

**AGREEMENT
BY AND BETWEEN**

LINCOLN COUNTY



AND

**LINCOLN COUNTY DEPUTIES
TEAMSTERS 690
(Commissioned Employees)**



January 1, 2022 through December 31, 2024

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**AGREEMENT
BY AND BETWEEN
LINCOLN COUNTY AND LINCOLN COUNTY DEPUTIES
TEAMSTERS 690
2022 - 2024
PREAMBLE**

This Agreement entered into by Lincoln County, State of Washington, hereinafter referred to as the "County" and the Lincoln County Deputies Teamsters 690, hereinafter referred to as the "Teamsters", has as its purpose the promotion of harmonious relations between the County and the Teamsters in the public interest.

EMBODIMENT

This Agreement constitutes the entire Agreement between the parties and no oral statements shall add to or supersede any of its provisions.

The parties acknowledge that during the negotiations which preceded this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of Collective Bargaining and that the understanding and agreements arrived at by the parties after the exercise of the right and opportunity are set forth in this Agreement, each voluntarily and unqualifiedly for the term of this Agreement, waive the right, and each agree that, except as may otherwise be provided in this Agreement, the other shall not be obligated to bargain collectively regarding any subject or matter not specifically referred to or covered in this Agreement, even though such subjects or matters may not have been within the knowledge or contemplation of either or both of the parties at the time they negotiated and signed this Agreement.

The parties further agree, however, that this Agreement may be amended by the mutual consent of the parties in writing at any time during the term of this Agreement.

ARTICLE I - RECOGNITION

ARTICLE I- RECOGNITION & SECURITY

1.1 Union Dues and Fees: When an employee provides written authorization to the Employer and to the Union, the Employer will deduct from the Employee's salary, an amount equal to dues required to be a member or represented by the Union.

1.2 Notification: When the Employer hires a new employee recognized as a position covered in the bargaining unit, the Employer shall, within seven (7) calendar days of the date of employment notify the union in writing giving the name, social security number, hire date, address and classification of the employee hired. Per statute, Union representatives shall be given thirty minutes paid time with each new employee to discuss union membership. This normally will take place during new employee orientation.

1.3 Dues Cancellation: An employee may cancel payroll deduction of dues and/or service fees by written notice to the Employer and the Union on the appropriate union cancellation forms. The cancellation will become effective on the second payroll after receipt of the notice.

1.4 Indemnification: The Union agrees to indemnify and hold the Employer harmless from all claims, demands, suits or other forms of liability that arise against the Employer for or on account of compliance with this Article and any issues related to the deduction of dues or fees. The Employer shall promptly notify the Union in writing of any claim, demands, suit or other form of liability asserted against it relating to its implementation of this article.

ARTICLE II - MANAGEMENT RIGHTS

2.1 The Bargaining Unit recognizes the rights of the County, through the Sheriff's Office administration, to operate and manage the department, including but not limited to the rights to establish and require reasonable standards of performance, to maintain order and efficiency; to direct employees; to classify, reclassify and to determine job assignments and working schedules; to determine the materials and equipment used; to implement new and different methods and procedures; to determine staffing levels and requirements; to determine the kind, type and location of facilities; to introduce new or different services or facilities; to discontinue or merge existing services and/or facilities; to extend, limit, contract for or curtail the whole or any part of the operations as may be permitted by law.

2.2 The Bargaining Unit recognizes the rights of the County, through the Sheriff's Office Administration to select, hire, classify, assign, promote consistent with the current Civil Service Rules or transfer employees, to discipline, demote, suspend or discharge employees for just cause and, as covered by current or those hereafter adopted Rules and Regulations of Civil Service; to promulgate and enforce reasonable rules, regulations and personnel policies and procedures; provided that such rights, which are vested solely and exclusively with the County, shall not be exercised so as to violate any of the specific provisions of the Agreement.

2.3 The parties recognize that the above statement of management rights is for illustrative purposes only and should not be construed as restrictive or interpreted so as to exclude management prerogative not mentioned.

