2013 – 2015

COLLECTIVE BARGAINING AGREEMENT

January 1, 2013 through December 31, 2015

By and Between

MASON COUNTY

AND

MASON COUNTY SHERIFF’S OFFICE EMPLOYEES GUILD

DEPUTY SHERIFFS
# Collective Bargaining Agreement

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</tbody>
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PREAMBLE

This agreement entered into by the County of Mason, hereinafter referred to as the "Employer," and the Mason County Sheriff's Office Employees Guild, hereinafter referred to as the "Guild," has as its purpose the promotion of harmonious relations between the Employer and the Guild, and the establishment of an equitable and peaceful procedure for the resolution of differences, in the public interest.

ARTICLE I RECOGNITION

Section 1. The Employer recognizes the Guild as the sole and exclusive bargaining agent for the purpose of negotiations concerning salaries, hours, and other conditions of employment for all regular full-time and regular part-time uniformed employees of the Mason County Sheriff's Office, including Sergeants, and excluding supervisors, confidential employees, and all other employees pursuant to the certification issued by the Public Employment Relations Commission in case number 20700-E-06-3189.

Section 2. Membership in the Guild shall be a condition of employment for all employees of the Bargaining Unit. All current Bargaining Unit employees who have been employed for one year or more shall immediately become and remain Guild members in good standing. All new employees within the Bargaining Unit shall become and remain members in good standing by not less than 30 days from their date of hire. "Good Standing" shall be defined as the act of tendering initiation fees and monthly dues uniformly required of the membership on a timely basis.

Section 3. The Guild agrees that the Employer shall not terminate the employment of any employee under this provision until written notification is received from the Guild that an employee has failed to pay the required dues or provided proof of an alternative payment based on religious tenets as provided in Section 4 below. The Guild shall indemnify, defend and hold the Employer harmless against any claims made and against any suit instituted against the Employer on account of any check-off of dues for the Guild. The Guild shall refund to the Employer any amounts paid in error on account of the check-off provision upon presentation of proper evidence thereof.

Section 4. In the event an employee objects to Guild membership based upon bona fide religious tenets or teachings of a church or religious body, such employee may pay an amount of money equivalent to the Guild's uniform monthly dues to a nonreligious charity or to another charitable organization mutually agreed upon the employee and the Guild. If a dispute arises, the mechanism for resolution provided under RCW 41.56 will be followed.

Section 5. Check-off: The Employer shall honor written assignment of wages to the Guild when submitted in substantially the following:

MASON COUNTY:

I hereby authorize you to deduct from my wages and pay to the Mason County Sheriff's Office Employees Guild an initiation fee and monthly dues in such amounts as may be fixed, from time to
time, by the Guild, in accordance with the Guild bylaws. I agree that this assignment of wages shall be irrevocable for a period of one (1) year from its date or until the expiration of the contract (whichever occurs first), and it will be automatically renewed and irrevocable for an additional year from each of its anniversaries or each anniversary date of the contract (whichever occurs first), unless I submit a written revocation by registered mail to the Employer within ten (10) days preceding the anniversary date of this authorization or the expiration of the contract (whichever occurs first).

Date: ____________________________________________

Signature: ___________________________ Witnessed by: ___________________________

Section 6. The Guild agrees to supply the Employer with a statement of deduction to be withheld each month. The Employer shall make deductions for the current month’s dues only and shall not be responsible for the collection of any dues that may be in arrears. Deductions shall be promptly transmitted to the Guild by check payable to its order. Upon issuance and transmission of the check to the Guild, the Employer’s responsibility shall cease with respect to the deduction covered thereby.

Section 7. The Guild agrees to indemnify and hold harmless the County from any and all claims and actions that arise as a result of actions taken by the County in administering this Article of the Agreement.

ARTICLE II LABOR MANAGEMENT COMMITTEE

Section 1. The Guild Executive Board and the Sheriff or designee may meet and work together on bargaining issues. The Committee may bring in anyone they wish to assist them.

Section 2. The Employer shall permit the Guild use of office copiers, typewriters and other office machines. The Employer agrees to permit the Guild to use the employer’s inter-office mail system, email system and to open an account on the postage meter for official Guild business. The Guild agrees to reimburse the Employer, on a monthly basis, for any cost to the County as a result of the Guild’s use of office machines, postage, etc. excluding fixed costs such as the cost of acquisition.

Section 3. The Department will allow the Guild to place a bulletin board of mutually agreed upon size within each facility that is used by its membership. The Guild agrees to maintain the board in good order. The Department also allows the Guild to place a filing cabinet of mutually agreed size in a location within the Department’s main operating facility.

The Guild will be responsible for the cabinet and all contents. The Guild will maintain security of the cabinet and acknowledges the Department has no responsibility to the security of the materials inside of the cabinet.

Section 4. The parties have the right to communicate with each other and provide notice on matters of concern using e-mail, written correspondence, and telephonic communications. Notice is deemed served if communicated to a member of Administration or the Human Resources Director for the Employer or the Executive Board for the Guild, who agree to ensure that their own constituents are notified and copied appropriately. The parties agree to respond within a reasonable timeframe.
ARTICLE III  DISCRIMINATION

The Employer agrees not to discriminate against any member for his/her Guild activity. It is the policy, intent, and purpose of both the Employer and the Guild that there shall be no unlawful discrimination among employees as to color, race, religion, sex, age, national origin, physical disability, marital status, sexual orientation and/or sensory disability.

