

WHATCOM COUNTY
CONTRACT NO.
200707009

**COLLECTIVE BARGAINING
AGREEMENT**

**By and Between
WHATCOM COUNTY, WASHINGTON**

AND

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

JANUARY 1, 2007 - DECEMBER 31, 2010

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A G R E E M E N T
By and Between
WHATCOM COUNTY, WASHINGTON

AND
GENERAL TEAMSTERS LOCAL UNION NO. 231
CORRECTIONS DEPUTIES BARGAINING UNIT

JANUARY 1, 2007 – DECEMBER 31, 2010

THIS AGREEMENT, MADE AND ENTERED INTO THIS 24th day of July, 2007 , by and between WHATCOM COUNTY, WASHINGTON, hereinafter referred to as the County, and GENERAL TEAMSTER'S 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 temporary help employed for periods of up to four (4) months. Deputies working less than seventy (70) hours per month are also excluded.

1.02 Members in Good Standing. It shall be a condition of employment that all Corrections Deputies of the County covered by this Agreement who are members of the Union in good standing on the effective date of this Agreement shall remain members in good standing and those who are not members on the effective date of this Agreement shall on the 31st day following the effective date of this Agreement become and remain members in good standing in the Union. It shall also be a condition of employment that all Corrections Deputies covered by this Agreement hired on or after its effective date shall on the 31st day following the beginning of such employment, become and remain members in good standing in the Union, PROVIDED THAT, if a public employee is a member of a church or religious body whose bona fide religious tenets or teaching forbid said employee to become a member of a labor union, such public employee shall pay an amount of money equivalent to the regular union dues and initiation fee of the Union to a non-religious charity or to another charitable organization mutually agreed upon by the deputy and the Union. The deputy shall furnish written proof to the Union that such payment has been made. If the deputy and the Union do not reach an agreement on the

non-religious charity to whom the Union dues and initiation fees are to be paid, the Public Employment Relations Commission shall designate the charitable organization.

1.03 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.

1.04 New Hire Notice to Union. The Union shall be notified within thirty-one (31) calendar days of new hires. Notification shall be in writing and shall include the deputy's name, social security number, address, date of hire, classification, range and step.

1.05 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.

1.05a 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 21 for resolution.

ARTICLE 2 - UNION-MANAGEMENT RELATIONS, CIVIL SERVICE RULES

2.01 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.

2.02 Discharge or Suspension. No deputy will be discharged or suspended except as provided by the Rules and Regulations of the Civil Service Commission and as is provided in this Agreement.

2.03 Internal Investigations. A deputy who is the subject of a formal internal investigation shall receive written notice within fifteen (15) calendar days of the start of the investigation. A good faith effort will be made by the County to complete the investigation within sixty (60) calendar days. 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. Any disputes over the time lines herein may be submitted through the grievance procedure of the labor agreement, except an arbitrator has no authority to modify or set aside any disciplinary action, which is within the exclusive purview of the Civil Service Commission.

2.04 Civil Service Rules. Nothing contained in this Agreement shall be construed to be contrary to the Whatcom County Civil Service Rules and Regulations and RCW Chapter 41.

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

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, 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. Corrections Deputies who work the afternoon or "swing" shift shall be paid twenty-five cents (25¢) per hour over and above their regular rate of pay for each complete hour worked. Swing shift is defined as those hours from 1400 through 2200. Effective the first pay period 2007 Matrix rates are implemented in the payroll computer system, swing shift premium will be eliminated as a separate compensation item and will be 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 lunch and/or break periods. It is agreed that statutory lunch and

break requirements shall be satisfied by deputy observance of lunch and breaks as their assignments permit or as assigned during any fully compensated work period.

3.01e(1) 12-Hour Work Breaks. Employees will be allowed one lunch break of thirty minutes and three break periods during a 12-hour shift.

3.02 Shift Bidding. The following procedure shall apply: Between June 20 and July 10 of each year a shift schedule shall be posted (including electronic bulletin boards and email) and bid by seniority for the following calendar year. A shift bid period shall be defined as being of three (3) months duration. No corrections deputy shall bid the same shift more than two (2) times consecutively. Rules regarding the bidding process will be established by mutual agreement between the County and the Union. Pursuant to Article 5.03, the first vacation bid shall be at the same time. Deputies shall be allowed 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 if it is their turn to bid. If any deputy is skipped, the bid will continue on 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. 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 make themselves available. Corrections Deputies working in the Main Jail shall bid on a separate schedule than deputies assigned to the Work Center. Corrections Sergeants shall rotate shifts among themselves. In the event subsequent bids become necessary because of a change to the schedule by the County, the County shall afford not less than thirty (30) days for deputies to bid on a revised schedule.