2.4 Nothing in this article is to be construed as limiting the rights of the Teamsters to require bargaining pursuant to RCW 41.56.

ARTICLE III – SENIORITY

3.1 Bargaining unit seniority shall be determined by length of service in classification. Countywide seniority shall be determined by length of service with Lincoln County. Bargaining unit seniority shall be utilized for shift bid and vacation selection.

ARTICLE IV - SETTLEMENT OF DISPUTES

4.1 Any grievance or dispute which may arise between parties concerning the application, meaning or interpretation of this Agreement shall be settled, at the employee's election, either in the manner prescribed by the agreed upon grievance procedure set forth in this Agreement or under the procedure contained in the Lincoln County Civil Service Rules.

ARTICLE V - GRIEVANCE PROCEDURE

5.1 A "grievance" is defined as a dispute involving the application of the provisions of this agreement. The parties agree that discipline is a command/management function. Decisions on disciplinary matters where discipline imposed involves discharge, suspension, demotion or written reprimands shall be subject to the grievance procedure; however written reprimands may not be pursued to arbitration. Oral admonishments, verbal warnings, counseling, performance evaluations and remedial training shall not be subject to the grievance procedure.

All grievances shall be presented within fourteen (14) days of the alleged occurrence of the date the employee actually knew or reasonably should have known of the occurrence, whichever is later. This time limit and the other time limits set forth in this Article may be extended by mutual agreement of the Employer and the Teamsters. All references to time in this Article shall be to calendar days.

Informal Resolution. The parties acknowledge that every effort should be made by the employee(s) and the supervisor(s) to resolve issues prior to initiating grievance procedure.

By mutual agreement, the parties may agree to waive any step in the grievance procedure.

Step 1: If an employee or the Teamsters believes that the application of the provisions of this agreement have been violated, they shall first discuss this matter with the person who took the action within fourteen (14) days of the date upon which the employee, by due diligence, could reasonably have been expected to know of such action. The person who took the action shall provide the employee with a written response within fourteen (14) calendar days of the date upon which the grievance was discussed with the employee. Failure to discuss this matter with the person who took the action within the fourteen (14) calendar days shall be deemed a waiver of the right to proceed further in the grievance procedure. In the event the person who took the action is unavailable, the grievance may be initiated, following the normal chain of command. In the case that the employee holds the rank of sergeant, the parties may mutually agree to omit either Step 1 or Step 2. Consistent with RCW 41.56.080, nothing in this article shall prevent a bargaining unit member from presenting a grievance to the employer and have such grievance adjusted without the intervention of the exclusive bargaining representative, if the adjustment is consistent with RCW 41.56.080, the terms of the collective bargaining agreement and the Teamsters has been given reasonable opportunity to be present at any initial meeting called for resolution of such grievance.

Step 2: In the event that the Step 1 action does not resolve the issue to the satisfaction of the employee or the Teamsters, the employee or Teamsters shall reduce the matter to writing. The employee shall have the right to be assisted by an employee or the Teamsters shall present the written grievance to the next person in the chain of command within fourteen (14) calendar days of the date the employee received a written response at Step 1 of this procedure. Failure to submit a written grievance within fourteen (14) calendar days of the Step 1 response shall be deemed a waiver of the right to proceed further in the grievance procedure. The next person in the chain of command may meet with the employee and the employee's representative within fourteen (14) calendar days after receipt of the written grievance for the purpose of considering the matter. The next person in the chain of command shall reduce his or her decision to writing and shall transmit the decision to the employee with a copy to the Teamsters representative within fourteen (14) calendar days after meeting with the employee and Teamsters representative or after receiving the written grievance, whichever is longer.

Step 3: In the event that the next person in the chain of command does not resolve the grievance to the satisfaction of the employee or the Teamsters at Step 2 of this procedure, the employee or the Teamsters shall transmit a copy of the original grievance along with a copy of the written response received in Step 2 to the Sheriff within fourteen (14) calendar days of the receipt of the next person in the chain of command's written response. The Sheriff may convene a meeting with the Teamsters representative in an attempt to resolve the grievance. The Sheriff shall reduce his or her decision to writing within fourteen (14) calendar days.