ARTICLE IV  RIGHTS OF MANAGEMENT

Subject to the terms of this Agreement, it is understood and agreed that the County possesses the sole right to operate the Department, whether heretofore or hereinafter exercised, and regardless of the frequency or infrequency of their exercise. It is expressly recognized that such rights include, but are not limited to, the following:

A. To determine the Department’s mission, policies, and set forth all standards of service offered the public.

B. To plan, direct, control and determine the operations or services to be conducted by the employees.

C. To utilize personnel, methods, and means in the most appropriate and efficient manner possible.

D. To manage and direct the employees of the Sheriff’s Department.

E. To hire, promote, transfer, train, evaluate performance and retain employees in positions of the Sheriff’s Department.

F. To establish work rules and rules of conduct.

G. To determine the size and composition of the work force and to lay off employees in the event of lack of work or funds.

H. Determine the methods, maintenance, equipment, number and kinds of personnel, the job, work or position content required to accomplish governmental operations and maintain the efficiency of those operations.

I. Determine and change the number and locations and types of operations, processes and materials to be used in carrying out all County functions.

J. Control departmental budgets and financial policies, including accounting procedures.

K. Make whatever actions are necessary in emergencies in order to ensure the proper function of the Department.

ARTICLE V  WAGES AND ALLOWANCES
SECTION 1. Wages

Salaries for all uniformed employees of the Mason County Sheriff's Office from January 1, 2013 through December 31, 2015 shall be established as listed in the wage scale as set forth in Attachment “A” and adjusted as follows:

<table>
<thead>
<tr>
<th>Date</th>
<th>Position</th>
<th>COLA</th>
<th>INCREASE</th>
</tr>
</thead>
<tbody>
<tr>
<td>1/1/2013</td>
<td>Deputy</td>
<td>1.36%</td>
<td>1.00%</td>
</tr>
<tr>
<td></td>
<td>Sergeant</td>
<td>1.36%</td>
<td>1.50%</td>
</tr>
<tr>
<td>1/1/2014</td>
<td>Deputy</td>
<td>1.44%</td>
<td>1.00%</td>
</tr>
<tr>
<td></td>
<td>Sergeant</td>
<td>1.44%</td>
<td>1.50%</td>
</tr>
<tr>
<td>7/1/2014</td>
<td>Deputy</td>
<td>-</td>
<td>1.00%</td>
</tr>
<tr>
<td></td>
<td>Sergeant</td>
<td>-</td>
<td>1.50%</td>
</tr>
<tr>
<td>1/1/2015</td>
<td>Deputy</td>
<td>TBD</td>
<td>1.00%</td>
</tr>
<tr>
<td></td>
<td>Sergeant</td>
<td>TBD</td>
<td>1.50%</td>
</tr>
<tr>
<td>7/1/2015</td>
<td>Deputy</td>
<td>-</td>
<td>1.00%</td>
</tr>
<tr>
<td></td>
<td>Sergeant</td>
<td>-</td>
<td>1.50%</td>
</tr>
</tbody>
</table>

The above referred COLA adjustment shall be as follows:

Effective upon the signing of this Agreement through December 31, 2015, employees shall be compensated in accordance with Appendix A and as adjusted by sections A, B, and C:

A. Effective January 1, 2013 the wage scale shall be increased to reflect the cost of living increase that is eighty percent (80%) of the CPI-U, US All Items (June to June), which results in a 1.36% increase.

B. Effective January 1, 2014 the wage scale shall be increased to reflect the cost of living increase that is eighty percent (80%) of the CPI-U, US All Items (June to June), which results in a 1.44% increase.

C. Effective January 1, 2015 the wage scale shall be increased to reflect the cost of living increase that is eighty percent (80%) of the CPI-U, US All Items (June to June). The rate shall be no lower than zero percent (0%) and no higher than three percent (3%).

The salary of the Corporal will be fifty percent (50%) of the difference between the top step of the Deputy scale and the top step of the Sergeant’s salary.

If a Corporal has successfully completed their probationary year as a Corporal and is promoted to Sergeant, they will start as a step 2 Sergeant. If the Corporal is promoted to Sergeant and has not completed their probationary year, they will start as a step 1 Sergeant. Promotion to Sergeant is not dependent on holding a Corporal position.

Accreditation / Certification Premium: Effective July 1, 2014 an Accreditation / Certification premium of 3% (Three percent) will be added to the monthly rate of pay of each Deputy and 3.5% (Three and one/half percent) of each Sergeant’s classification and shall be paid during the expressed term of this Agreement. Upon written notice to the County, the Guild may direct that up to the total amount of this premium be directed to a lawful Health Reimbursement Arrangement for the whole Unit.
Section 2. Overtime

Overtime shall be defined as all hours worked outside of an employee’s regularly scheduled shift. Overtime hours shall be compensated at the rate of one-and one-half (1-1/2) times the employee’s regular rate of pay. The regular rate of pay shall be defined by the Fair Labor Standards Act.