3.02a 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 be offered then to deputies holding a floater assignment. Once the new or vacant bid has been filled, any resulting bid vacancy shall be filled by the Chief of Corrections or designee.

3.02b Probationary Deputies. This paragraph shall not apply to 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. Probationary deputies will be given thirty (30) days notice of work schedule after completion of their FTO period. Normally, probationary deputies will not be assigned Friday-Saturday or Saturday-Sunday as their days off, except when replacing an absent deputy.

3.02c Definition. 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.

3.02d Shift Exchanges. Shift exchanges are voluntary on the affected deputies 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.

3.02e Facility Staffing. In addition to provisions of section 3.02, employees shall have the right to bid between the two adult correctional facilities with respect to shifts and choice of facility. Bidding shall be granted by seniority.

3.03 Overtime Definitions. Overtime categories will be defined as follows for the purposes of this article:

- **Overtime Hours** – Overtime shall be paid at the overtime rate of time and one-half in fifteen minute increments determined on 7 ½ minutes worked.
- **Hold-over** – authorized overtime as an extension 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. Deputies who are being held over shall be paid at the overtime rate of time and one-half.
- **Order in** – mandatory overtime, including off-duty court appearances
- **Voluntary Overtime** – overtime worked by mutual agreement or as provided in section 3.04a.
- **Shift Change** – Overtime compensation shall not be required where two shifts are worked in one twenty-four (24)-hour period due to a shift change.

3.03a Minimum Overtime Between Shifts. Deputies shall be guaranteed two (2) hours pay at the overtime rate of time and one-half if they are called back between shifts. For the purposes of this section, an “extension of shift” is defined as the completion of a deputy’s normal duties or related tasks, performed as an extension of normal work hours and 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 of time and one-half and the time will be considered an Order in.

3.03b Minimum Overtime On Regular Days Off. Deputies shall be guaranteed four (4) hours pay at the overtime rate of time and one-half if 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 of time and one-half. Regular days off are defined as the time between the last on-duty hour following completion of an deputy’s shift schedule until the first on-duty hour starting the deputy’s next shift schedule.

3.03c Minimum Overtime During Vacation. Deputies shall be guaranteed eight (8) hours at the overtime rate of time and one-half 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 of time and one-half without replacement of the vacation day.

3.03c(1) Vacation Overtime Authorization. In order to be paid for an order in during vacation, at the rate outlined in (c) 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.

3.03c(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 normal overtime rate.

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.

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 list monthly showing each deputy's respective number of overtime hours.

3.04c(1) Voluntary Overtime – 12-hour Shifts. Section 3.03 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 3.01c.

3.04d Voluntary Non-bid Overtime. The Sheriff's Office will call deputies for non-bid overtime based on their seniority, provided, that the list of deputies will be rotated (where last callout stopped, the next person in seniority starts the next call out) so as to give each deputy an equal opportunity for overtime work.

3.04e Mandatory Overtime. Mandatory overtime shall be paid at the overtime rate of time and one-half including deputies on 12-hour shifts irrespective of section 3.01c. 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 the other facility if minimum staffing cannot be maintained without such as action, or in case of emergency. 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. 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 Emergency Extended Shifts. Deputies who are required to work extended shifts of more than sixteen (16) consecutive hours because of emergency conditions shall be paid for designated period of sleep if in the facility, on duty and available for immediate response.

3.06 Compensatory Time. The provisions of the contract requiring one and one-half times the regular rate of pay for hours worked in excess of the regular scheduled workday or workweek do not apply to any deputy who requests and is granted compensating time off in lieu of overtime pay. Compensating time may be as agreed upon by the County and the individual deputy at the request of the deputy, but may not be imposed by the County in lieu of overtime pay upon any deputy who has not so requested such compensating time off. Compensatory time is accrued at the appropriate overtime rate for each hour of overtime worked. A deputy may accrue no more than 80 hours of compensatory time. By mutual agreement, a deputy may cash out accrued compensatory time at the end of each calendar year. A deputy will be allowed to use the comp time within a reasonable period and after making a request, so long as such use does not unduly disrupt the operations of the County. If compensation is paid to a deputy for accrued comp time, such compensation shall be paid at the regular rate earned by the deputy at the time the deputy receives such payment. Upon termination of employment, a deputy shall be paid for unused accrued compensatory time at their current rate of pay.