Step 4: In the event that the Sheriff's decision does not resolve the grievance to the satisfaction of the Teamsters at Step 3 of this procedure, the matter may be elevated to binding arbitration.

Step 5: (a) Selection of Arbitrator: A neutral arbitrator shall be selected by mutual agreement or through a mutually agreeable process. In the event the parties cannot agree, either party may petition the Public Employment Relations Commission for a panel of arbitrators. The party requesting the panel shall strike the first name and the parties shall thereafter alternately strike names until one name is remaining. That person shall then serve as the arbitrator.

(b) Powers and Duties of the Arbitrator: The hearing on the grievance shall be informal and the rules of evidence shall not apply. The arbitrator shall not have the power to add to, subtract from, or modify the provisions of the Agreement in arriving at a decision of the issue or issues presented: and shall confine his/her decision solely to the interpretation, application, or enforcement of this Agreement. The arbitrator shall confine himself/herself to the precise issue(s) submitted to him/her for arbitration, and shall not have the authority to determine any other issue(s) not submitted to him/her. The decision of the arbitrator shall be final and binding upon the aggrieved employee, the Teamsters and the employer.

(c) Costs of Arbitration: The expenses of the neutral arbitrator shall be borne equally by the parties. Each party shall signly bear all costs related to preparing and presenting its own case before the arbitrator, including costs of witnesses. The party desiring a record of the proceedings shall bear the cost of obtaining such record. Fees and expenses of the arbitrator shall be equally split between the Parties: otherwise, each Party shall pay its own fees, expenses, and costs , including attorney fees, witness compensation and transcript requests.

ARTICLE VI - COUNTY SECURITY

6.1 The Teamsters and the County agree that during the life of this Agreement they will not cause, encourage, participate in, or support any strike or picketing against management or any slowdown or other interruption of or interference with the normal work routine.

ARTICLE VII - HOLIDAYS

7.1 The following holidays shall be recognized by permanent employees on the traditional date of that holiday:

- | | |
|---------------------------------------|--------------------------------|
| 1. New Year's Day (January 1) | 8. Labor Day (1st Monday Sept) |
| 2. Martin Luther King, Jr.'s Birthday | 9. Veteran's Day (Nov 11) |
| 3. President's Day | 10. Thanksgiving Day |
| 4. Floater (August 1 st) | 11. Day after Thanksgiving |
| 5. Memorial Day | 12. Christmas Eve (Dec 24) |
| 6. Juneteenth (19 June) | 13. Christmas Day (Dec 25) |
| 7. Independence Day (July 4) | |

- 7.2 Any other day may be a legal holiday if proclaimed so by the State Legislature or the Board of Commissioners; or by a state official who has been granted legal authority to decree such a holiday or the Board of County Commissioners of Lincoln County.
- 7.3 Whenever an employee works the majority of a regular schedule on any of the above mentioned holidays he/she shall be paid for their regular time and one and one half (1 1/2) his/her regular rate of pay. All regular full-time employees will receive one day of holiday leave (8 hours or 10 hours depending on schedule) that he or she shall attempt to schedule during the calendar year in which the holiday leave has accrued. If an employee works over eight hours on a holiday, he or she shall receive holiday credit on a basis of one hour for every hour worked. If a member works a holiday overtime shift on his/her "day off", he or she will receive one and one half (1 1/2) his/her regular rate of pay and shall receive additional holiday credit on a basis of one hour for every hour worked that holiday. An employee may cash out up to 40 hours of holiday pay at any time during the calendar year. Accrued holiday leave must be scheduled and taken by March 31st following the calendar year in which they were accrued. If it is not possible to grant a day off, the employee shall receive his holiday pay, at his or her regular rate of pay, for each holiday accrued and not taken.