Section 3. Hours of Work.

The normal work week shall consist of five (5) eight (8) hour days with two (2) consecutive days off or four (4) ten (10) hour days with three (3) consecutive days off.

By mutual agreement between the Sheriff and the Guild, employees may be assigned to a three (3) twelve (12) hour days shift plan. If a 3-12 shift plan is to be implemented, the parties agree to negotiate the particulars of how the plan will work prior to implementation.

B. The designated workweek shall be individualized to the work schedule of the employee. The designated workday for application under this agreement shall commence at 0700 hours. Shift changes may occur over a two-week period centered on the first day of the agreed upon shift rotation. The first week of shift change may be on the last week of the preceding month. If an employee works more than five, eight-hour days or four, ten-hour days during shift change, she/he shall be compensated at the appropriate rate. The workweek will be the first workday following the employee’s bid regular days off.

C. Daylight Savings Time: The adjustment of clocks in the fall and spring by one (1) hour ("daylight savings time") will result in some employees having to work one more or one less hour, respectively. As a result of this issue, the following shall apply:

(1) Fall Time Adjustment: Turning back the clocks one (1) hour in the fall will result in some employees working an additional one (1) hour. Those employees impacted by the additional hour of work, will be compensated one (1) hour of overtime at time-and-one-half the employee’s regular rate of pay.

(2) Spring Time Adjustment: Moving the clocks forward one (1) hour in the spring will result in some employees working one (1) hour less than their regularly assigned shift. Those employees impacted by working one (1) hour less may choose, with Sergeant Approval, to account for the lost hour by doing one of the following:

   a. Use one (1) hour of accrued compensatory or vacation time;
   b. Pre-arrange to report to work one (1) hour earlier than their normal shift on the impacted day; or
   c. Work one (1) additional hour beyond their normal shift on the impacted day.

D. Point of Debarkation: When an employee is required to attend training away for his/her normal worksite, the point of debarkation shall generally be the Courthouse in Shelton. In instances where the employee’s residence is closer to the training site, and common sense dictates that it would be out of the way to travel to the Courthouse then double back to the training site, the point of debarkation shall be considered the employee’s residence. Modification of an employee’s point of debarkation may be made, on a case-by-case basis, but mutual agreement between the employee and the Sheriff. However, if an employee is called to work in an emergency situation, such travel time shall be considered time worked.
Section 4. It is agreed by both parties that the right to strike for better wages and working conditions is not granted to uniformed employees of Mason County Sheriff’s Office (RCW 41.56.490).

Section 5. Any Deputy who is covered by this agreement who is assigned the responsibilities and duties of a position or rank above that which s/he normally holds, when no supervisor is assigned to the shift, shall be paid an officer-in-charge (OIC) differential in the amount of $3.00 per hour while working in that capacity.

Section 6. Any Sergeant who is covered by this agreement who is assigned the responsibilities and duties of an administrative position or rank above that which s/he normally holds, when no Administrator is assigned to the shift, shall be paid an officer-in-charge (OIC) differential in the amount of $3.00 per hour while working in that capacity.

Section 7. Premium Pay: Any employee who is assigned to train in the following areas: EMT, UDT, Range, Skid Cm,; accident investigation, Radar/Lidar or EVOC shall receive an additional $1.25 per hour while conducting training. An employee may only receive one premium at a time. In the event an employee is eligible for more than one premium, the employee shall be paid the highest applicable premium.

Section 8. Assignment Pay:

A. Any employee who is covered by this agreement who is assigned to the Detective Division shall receive $100.00 per month above his/her regular rate.

B. Any employee who is covered by this agreement and who is assigned as canine officer shall receive $100.00 per month above his/her regular rate while performing those duties.

Section 9. Meal Periods: Due to the on-call status necessary, each employee shall be provided with a paid one-half (1/2) hour for a meal at approximately midway during each of the first and second halves of the work day and scheduled so that service to the public will not be impaired.

Section 10. Compensatory Time: In lieu of cash overtime payments, where mutually agreed between the employee and the Employer, an employee may receive compensatory time off.

Employees hired before January 1, 2011 shall be permitted to accrue up to 480 (four-hundred-e eighty) hours of compensatory time off. Employees hired on or after January 1, 2011 shall be permitted to accrue up to 80 (eighty) hours of compensatory time. Upon approval of the County, employees shall be permitted to cash out all or part of their accrued compensatory time in December of each year. The scheduling of compensatory time off shall be done in the same manner as vacation time.

Section 11. On-Call Time: An employee who is required to remain on call on the employer’s premises or so close thereto that s/he cannot use the time effectively for his/her own purposes is working while “on-call.” An employee who is not required to remain on the employer’s premises but is merely required to leave word at his/her home or with the Sheriff is not working while on-call.

Section 12. Employees called for court cases on their time off shall be guaranteed a minimum of two (2) hours of overtime rate of pay. Further, individuals called in for duty on their off-duty time shall be paid
for a minimum of two (2) hours at an overtime rate of pay except of called within one hour prior to shift. If the employee is called in within one hour prior to the shift, the employee shall be paid from time of call-out to start of shift at overtime rate of pay.