ARTICLE 4 – HOLIDAYS

4.01 Personal Holiday. Each deputy shall receive one (1) personal holiday (eight hours) each calendar year which may be taken by the deputy after the deputy has provided one week's written notification and received approval from his/her supervisor. 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.

4.01a Personal Holiday Scheduling. Stipulations to the above policy are as follows:

- **Staffing Requirements.** A personal holiday request may not conflict with facility staffing requirements.
- **Unreasonable Denial.** A personal holiday may not be unreasonably denied.

4.02 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.

4.02a 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.

4.03 Accrual and Bidding of Holidays. All Corrections Deputies and Corrections Sergeants shall accrue 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 except as noted below.

4.03a 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.

4.03b 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 3.02 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 4.02.

4.04 Pay on Designated Holidays. Deputies who work on President's Day, Veteran's Day, Thanksgiving, the day after Thanksgiving, the day before Christmas or Christmas Day (based on the actual holiday, not County-observed holiday) will be paid at the overtime rate of time and one-half 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. There shall be no compounding or pyramiding of premiums and overtime rates.

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 and 5.04 and used before December 31 of the following 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 5.01a) 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.

5.03 Vacation Bidding. During the month of July of each year, in conjunction with shift bidding (Article 3.02), 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 Corrections Deputies and one Sergeant 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 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 be allowed 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 on 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 make themselves available.

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. The Operations Lieutenant must receive all requests 30 days prior to the vacation commencing.

5.04 Vacation Bidding Limits. Total vacation hours which may be bid include the current year's accrued vacation under section 5.01a, holiday hours per section 4.03, vacation bonus pursuant to section 7.03. No deputy can take vacation unless the hours have been accrued and are available.

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 calendar year to the next, which is non-cumulative.

5.07 Floaters. Up to 40 hours of vacation may be unbid or "floated" with the requirement that any floater must be scheduled on approval of his/her Lieutenant with no additional overtime costs incurred.

ARTICLE 6 - HEALTH & WELFARE

6.01 Eligibility Criteria. The County agrees to make contributions into the Benefit Trust Funds and/or Whatcom County Self Insured Medical Plan, as outlined in the following Sections of this Article, on behalf of deputies covered by this Agreement who are regularly scheduled to work at least eighty (80) hours per month, with contributions to begin on the first of the month following three (3) months of eighty (80) hours compensated. Effective the first of the month following ratification, contributions will begin the first of the month following eighty (80) hours compensated in one (1) calendar 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. Compensation earned in one (1) month provides benefit coverage in a future month. Income resulting from an industrial injury to a maximum of twelve (12) months from the date of injury shall also be credited as compensation.

6.01a 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.

6.01a Change or Modification of Plans. The County and the Union agree that carriers may be changed, or benefits modified upon mutual agreement. The Whatcom County Self-Insured Medical Plan may be changed to a successor plan.

6.01b New Deputy's Self-Pay Option. If permitted by the plan, new deputies may elect to be covered under the medical benefits provided in this article or a successor plan, effective the first of the month following eighty (80) compensated hours in one calendar month by paying the full cost of such coverage for themselves and their dependents at the applicable COBRA rates through payroll deduction.

6.03 Health & Welfare: The County agrees to make monthly contributions for deputies, their spouses and dependents towards the following plans:

6.03a Medical. Whatcom County Self-Insured Cap Plan, or a successor plan.

6.03b Dental. Washington Teamsters Welfare Trust Dental Plan "B", or any successor plan.

6.03c Vision Care. Washington Teamsters Welfare Trust (extended benefit plan) or any successor plan.

6.04 Life Insurance. The County shall provide life insurance benefits for deputies equivalent to one year's base salary to a maximum of \$50,000, through a carrier to be selected by the County.

6.05 Premium Payments.

6.05a Medical. The County agrees to pay the appropriate monthly family premium amounts necessary to provide the medical benefits listed in Article 6.03 as follows:

6.05a(1) County Contribution. For the calendar year 2007, the County shall contribute up to \$732 per month, up to \$805 in 2008, up to \$886 in 2009, and up to \$975 in 2010 towards a medical plan offered by the County. A successor Cap plan may be required to have benefit modifications in order that coverage can be provided within the County's contribution.

