I certify that I have read this advisement form in its entirety (4 pages). I acknowledge that I understand the contents and that I have received a copy of this document.

Printed name

Signature

Advisement made by: _____ (Print name)

Date Time Place

Whatcom County Sheriff's Office ADVISE OF ADMINISTRATIVE INTERVIEW Page 4 of 4 _____
Deputy Initials

ADDENDUM E

LETTER OF AGREEMENT BY AND BETWEEN WHATCOM COUNTY, WASHINGTON AND

GENERAL TEAMSTERS LOCAL 231 – CORRECTIONS

Trial Shift Bidding Procedure for Bid Years 2020 and 2021

This Letter of Agreement is by and between Whatcom County, hereafter called “the County” and Teamsters Union Local 231, hereafter called “the Union” regarding and attached to the Corrections Deputies and Sergeants Collective Bargaining Agreement.

The purpose of this Letter of Agreement is to temporarily implement a modified shift cycle (3.01d 12-Hour Shift) and shift bid periods (3.02a(4) (Shift Bid Periods) on a trial basis before the parties commit to permanent contract language changes. The modified shift cycle and bidding process is expected to benefit bargaining unit members and improve operations within the Corrections Bureau.

A. Administration of Trial Period

1. The trial period will begin with the May 2019 bid cycle for 2020 and end no later than May 2021.
2. The parties will periodically monitor and review the developing schedule to ensure there are no unintended or unanticipated results that adversely affect the County or bargaining unit members. Schedules will be completed by or before October 31.
3. In April of 2020, the County and Union will meet and evaluate the effectiveness of the new shift bidding process.
4. The parties may mutually agree to extend the trial period or implement all or part of the language modified by this Agreement.
5. If no mutual agreement is reached by May 31, 2021, this Agreement will expire and the articles covered will revert to the language in effect in the 2017-2018 collective bargaining agreement.

B. Modified Shift Bidding Process for Bid Years 2020 and 2021

The parties agree to the following contract language during the trial period:

3.01d 12-Hour Shift. Deputies employed on a 12-hour shift schedule shall have work hours counted according to the 7(k) exemption under the Fair Labor Standards Act for the purpose of determining when overtime compensation is due. An employee must have in excess of 86 straight-time **worked** hours in a fourteen (14) day work cycle in order to receive overtime pay

unless overtime is otherwise specifically required by section 3.04e (Mandatory Overtime). All overtime requires appropriate authorization.

3.02a Shift Bidding. Consistent with section 3.02 (Staffing Imperatives), the following procedure shall apply:

4. Shift Bid Periods. A shift bid period shall be defined as alternating between six (6) and seven (7) fourteen (14) day periods.

During the trial period, there will be no mandatory requirement to bid off of a shift and deputies may choose to alternate between the Work Center and the Main Jail.

3.04c(1) Voluntary Overtime – 12-hour Shifts. The entirety of section 3.03 (Overtime Definitions) shall not apply to deputies on 12-hour shifts except they shall be paid overtime whenever such hours exceed 86 straight-time worked hours as provided in section 3.01d (12-Hour Shift).

3.02d Shift Exchanges. A shift exchange is a voluntary agreement between deputies to trade shifts that have been bid according to 3.02a. Deputies wishing to exchange a shift must complete the appropriate form and obtain appropriate authorization. Failure to show up for a shift exchange will result in revocation of the privilege to exchange shifts for up to one year and the time is required to be made up as staffing dictates. Shift exchanges cannot cause an adverse impact with unreasonably extended work hours. It is understood by both parties that per the FLSA, no overtime liability will be incurred by the County when deputies voluntarily exchange shifts. Probationary deputies are not allowed to exchange shifts except with prior approval of his/her supervisor.

3.02e Shift Trade. A shift trade is a voluntary agreement between deputies to substitute for one another during scheduled work hours to meet personal needs and family responsibilities. Deputies wishing to trade shifts must complete the appropriate form and obtain appropriate authorization. Shift trades cannot cause adverse impact to staffing or operations, or unreasonably extend work hours. No overtime liability will be incurred by the County when deputies voluntarily trade shifts. Failure to show up for traded shift will result in revocation of the privilege to trade shifts for up to one year and the time is required to be made as staffing dictates.

C. All other provisions in Article 3 are unchanged.

**LETTER OF UNDERSTANDING #1
BY AND BETWEEN
WHATCOM COUNTY, WASHINGTON
AND
GENERAL TEAMSTERS' LOCAL UNION NO. 231**

This letter of understanding is in consideration of that certain collective bargaining agreement between the General Teamsters' Local Union No. 231, and Whatcom County, regarding and attached to the Corrections Deputies & Sergeants collective bargaining agreement.

1. Drug-Free Work Place Policy. Upon request by the County, during the term of this Agreement, the Union shall meet and enter into negotiations on an alcohol and drug-free work place policy, including drug testing.

2. Training. The County will provide the following types of training for Correction Deputies and Corrections Sergeants:

(a) Administering of prescription drugs; and

(b) AIDS prevention and safeguards against AIDS in the work environment.

3. Grooming. Mustaches shall be allowed as long as they conform to grooming standards.

4. Non-Firearms Qualified. The Sheriff shall maintain a list of employees who were not as of January 1, 2007 firearms qualified. These employees were grandfathered and will not be required to be firearms qualified during their Corrections employment with Whatcom County. Other deputies hired prior to December 31, 1998, can be relieved of the transportation qualified requirement as approved by the Sheriff and added to the list. Any such approved non-firearms qualified employees will be placed in the appropriate "non-firearms qualified" range as of July 6, 2014.