Section 13. Longevity Pay:
Employees shall receive longevity pay in addition to their base pay as set forth below:

<table>
<thead>
<tr>
<th>Continuous Years of Service</th>
<th>Monthly Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>6 through 10 years</td>
<td>$ 65.00</td>
</tr>
<tr>
<td>11 through 14 years</td>
<td>$ 90.00</td>
</tr>
<tr>
<td>15 through 19 years</td>
<td>$130.00</td>
</tr>
<tr>
<td>20 through 24 years</td>
<td>$150.00</td>
</tr>
<tr>
<td>25 years and over</td>
<td>$155.00</td>
</tr>
</tbody>
</table>

Section 14. Health Care Insurance:

The County shall contribute as below each month during the term of this Agreement for each eligible employee for medical, dental, vision, and life insurance coverage.

A. Effective January 1, 2013 the contribution shall be increased to nine hundred and fifty-five dollars ($955) per month during the term of this Agreement for each eligible employee for medical, dental, vision, and life insurance coverage.

A. Effective January 1, 2014 the contribution shall be increased to nine hundred and ninety dollars ($990) per month during the term of this Agreement for each eligible employee for medical, dental, vision, and life insurance coverage.

B. Effective January 1, 2015 the contribution shall be increased to one thousand and fifty dollars ($1050) per month during the term of this Agreement for each eligible employee for medical, dental, vision, and life insurance coverage.

Eligible employees are those working eighty (80) hours or more per month during the calendar year. Any monthly premium contribution required above the County’s contribution shall be paid by a reduction of the necessary amount from each employee’s salary. Time missed from work due to a worker’s compensation claim will be considered as time worked for employee group insurance and vacation purposes for a maximum of twelve (12) months.

The County shall provide an Employee Assistance Program (EAP) benefit for all bargaining unit members.

Section 15. Uniforms and Equipment: Effective the January 1, 2011 a quar:ermaster system of uniform acquisition will be implemented by the County. Upon either completion of the academy or upon lateral hire and acquisition from an outside agency or jurisdiction, Deputies shall be issued the articles, which meets the Sheriff’s Office standards, in accordance with the Uniform Policies of the Sheriff’s Office.

Management reserves the authority to revise the required uniform list as necessary and needed with the Sheriff retaining final decision-making authority on Department issued uniforms and equipment.
All uniform items provided by the County to a Deputy, with the exception of the weapon and/or sidearm and any accompanying magazines shall be returned to the County upon separation from employment.

The County will provide a newly hired Deputy $500, upon receipt for reimbursement, for the procurement of a County approved duty weapon or sidearm in accordance with County policy and procedures.

A. Uniform Allowance: All Deputies shall receive a cleaning allowance of $75.00 per month. All Detectives, Detective - Sergeants and any other authorized officers – as authorized by command-staff - who wear plain clothes regularly shall receive upon presentation of receipt an annual clothing reimbursement of up to $400.

B. Replacement for Damaged Items: The County will replace County equipment, uniforms and/or authorized personal items damaged or destroyed while on duty upon request by the deputy and approval by the County. Requests for replacement of articles set forth in this Section will be made to the Deputy’s supervisor who will review the request and condition of the articles and make a recommendation on replacement to the Chief Deputy. The Chief Deputy will make the final, binding decision on replacement of an article as established by County policy and procedure. The County shall also pay to replace soft body armor at intervals consistent with the manufacturer’s instructions.

For any new assignment requiring different uniforms, deputies may receive used clothing for use on a temporary basis. Uniform and/or equipment items, that are seized pursuant to or in furtherance of an official investigation, that will be held for an extended period of time for forensic examination, other testing, or in evidence, and where the need for immediate replacement of these items is essential to the return to duty of the deputy, will be replaced and/or provided on loan at the County's option with items of a like type and quality meeting office specifications by the County.

Section 16. Any Deputy who received a college degree shall receive an additional compensation at the following rates:

<table>
<thead>
<tr>
<th>Degree</th>
<th>Compensation</th>
</tr>
</thead>
<tbody>
<tr>
<td>Two (2) year Associate Degree</td>
<td>$60.00 per month</td>
</tr>
<tr>
<td>Four (4) year Baccalaureate Degree/Masters Degree</td>
<td>$85.00 per month</td>
</tr>
</tbody>
</table>

In order to qualify, individuals must receive their degree from a regionally accredited institution in an area of study closely related to law enforcement, as approved by the Sheriff. This section shall apply only to fully commissioned deputies.

Section 17. Any Deputy who has been trained as a Field Training Officer and is assigned as a Field Training Officer to actively train, monitor, grade or evaluate a Deputy in training shall be paid an additional $1.25 per hour while working in that capacity. No other compensation shall be received for any FTO functions performed.