6.05b Dental, Vision and Life Insurance. The County agrees to pay the appropriate monthly premium amounts and such increases as required to maintain the dental, vision and life benefits listed in 6.03 and 6.04.

6.06 Trust Terms. The County agrees to be bound by the terms of the Trustees of the Trust Funds.

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

6.08 Medical Coverage Dispute. The County and the Union agree that any dispute over a denial of coverage under the Whatcom County Self-Insured Medical Plan may be appealed, through Human Resources, to the County Executive for final resolution.

6.09 Medical Advisory Committee. The County shall establish a medical advisory committee of County employees for the specific purpose of reviewing, modifying or substituting a medical plan provided in Section 6.03a. The Union shall be given advance notice of such committee formation and shall be afforded an opportunity to designate one of its bargaining unit members to attend and participate in such advisory committee meetings that could impact members of the bargaining unit.

6.10 Retirement Health Savings Plan. The County agrees to make available to bargaining unit members a Retirement Health Savings Plan in accordance with and if allowable by IRS regulations.

ARTICLE 7 - SICK LEAVE

7.01 Sick Leave Usage. Sick leave shall include time off for the bona fide illness, accident or injury, dentist and doctor appointments of the deputy. Use of sick leave for other than the purposes outlined in this Article may result in disciplinary action.

7.01a Family or Registered Spousal Equivalent. A deputy may use sick leave to care for the child of the deputy with a health condition that requires treatment or supervision or for the care of a spouse, registered spousal equivalent (40 hour maximum), parent, parent-in-law or grandparent of the deputy who has a serious health condition or during a health emergency. Family members are as defined by WAC 296-130-020. Deputies must register their spousal equivalent with Administrative Services – Human Resources on the appropriate form before being able to utilize accrued sick leave. Provided, that the employer has the right to require a doctor's certification that the illness of the family member or registered spousal equivalent is sufficiently serious to require the deputy to be in attendance.

7.02 Eligibility Criteria and Accrual Rate. Cumulative sick leave shall accrue to each deputy covered by this Agreement who has completed three (3) months of employment of eighty (80) compensated hours per 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; 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.

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.

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.

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 Proof of Illness. Upon request of the County, the deputy will provide proof of illness.

7.06 Layoff. Sick leave shall continue to accrue during periods of approved leave of absence with pay 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 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 accumulation shall be reduced by the number of hours absent from work for the reasons set forth in 7.01 and 7.01a, and 7.08.

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.

7.09 Notification to Supervisor. It is the deputy's responsibility to notify his/her supervisor of their inability to work because of illness or injury prior to the beginning of the shift. In the event no sick leave notification is made within one (1) hour after the beginning of the shift, the supervisor shall consider and handle the deputy's absence as an absence without pay, unless the deputy later satisfactorily substantiates, before payroll deadline, that it was impossible to make or cause such notification. In the case of an illness which will result in a protracted absence, a letter from the doctor giving an anticipated return date will waive the daily notification requirement.

7.10 Sick Leave Sharing. The County agrees to allow a yearly donation of twenty-four (24) hours under the County's Sick 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 CARE

The County agrees to provide unpaid leave to any eligible deputy covered by this Agreement, consistent with the Washington State Family Leave Act, R.C.W. Chapter 49.78, and the Federal Family and Medical Leave Act. Deputies are not required to use accrued vacation 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, sick, and personal holiday time before beginning unpaid leave. Unpaid leave used prior to the date of ratification will not count towards the 12-week limit.

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, 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 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 (not to exceed 40 hours).

ARTICLE 11 - INITIATION FEE AND DUES CHECKOFF

11.01 Authorization of Deductions. For individuals who certify in writing that they authorize such deductions, Union initiation fees and monthly dues shall be deducted from the deputy's payroll and remitted to the Secretary-Treasurer of the General Teamsters Union, Local No. 231. Accompanying said monies shall be a list of deputies, their social security numbers, and amounts to be credited to their account.

11.02 Payroll Deduction. The Union and each deputy authorizing the assignment of wages for the payment of Union dues hereby undertake to indemnify and hold 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 deputy.