**LETTER OF UNDERSTANDING #2
(TEMPORARIES WITH BENEFITS)
BY AND BETWEEN
WHATCOM COUNTY, WASHINGTON
GENERAL TEAMSTERS' LOCAL UNION NO. 231**

This Letter of Understanding is by and between Whatcom County, hereafter called "the County," and General Teamsters' Local Union No. 231, hereafter called "the Union," regarding and attached to the Corrections Deputies & Sergeants Collective Bargaining Agreement (CDSCBA)

The purpose of this Letter of Understanding is to establish the conditions under which an employee may fill an ongoing full-time temporary position with benefits under CDSCBA.

1) Temporaries with Benefits

The County sometimes identifies the need for ongoing full-time temporary positions not funded in the County budget as regular on-going positions. These temporary work assignments are ones that are anticipated at the outset to extend beyond the contract limitation for "temporaries" and are anticipated to work full time and meet the benefit eligibility threshold of eighty (80) compensated hours per calendar month. Work assignments and special conditions will end on the date specified in the letter of appointment, when the work is completed, or when employment is terminated unless an extension is specifically agreed to by the County and the Union.

2) Union Membership and Benefits Eligibility

Upon completion of eligibility requirements, full-time temporaries with benefits will become eligible for health & welfare benefits in accordance with Article 6 of the CDSCBA and Washington Teamsters Welfare Trust (WTWT) rules. Life insurance will be available to the employee only.

Full-time temporaries with benefits will be eligible for paid leave in accordance with:

- Article 4 – Holiday
- Article 5 – Vacation
- Article 7 – Sick Leave

3) Pay & Other Conditions of Employment

Full-time temporaries who have previously been employed as regular employees by the Jail will receive the current rate of pay at the step they were at when they left the County, but no higher than the top Corrections Deputy step. Qualified temporaries who have not been regular employees of the Jail will be paid at the entry step for Corrections Deputies.

Such temporary positions with benefits will NOT be eligible for other terms and conditions of employment under the CDCBA, including, but not limited to:

- Regular employment status
- Step increases

- Seniority
- Paid and Unpaid Leaves of Absence (other than those described above)
- Internal investigation notice
- Grievance procedures and arbitration
- Bidding for positions posted within the bargaining unit, except as allowed under Whatcom County Civil Service Commission Regulations & Rules and RCW Title 41

4) Posting

Positions under this Letter of Understanding will be filled in compliance with Whatcom County Civil Service Commission Regulations & Rules and RCW Title 41.

5) Regular Positions

If a current full-time temporary with benefits is selected to fill a regular, budgeted County position, the period served as a temporary with benefits will apply toward health and welfare benefits eligibility if there has been no break in service and coverage and if allowed by current benefit plans. If appointed to a regular position, vacation accruals will commence at the "0-1" year level.

6) Non-Precedent Setting

This Letter of Understanding will not be considered precedent setting to any other matter of concern raised by Teamsters or employees under the Corrections Deputies & Sergeants Collective Bargaining Agreement.

7) Termination

Either the employee or the County can end the employment relationship outlined in this Letter of Understanding without notice or reason.

8) Cancellation

Either party may cancel this agreement at any time following thirty (30) days written notice to the other.

**LETTER OF UNDERSTANDING #3
BY AND BETWEEN
WHATCOM COUNTY, WASHINGTON
AND
GENERAL TEAMSTERS LOCAL 231 – CORRECTIONS**

Grandfathering Deputies Who Have Worked As “Lead Deputy”

This Letter of Understanding is by and between Whatcom County, hereafter called “the County” and Teamsters Union Local 231, hereafter called “the Union” regarding the Corrections Deputies and Sergeants Collective Bargaining Agreement.

The purpose of this Letter of Understanding is to grandfather those Deputies who have actively worked as a “Lead Deputy” for the last five or more quarters during the last three years at the Work Center to the designation of “Acting Sergeant.”

- A. The Teamsters Union 231 bargaining agreement representing the Corrections Deputies and Sergeants expired December 31, 2018. The County and the Union have entered into collective bargaining for a successor agreement.
- B. Article 18.09 currently provides that when there is no Sergeant or Acting Sergeant on a shift, the most senior Deputy is designated as “Lead Deputy” and paid a premium of 5% while performing work in a higher classification.
- C. Article 18.09a currently outlines the process to become eligible as an Acting Sergeant. Acting Sergeants must complete required training and pass the sergeant’s exam to be eligible to work in the place of a Sergeant.
- D. The designation of both a “Lead Deputy” and “Acting Sergeant” causes operational problems.
- E. The parties now agree to remove the “Lead Deputy” designation from Article 18.09 in the successor agreement.




The parties, therefore, agree as follows:

- 1. The following Deputies (who have formerly been recognized as Lead Deputy) are now designated as Acting Sergeant.
 - Rob Stewart
 - Mike Zender
 - Ray Gillig
 - Rich Turner
 - James Hayes
- 2. The Deputies named above will undertake individual training plans and phase into meeting the requirements set forth in Article 18.09a to become eligible and qualified as an Acting Sergeant. Deputies who previously worked as Lead Deputy at the Work

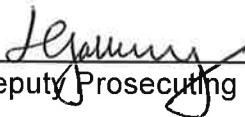
Center will require additional training to become eligible as Acting Sergeant at the Main Jail.

3. Deputies are responsible to fulfill the criteria set forth in Article 18.09a to remain on the Acting Sergeant list.

This Letter of Understanding will not be considered precedent setting with regard to any other matter or concern under the collective bargaining agreement.

Name	Signature	Date
Daron Smith, Teamsters Local 231		11/15/19
Rich Ewing, Teamsters Local 231		11-15-19
Bill Elfo, Whatcom County Sheriff		11-19-19
Karen Goens, HR Manager		
Jack Louws, Executive's Office		

Approved as to form:


Civil Deputy Prosecuting Attorney

11-20-19
Date