ARTICLE VI VACATIONS

Section 1. Each regular full-time employee shall accrue vacation leave as follows:
<table>
<thead>
<tr>
<th>Years of Continuous Service</th>
<th>Vacation days earned</th>
</tr>
</thead>
<tbody>
<tr>
<td>1-3 years</td>
<td>96 hours per year</td>
</tr>
<tr>
<td>4-7 years</td>
<td>120 hours per year</td>
</tr>
<tr>
<td>8-9 years</td>
<td>144 hours per year</td>
</tr>
<tr>
<td>10-11 years</td>
<td>160 hours per year</td>
</tr>
<tr>
<td>12-14 years</td>
<td>176 hours per year</td>
</tr>
<tr>
<td>15-16 years</td>
<td>184 hours per year</td>
</tr>
<tr>
<td>17-20 years</td>
<td>192 hours per year</td>
</tr>
<tr>
<td>21 or more years</td>
<td>200 hours per year</td>
</tr>
</tbody>
</table>

Section 2. Vacation leave accrued within the first twelve (12) months of employment cannot be utilized by an employee until they have successfully completed their appointment probationary requirements. Any employee terminating his/her employment with the Employer within the twelve (12) month probationary period shall not be paid for Vacation leave accrual.

Section 3. Vacation leave may be accrued to a maximum of four hundred (400) hours. No Vacation leave accrued will be added to an employee's Vacation leave benefit when the maximum accrual has been attained unless for operational reasons the employee has applied for and been unable to take vacation time off.

Section 4. Vacation leave approval will be on the basis of meeting the workload requirements of the Sheriff's Department service schedule.

Section 5. Other than within the first twelve (12) months of probationary employment, upon separation of an employee by resignation with two (2) weeks’ notice, layoff, dismissal, or death; the employee or beneficiary thereof shall be paid for unused Vacation leave at the rate of being paid at the time of separation. Cash payment for unused accrued Vacation leave upon separation by retirement will be in accordance with Mason County Resolution 95-04.

Section 6. Vacation leave days shall be the same as the regular workday schedule for the employee. Vacation leave pay shall include any applicable shift differential for employees scheduled or assigned for thirty (30) calendar days or longer to swing or graveyard shifts.

Section 7. Any employee who schedules Vacation leave time, and an approved holiday occurs within the approved Vacation leave schedule, shall have an additional floating holiday available in lieu of approved holiday.

Section 8. A minimum of ninety (90) hours per month must be worked and/or the employee must be on approved leave with pay to receive Vacation leave accrual.

Section 9. Whereas, the Guild and the Employer recognizes the importance of employees utilizing earned Vacation leave to promote and enhance their mental and physical well-being, employees shall attempt to use Vacation leave during the year in which it is earned.

**ARTICLE VII HOLIDAYS**

Section 1. The following is a list of the annual recognized holidays for employees of the Sheriff's
Department:

New year’s Day
Martin Luther King Day
Lincoln’s Birthday
Presidents Day
Memorial Day
Independence Day

Labor Day
Veterans Day
Thanksgiving Day
Day after Thanksgiving
Christmas Day
Floating Holiday

Section 2. All hours worked by an employee on an eight-hour shift on a contract holiday shall be compensated at two and one-half times their regular rate of pay. All hours worked by an employee on a ten-hour shift on a contract holiday will be paid eight hours of holiday pay at straight time, ten hours at one and one-half time and two hours of straight time for a total of 25 hours for a ten hour shift. Employees who do not work on a contract holiday shall receive regular straight time holiday pay.

Section 3. Up to two (2) Detectives may work a holiday upon Sergeant’s approval. The detectives allowed to work must be prepared to work as uniformed patrol officers if called upon and will be paid as set forth in Article VIII, Section 2.

Section 4. The floating holiday and premium days not used at the discretion of the employee, with approval of the supervisor, will be paid to the employee at straight time at the end of the calendar year within which they accrued.

ARTICLE VIII SICK LEAVE, PREMIUM DAYS, AND FAMILY LEAVE

Section 1. For those employees not covered by the LEOFF Act prior to October 1, 1977, each employee shall receive eight (8) hours of sick leave each month of employment in the calendar year in which he/she is first employed and thereafter will receive one day of sick leave for each month of employment in each successive calendar year. Once the employee reaches one thousand two hundred (1200) sick leave hours, no additional sick leave will accrue until the employee reduces the amount of sick leave in his/her sick leave "bank"

Section 2. The Employer may, as it deems appropriate, require the employee to present a certificate from a regular practicing physician or other bona fide practitioner when sick leave periods extend beyond three (3) days, or where abuse is suspected.

Section 3. Sick leave may be used for bona fide illness, injury, pregnancy and/or associated there from, of the employee or to care for an immediate member of the household suffering from a bona fide illness or injury. For this Section immediate member of the household shall be defined as: parents, grandparents, spouse / registered domestic partner and children.

Section 4. A minimum of ninety (90) hours per month must be worked and/or the employee must be on approved leave with pay to receive sick leave accrual.

Section 5. In the event of an employee’s death, his/her beneficiary shall receive pay for all accumulated unused sick leave.
Section 6. A retiring employee hired before January 1, 2011 shall receive payment for all unused sick leave at the time of retirement if (1) s/he has completed a minimum of fifteen (15) years of continuous service or (2) the retiring employee meets all the requirements to be eligible for retirement under the LEOFF or PERS program.

Employees hired before January 1, 2011 separating service shall be cashed out of sick leave at the following amounts depending upon years of service:

<table>
<thead>
<tr>
<th>Years</th>
<th>Percentage</th>
</tr>
</thead>
<tbody>
<tr>
<td>5</td>
<td>25 %</td>
</tr>
<tr>
<td>10</td>
<td>50 %</td>
</tr>
<tr>
<td>15</td>
<td>100 %</td>
</tr>
</tbody>
</table>

Employees hired on or after January 1, 2011 shall not be entitled to any cash out of sick leave upon separation from service.