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

12.01 Specialty Positions. The Department may, at its discretion, appoint a deputy to the following specialty positions: Range Deputy, Transport Coordinator or 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 12.01 shall be paid one hundred and twenty dollars (\$120) per month in addition to their regular monthly salary. Effective the first pay period 2007 Matrix rates are implemented in the payroll computer system, deputies assigned to a Specialty Position listed in 12.01 shall be paid three point one percent (3.12%) based on step 6 of the deputies matrix and sergeants shall be paid two point six percent (2.60%) based on step 2 of the sergeant's matrix per month in addition to their regular wages.

12.03 Clothing and Cleaning Allowance. New Corrections Deputies shall be allowed six hundred and fifty dollars (\$650) as an initial clothing allowance. Taxes shall be withheld in accordance with state and federal law.

An annual clothing and cleaning allowance in the amount of five hundred and twenty-five dollars (\$525) (deputies not assigned to Transport receive \$425) shall be allowed for each Corrections Deputy and Sergeant. Taxes shall be withheld in accordance with state and federal law.

12.03a Allowance Usage. The clothing and cleaning allowance shall be used to purchase and maintain uniforms and clothing required by the Sheriff's Office, and all equipment for the safety and performance of the deputies. The department shall furnish sidearms, leather, and protective vests when required.

12.03b Allowance Paid by Warrant. Clothing allowance when due, shall be paid by separate warrant and not included with regular monthly pay and per IRS regulations shall be subject to tax.

12.03c Mandated Changes. Sheriff's Office mandated changes in uniform and equipment will coincide with the annual clothing and cleaning allowance. If a mandated change exceeds the allotted clothing and cleaning allowance, this section of the Agreement will be reopened for negotiations.

12.03d Annual Allowance Added to Wages. Effective January 1, 2008, the annual Clothing and Cleaning Allowance will be eliminated as a separate compensation item and will be 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.

12.04 Repair and Replacement. The cost of repair or replacement of clothing or personal equipment (including watch replacement or repair up to a total cost of thirty-five dollars [\$35]) used in furtherance of job related duties and damaged or destroyed in the line of duty will be borne by the County. (Does not include jewelry, or similar items.) The amount paid for replacement of a damaged item will be based on the general condition of the article. Whether damage was done in line of duty will be determined by the department, 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. Corrections Deputies certified as Transportation Deputies will receive an additional thirty dollars (\$30) per month in addition to their regular pay. Effective the first pay period 2007 Matrix rates are implemented in the payroll computer system, Transportation Pay will be eliminated as a separate compensation item and will be 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 those Corrections Deputies addressed in LOU #1, item #9.

12.05c Lunches. When Deputies are unable to eat lunch at the Kent Regional Justice Center because of transporting inmates to Western State Hospital, the County travel policy for lunches will apply.

12.05d Washington State Hospital Runs. The County agrees to continue the existing practice of providing two deputies for Washington State Hospital (WSH) runs when circumstances dictate.

12.06 UA Deputy. Deputies assigned as UA Deputy shall be paid one hundred dollars (\$100) per month in addition to their regular pay.

12.07 Polygraph Operator. Deputies assigned as Polygraph Operator shall be paid one hundred dollars (\$100) per month in addition to their regular pay.

12.08 Pyramiding of Premiums. There shall be no pyramiding of premiums paid under Article 12 of this Agreement except for Transportation Deputies.

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 Sheriff's Office. 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 each year with the concurrence of the Sheriff's Office. The results of such an exam shall be reported to the Sheriff's Office and retained in a confidential medical file.

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 - 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.

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 current members on the negotiations committee.

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

Beginning with the deputies seventh year of employment, the deputy shall receive thirty-five dollars (\$35) per month in addition to their regular rate of pay. Thereafter, on January 1st of each year, they shall receive five dollars (\$5) per month for each year of service to a maximum of twenty-five (25) years; one hundred twenty-five dollars (\$125) per month. Only full-time deputies shall receive longevity pay. Effective the first pay period 2007 Matrix rates are implemented in the payroll computer system, longevity will be eliminated as a separate compensation item and will be 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 longevity as an element of wages.

ARTICLE 18 - GENERAL CONDITIONS

18.01 Range Placement. The County shall place deputies in a pay range 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. Effective the first pay period 2007 Matrix rates are implemented in the payroll computer system, 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.

18.04 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 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.

18.07 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.

18.08 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.

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

18.10 Work In Higher Classification. Any deputy required to perform work in a position with a higher wage classification to that which the deputy normally holds for any hour worked, shall be paid at the deputy's normal rate of pay plus one dollar (\$1.00) per hour, or plus five percent (5%), whichever is the greater while so acting.

18.10a Acting Sergeant. Corrections Deputies who have taken and passed the sergeant's examination shall be eligible to be appointed as acting sergeants should no supervisory personnel be available. In the absence of both a sergeant and acting sergeant, the Sheriff's Office may designate the available senior qualified deputy to serve as acting sergeant.

18.11 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.

18.12 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.

18.13 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.

18.14 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.

18.15 Electronic Funds Transfer. All regular deputies shall authorize paycheck deposit by electronic funds transfer (EFT) within thirty (30) days of ratification or 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.

ARTICLE 19 - SALARY SCHEDULE

Deputies on the payroll on the date of ratification or hired after the date of ratification, shall be classified pursuant to Addendum A and paid pursuant to Addendum B, 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.

20.01c 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.

20.01d 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.

20.01e 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.

20.01f 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.

20.01g 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.

20.01h Arbitration Venue. Venue for all grievance arbitrations shall be Whatcom County unless otherwise mutually agreed.

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 that 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 an 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. This Agreement shall be in full force and effect from January 1, 2007, to and including December 31, 2010, 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, 2011, 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 24th day of July, 2007, by the duly authorized representative of the parties hereto.

GENERAL TEAMSTERS UNION
LOCAL NO 231

WHATCOM COUNTY, WASHINGTON

By: Chuck Eggert
Chuck Eggert
Secretary-Treasurer

By: Pete Kremen
Pete Kremen
Whatcom County Executive

APPROVED AS TO FORM:

DATE COUNCIL APPROVED:

Daniel L. Gibson 07/12/07
Assistant Chief Civil Deputy Prosecuting Attorney

7-27-07
Date

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

POSITION TITLE INDEX

<u>Range</u>	<u>Position</u>
1	Corrections Sergeant
2	Corrections Deputy

ADDENDUM B
CORRECTIONS DEPUTIES HOURLY MATRICES

2007 Corrections Matrix - effective the first pay period 2007 matrix rates are implemented in the payroll computer system.

	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
Sergeant		\$27.34	\$28.63	\$29.68	\$30.87	\$31.20	\$31.31	\$31.43	\$31.56	\$31.69	\$31.81				
Deputy	\$19.24	\$19.82	\$20.40	\$21.22	\$22.03	\$22.90	\$24.08	\$24.76	\$25.54	\$25.81	\$25.92	\$26.04	\$26.17	\$26.30	\$26.43

2008 Corrections Matrix - effective January 1, 2008

	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
Sergeant		\$28.28	\$29.60	\$30.68	\$31.90	\$32.55	\$32.66	\$32.79	\$32.92	\$33.06	\$33.18				
Deputy	\$19.98	\$20.57	\$21.17	\$22.01	\$22.84	\$23.73	\$24.68	\$25.38	\$26.15	\$26.97	\$27.09	\$27.21	\$27.34	\$27.48	\$27.61

2009 Corrections Matrix - effective January 1, 2009

	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
Sergeant		\$28.99	\$30.34	\$31.45	\$32.70	\$33.69	\$33.80	\$33.94	\$34.07	\$34.22	\$34.34				
Deputy	\$20.48	\$21.08	\$21.70	\$22.56	\$23.41	\$24.32	\$25.30	\$26.01	\$26.80	\$27.91	\$28.04	\$28.16	\$28.30	\$28.44	\$28.58

2010 Corrections Matrix - effective January 1, 2010

	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
Sergeant		\$29.71	\$31.10	\$32.24	\$33.52	\$34.87	\$34.98	\$35.13	\$35.26	\$35.42	\$35.54				
Deputy	\$20.99	\$21.61	\$22.24	\$23.12	\$24.00	\$24.93	\$25.93	\$26.66	\$27.47	\$28.89	\$29.02	\$29.15	\$29.29	\$29.44	\$29.58

**LETTER OF UNDERSTANDING #1
BY AND BETWEEN
WHATCOM COUNTY, WASHINGTON
AND
TEAMSTERS UNION LOCAL 231**

This letter of understanding is in consideration of that certain collective bargaining agreement between the Teamsters Union, Local 231, and Whatcom County, known as the Corrections Deputies collective bargaining agreement, which was fully executed for the period of January 1, 2007 - December 31, 2010.