Section 7. When sickness occurs and no sick leave is accumulated, the employee may choose to (1) use vacation credits accrued to his/her credit in absence of sick leave, (2) take leave without pay, (3) use accumulated compensatory time, if any, or (4) take leave as provided for by law. In addition, the employee may use sick leave donated by other employees.

Section 8. Individuals covered by the LEOFF I retirement system may accrue twelve (12) days of sick leave per year to be used in lieu of disability sick leave on a day to day basis. This leave shall not be accruable from year to year; meaning a maximum of twelve (12) days per year is all that may be accrued. Individuals covered by the LEOFF 1 retirement system shall receive 100% of accrued sick leave at retirement.

Section 9. There will be established four (4) additional days off a year for the purpose of premium days for deputies. These days off shall be scheduled by each individual, subject to the approval of the supervisor.

Section 10. Bereavement Leave: Employees will be provided three (3) days of paid bereavement leave in the case of death in the immediate family member. An additional two (2) days of sick leave may be taken if necessary for out of state travel. Additional days of sick leave may be taken upon approval of the Department. Immediate family includes only persons related by blood or marriage or legal adoption. These individuals are wife, husband, parent, grandparent, brother, sister, child, grandchild, grandmother-in-law, grandfather-in-law, mother-in-law, father-in-law, sister-in-law, brother-in-law of the employee.

Section 11. The County and the Guild mutually agree to comply with all State and Federal Family Leave Laws. The 12-month FMLA period is a rolling 12-month period following the first date of an employee’s use of FMLA leave.

ARTICLE IX  SENIORITY AND CURTAILMENT

The Employer and the Guild recognize the importance of seniority and its principles.

Overtime will be assigned by seniority for normal, pre-planned events. In non-preplanned events, overtime will be assigned at the discretion of the shift supervisor or command staff.
For purposes of overtime, an employee or deputy shall be defined as any fully Commissioned deputy sheriff, regardless of rank.

Section 1. By December 25th of each calendar year the employer will post, for bid, a shift schedule for the coming work year (March-February); with a description of the workday, workweek and daily start and finish time for each shift. All deputies who have not successfully completed their initial probationary period prior to the commencement of the next shift assignment will be excluded from this bid process, and shall be placed where needed. Nothing contained herein shall limit the discretion of the employer to determine the number of employees to be assigned to each shift. Seniority shall be the sole factor in the selection of shifts. All shift bids shall be bid on the basis of seniority. All shifts shall be bid by February 15th for the following work year. These shifts shall not be changed or altered except upon a demonstration of operational necessity.

All shift bids shall be selected by the employee’s departmental seniority and preference. In the event a reduced number of employees exist physically to cover shifts, shift coverage will be re-bid by seniority. The new shift shall only be in effect until the staffing level returns to its original level. For example; the number of employees physically capable of covering shifts is reduced from six to five. The employees have the option of re-bidding on an alternate five-officer schedule, by seniority, for coverage during the time there is a reduction in employees. When six-officer coverage goes back into effect, the original six-officer schedule will go in to affect, which was originally bid by the employees based upon their seniority.

Shift rotations shall be posted by the employer a minimum of 14 days before the rotation cycle begins.

Nothing in this agreement shall be construed to restrict the inherent rights of the Office of Sheriff with regards to the Sheriffs lawful authority under the Revised Code of Washington (RCW) 36.28.010 and RCW 36.28.020, and the principles of Posse Comitatus.

ARTICLE X HIRING, DISCIPLINE, AND SEPARATION FROM EMPLOYMENT

Section 1. Probationary Employees: All new employees will serve a probationary period of 1 (one) calendar year on full time duty commencing on their date of hire, which shall not include light duty jobs, during which the employees may resign or be terminated without cause or notice and without access to this Article. An employee will be classified as a "regular employee" upon successful completion of the probationary period. The County may request an extension of the probationary period and the Guild will not unreasonably deny that request.

Section 2. Evaluation: The purpose of evaluation is to help an Employee to be successful in performance and to understand the standards and goals of their position and their Department. The evaluation will assess and focus on the Employee’s accomplishment of their job functions and the goals and standards of the position. Where the Employee does not meet the above, a plan for correction, training or support should be developed with the Employee.

Evaluation may occur in two forms:
1 All regular Employees should be formally evaluated in writing by their immediate
Supervisor and/or Department head or designee during the probationary or trial service period and
at least annually (at date of hire or a common date) thereafter.

2 Additionally, evaluation of job performance may occur at any time and on an ongoing basis.
Evaluation may occur in various ways and may include coaching, counseling or written assessment.

The evaluation process shall also include a review of the current job description.

Evaluation shall not, by itself, constitute disciplinary action – disciplinary action must be specifically
identified as such, in writing, consistent with Article 7.8.

Employees will be given a copy of the evaluation. Employees will be required to sign the evaluation,
acknowledging its receipt. Evaluations are not grievable, however, Employees may elect to provide a
written response to the evaluation, which will be retained with the evaluation in the Employee’s personnel
file.