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. Female Shift Bidding. Upon request, the Union agrees to meet and discuss female shift bidding in order to ensure appropriate coverage.

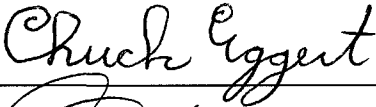
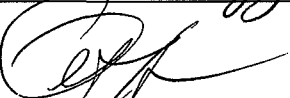
5. Retroactivity. The parties agree that in lieu of retroactivity, each deputy and sergeant not at the top step of the 2006 matrix and employed on the date this agreement is ratified by the County shall be paid three percent (3.0%) of year-to-date gross earnings for all hours compensated in 2007 prior to implementation of rates contained in this 2007 – 2010 collective bargaining agreement. Deputies and sergeants eligible for movement to a new top step (based on one year of service in current step) will receive an additional one percent (1%) – for a total of four percent (4.0%) of year-to-date gross earnings for all hours compensated in 2007 prior to implementation of rates contained in the 2007 – 2010 collective bargaining agreement.

6. Clothing Tax Deductions. If any monies are owed for tax on clothing allowance from 2006 and/or 2007, these monies will be deducted from the payment in lieu of retroactivity.

7. Electronic Funds Transfer (EFT). The Parties agree that Section 18.15 shall not compel employees not currently enrolled to use EFT for the receipt of their pay provided they “opt-out” in writing within 30 days of this Agreement being ratified by the County. All new employees shall as a condition of employment be paid with EFT.

8. Longevity Transition. Due to shifting of longevity pay into regular wages, employees will be grandfathered into a step based on years of service. Current employees will move to the next step as outlined on the attachment. All employees not listed will be required to meet time in step requirements of section 18.03. In addition, the following employees will be moved to the steps listed (with the date listed becoming their new step date) and also receive the listed lump sum payment as part of the payment of lieu of retroactivity. Michael Buren - step 3 - January 1, 2008 - lump sum of \$252; Connie George – step 4 – November 1, 2007 – lump sum of \$227; Randall Winter – step 6– August 1, 2007 – lump sum of \$428.

9. Transportation Qualified. The following employees who are not as of January 1, 2007 transportation qualified will be grandfathered and will not be required to be transportation qualified during their Corrections employment with Whatcom County: Sylvia Bertels, Janelle Dempsey, Mike Gerner, Pete Guyer, Susan Johanson, Ken Langerak, Shirley Nicholas, Debbie Okon, Gary Shepherd, and Mike Zender. Other deputies hired prior to December 31, 1998, can be relieved of the transportation qualified requirement as approved by the Sheriff.

NAME	SIGNATURE	DATE
Chuck Eggert, Teamsters Local 231		7-11-07
Pete Kremen, County Executive		7-25-07

Approved as to Form:



 Daniel L. Gibson
 Assistant Chief Civil Deputy Prosecuting Attorney

07/12/07

 Date

**LETTER OF UNDERSTANDING #2 (TEMPORARIES WITH BENEFITS)
BY AND BETWEEN
WHATCOM COUNTY, WASHINGTON
AND
TEAMSTERS UNION LOCAL 231**

This Letter of Understanding is by and between Whatcom County, hereafter called "the County," and Teamsters Local 231, hereafter called "the Union," regarding the Corrections Deputies Collective Bargaining Agreement in effect January 1, 2007 – December 31, 2010.

The purpose of this Letter of Understanding is to establish the conditions under which an employee may fill a temporary position with benefits under the Corrections Deputies Collective Bargaining Agreement (CDCBA).

1) Temporaries with Benefits

The County sometimes identifies the need for 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 meet the benefit eligibility threshold of eighty (80) compensated hours per 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

Temporaries with benefits will join the Union in accordance with Section 1.02 of the CDCBA.

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

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

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
- New employee self-pay option for medical benefits

- Seniority
- Paid and Unpaid Leaves of Absence (other than those described above)
- Longevity
- 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 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 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 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.

Name	Signature	Date
Chuck Eggert, Teamsters Local 231		7-11-07
Executive's Office		7-25-07

Approved as to Form:


 Daniel L. Gibson, Assistant Chief Civil Deputy Prosecuting Attorney

07/12/07
Date