Section 3. DISCIPLINE/CORRECTIVE ACTION: The County has the right and responsibility to assure
corrective action when appropriate and, in doing so, agrees to act in good faith in the discipline, dismissal
or demotion of any regular Employee and any such discipline, dismissal or demotion shall be made only for
just cause.

The parties recognize that just cause requires progressive discipline. Progressive discipline may include:

- written reprimands;
- disciplinary transfer;
- suspension with or without pay;
- demotion; or
- discharge.

The intent of progressive discipline is to assist the Employee with performance improvement or to correct
misconduct. Progressive discipline shall not apply where the offense requires more serious discipline in the
first instance. Both the sequencing and the steps of progressive discipline are determined on a case by case
basis, given the nature of the problem.

All disciplinary actions shall be clearly identified as such in writing. The Employee will be requested to sign
the disciplinary action. The Employee’s signature thereon shall not be construed as admission of guilt or
concurrency with the discipline. Employees shall have the right to provide a written response to any written
disciplinary action to be included in the personnel file, which, together with the action, will be retained in
the personnel file, for so long as the disciplinary action is retained.

A copy of all disciplinary notices shall be provided to the Employee before such material is placed in their
personnel file. Employees disciplined or discharged shall be entitled to utilize the grievance procedure. If,
as a result of the grievance procedure utilization, just cause is not shown, personnel records shall be cleared of reference to the incident which gave rise to the grievance.

The Employer will notify the Union in writing within three (3) working days after any notice of discharge. The failure to provide such notice shall not affect such discharge but will extend the period within which the affected Employee may file a grievance. Any suspension or discharge not made the basis of a grievance within three (3) calendar days from the time thereof shall be considered as waived.

The Employer recognizes the right of an Employee who reasonably believes that an investigatory interview with a Supervisor may result in discipline to request the presence of a Union representative at such an interview, provided such is neither a material witness nor the subject of the investigation. Upon request, the Employee shall be afforded a Union representative. The Employer will delay the interview for a reasonable period of time in order to allow a Union representative an opportunity to attend. If a Union representative is not available or delay is not reasonable, the Employee may request the presence of a bargaining unit witness. (Weingarten rights)

Employees shall also have a right to a notice and a determination meeting prior to any disciplinary action which may result in an economic loss or suspension. The Employer must provide a notice and statement in writing to the Employee identifying the performance violations or misconduct alleged, a copy of the investigative file for review (if requested), and a finding of fact and the reasons for the proposed action. The Employee shall be given an opportunity to respond to the charges in a meeting with the Employer, and shall have the right to Union representation during that meeting, upon request. (Loudermill rights)

No Employee shall be compelled by the County to give self-incriminating information, either verbal or written, during any criminal investigation when such investigation involves allegations against the Employee nor in any internal investigation which could lead to a criminal charge against the Employee. Any refusal by an Employee to give self-incriminating information under these conditions will not result in the Employee’s termination, suspension, reprimand, transfer, or any other form of disciplinary action by the County. (Garrity rights)

The Employer shall endeavor to correct Employee errors or misjudgments in private, with appropriate Union representation if requested by the Employee.

Discipline shall be subject to the grievance procedure in this Agreement as to whether or not such action (as to any post-probationary Employee) was for just cause.

Section 3 Rights of Employees
All Employees within the bargaining unit shall be entitled to the following protection in any internal investigatory process, provided, however, that nothing herein shall be interpreted to apply to a criminal investigation conducted by another agency:

A. Investigations and Interrogations—Before any interrogation commences, the Employee shall be informed in writing, of the name of the complainant, the specific nature of the investigation and whether the Employee is considered or believed to be a witness or a subject, including the name, address and other information necessary to reasonably apprise the Employee of the allegations of such complaint. The written notification shall also advise the Employee of his right to have FOP
representation present during any and all interviews.

B. During an internal investigation, the subject employee shall be entitled to the presence of representative and, if the subject employee chooses, legal counsel to be present during questioning and for any hearings or meetings related to the investigation at which the subject employee’s presence is compelled by the Department.

C. An investigation shall not be deemed concluded until the subject employee has received written notice that the investigation has been concluded. Such notice shall specify the specific proposed discipline to be applied.

D. Before the Department issues final discipline to an employee, the Department shall grant the employee a hearing, upon written request, with the Sheriff for the employee to rebut the allegations or provide mitigation.

E. Polygraph Tests — No employee shall be required to take or be subjected to any polygraph test as a condition of continued employment

F. Substance Abuse Tests — No Employee, except those Employees required by state or federal law, shall be required to take or be subjected to any random alcohol or drug testing as a condition of continued employment

ARTICLE XI  GRIEVANCES

Section 1. The term "grievance" shall mean any dispute between the Employer and the Guild or an employee covered by this Agreement, concerning the interpretation, application, claim, or breach or violation of the terms of this Agreement and established personnel matters.

Section 2. Employees will be unimpeled and free from restraint, interference, coercion, discrimination, or reprisal in seeking adjudication of their grievances.

Section 3. Any time limits stipulated in the grievance procedure may be extended for stated periods of time by appropriate parties by mutual agreement in writing with copies to the Guild and the Employer.

Section 4. Failure by an employee or the Guild to comply with any time limitations of the procedures in this Article shall automatically constitute withdrawal of the grievance. Failure of the Employer to comply with any time limitations of a procedure of this Article shall automatically permit the aggrieved employee to advance his/her grievance to the next step of these procedures.

Section 5. A grievance of interest to two or more employees may be filed as a "group grievance" at Step 2 of the Grievance procedure and be processed within the time limits set forth herein.

GRIEVANCE PROCEDURES:

STEP 1. Before filing a written grievance, the employee and/or the Guild shall discuss the problem with the employee's supervisor within fourteen (14) calendar days from the date of occurrence of the alleged grievance or knowledge of the occurrence of the alleged grievance.

If the matter cannot be resolved verbally, the supervisor shall make a decision in writing within fourteen (14) calendar days from the date the grievance was discussed and give the written response to the Guild and employee. If this resolves the grievance, then no further action is necessary if it does not resolve the grievance, the grievance may be submitted to Step 2.
STEP 2. The grievance shall be presented in writing by the Guild to the Sheriff. This shall include the specific grievance; Article or policy allegedly violated, and the remedy sought. The grievance shall be submitted within fourteen (14) calendar days from the date the written response is received from the Supervisor.

The Sheriff shall meet with all concerned parties including Guild representative(s) and respond in writing within fourteen (14) calendar days of that meeting.

STEP 3. If the grievance is not settled in Step 2, the grievance (as was previously set forth in writing) may be submitted to the Human Resources Director within twenty-one (21) calendar days of the Sheriff’s action. The Human Resources Director shall meet with the Guild within twenty-one (21) calendar days of its receipt of the grievance. Within twenty-one (21) calendar days of the meeting, the Human Resources Director shall send a written answer to the Guild regarding the grievance.

STEP 4. If the grievance is not resolved at Step 3, the grievance as previously set forth in writing, shall be submitted to PERC (Public Employees Relations Commission) within thirty (30) calendar days of the Board’s written response. PERC shall provide a list of five (5) Arbitrators and the Guild and Employer shall strike names until an Arbitrator is selected.

In connection with any proceedings of the arbitration held pursuant to the Agreement, it is understood as follows:

A. The Arbitrator shall have no power to render a decision that will add to, subtract from, alter, change, or modify the terms of this Agreement.

B. The decision of the Arbitrator shall be final, conclusive and binding upon the Employer, the Guild and the employee(s) involved.

C. The prevailing party shall be exempted from the costs of the Arbitrator’s fees. Each party shall bear the cost of presenting its own case.

D. The Arbitrator’s decision shall be made in writing and shall be issued to the parties. The arbitrator will try to issue the decision thirty (30) calendar days after the hearing is concluded.

ARTICLE XII SAFETY COMMITTEE AND USE OF FORCE PROCEDURES

Section 1. The Employer and the Guild recognize the desirability of reducing injuries arising out of employment to a minimum and further recognize that the problem can be solved only by cooperative effort.

A. The Guild shall elect all crew representatives on Safety Committees, to be composed of not less than two (2) of their employee members who shall be certified to the Employer and the Guild in writing, over the signature of the Recording Secretary.

B. The safety committee shall work with the Sheriff to insure that working conditions shall be made and kept safe and in compliance with the safety laws. Rules and regulations of the State of Washington

Mason County Sheriff’s Office Employees Guild - Deputy Sheriffs 2013-2015 Page 18
C. The joint safety committee shall meet monthly. The employer is not obligated to compensate off-duty employee’s attending the Safety Committee Meetings.

Section 2. The safety committee will be allowed to take time off from their regular work to carry on inspections, investigations, or to confer with Employer officials.

Section 3. In the event the Safety Committee and the Sheriff are unable to agree on any problem involving safety, then the problem involved shall be referred to the Human Resources Director, then Labor and Industries for a consultation.

Section 4. Use of Force: The employer and the guild recognize the County’s Use of Force Policy 1101 and incidents involving Death or Serious Injury Policy 1105. The County recognizes the duty to bargain any changes in these policies.

ARTICLE XIII DURATION AND TERMINATION

This agreement shall be effective January 1, 201 and shall remain in full force and effect to and including the 31st day of December 2015. Either party may commence negotiations for a successor agreement by filing written notice to the other party pursuant to the provisions of Chapter 41.56 RCW. Either party shall submit written notice to the other party of their intent to open negotiations. Negotiations shall commence no later March 1, 2015.
SIGNATURES

DATED this 5th day of June, 2014
Date of Arbitration Award

MAISON COUNTY SHERIFF'S OFFICE
EMPLOYEES GUILD

Tim Ripp – President

Michael Sargent

Jason Dooby

Jeff Rhoades

BOARD OF COUNTY COMMISSIONERS
MAISON COUNTY, WASHINGTON

Terri Jeffreys
Chair

Tim Sheldon
Commissioner

Randy Neatherton
Commissioner

MAISON COUNTY SHERIFF

Casey Salisbury

Approved as to form:

Timothy Whitehead
Chief Deputy Prosecuting Attorney
## ATTACHMENT A – WAGE SCHEDULE

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