ARTICLE VIII - WAGES

8.1 Effective January 1 2022, January 1, 2023 and January 1, 2024 all bargaining unit employees will receive 100% of the CPI - Urban Wage Earners and Clerical Workers/US All Items 1982-1984=100/US Cities Average/All Items (June 30 to July 1), with the minimum of 2.0% and a maximum of 4.5%.

8.2 A monthly longevity bonus in the following amount will be paid to an employee, in addition to his present rate of pay, if the employee has:

5 or more years of continuous service	\$150.00/month
10 or more years of continuous service	\$200.00/month
15 or more years of continuous service	\$250.00/month
20 or more years of continuous service	\$300.00/month
25 or more years of continuous service	\$350.00/month
30 or more years of continuous service	\$400.00/month

8.3 Specialty Certification Pay

Effective upon the date of this agreement, members assigned to the following additional duty roles, who also hold the necessary certifications for that duty role, will receive the following incentive pay added to their monthly pay for each certification. Members may combine incentives up to a maximum of 5% added to their monthly pay

Field/PTO Training Officer	3%
Evidence Custodian	3%
Firearms Instructor	3%
Marine LE	2%

(a)The number of positions open a given duty role shall be a determination made by the Lincoln County Sheriff. A copy of the current number of duty role positions, and the members assigned to those roles, shall be maintained by the Lincoln County Sheriff's Office and available for inspection by any member, upon reasonable request.

(b) Assignment to any of the above duty roles, including assignment to the training or certification process, shall be within the Lincoln County Sheriff's sole discretion. Holding the proper certifications for any duty role shall not create a permanent right to assignment in that duty role, or the associated specialty pay bonus. The Lincoln County Sheriff shall have sole authority over which employees are assigned to which duty roles based on his individual determination. Additionally, the Lincoln County Sheriff shall have sole discretion to revoke an employee's assignment to any duty role and associated specialty certification pay.

8.4 Employees shall be paid in accordance with the wage schedule attached to this Agreement and marked "Appendix A" and herein incorporated by reference. During negotiations for the 2014 contract, it was bargained for the duration of the contract and there forward that the Sergeant Wage Scale will cap at four (4) steps and this statement will remain in the agreement simply as historical explanation.

8.5 For the purpose of advancing on the Wage Schedule, employee's anniversary dates will be as the 1st day of the month of hire.

8.6 During negotiations of the working agreement that was signed in 2006 and effective until the end of 2007, the Board of County Commissioners agreed to add 2% (two percent) to the base salary of each commissioned deputy in consideration for the Sheriff's Office policy on residency. That increase remains in the base salary of each commissioned deputy and this statement will remain in the working agreement simply as a historical explanation of the consideration given and received.

8.7 Subject to the provisions contained section 8.8, entry or Lateral hired road deputies are required as a condition of employment to reside on either the east or west side of Lincoln County for a minimum of (3) three years, to commence at the conclusion of their academy and field officer training program. The Sheriff will decide the location (east or west side) that the new hire will live and is the sole discretion of the Sheriff. At any time during hiring or during employment the Sheriff may authorize a Deputy to live outside the County, at the request of the Deputy, on a case by case basis and at the sole discretion of the Sheriff. A Lateral Deputy is considered to have already completed the Basic Washington State Criminal Justice Academy or equivalency. Entry Level is considered to be a deputy who has not completed the Basic Criminal Justice Training Academy. Per the Sheriff's Office Standard Operating Procedures (S.O.P.) requires all deputies to notify the Sheriff of all address and phone number changes. The employee moving from one location to another shall notify the Sheriff within 60 days of their intention to move.

8.8 At any time during hiring or during employment the Sheriff may authorize a Deputy to live outside the County, at the request of the Deputy, on a case by case basis and at the sole discretion of the Sheriff.

(a) Any employees who live outside Lincoln County shall be within the boundaries of Lincoln County prior to signing in to service at the start of their regularly scheduled shift and, subject to the normal duty requirements, shall remain within the boundaries of Lincoln County until their shift concludes.

(b) With the exception of the terms specified in section 17.4 (b), employees living outside the County shall not be compensated for any travel time necessary to reach the boundaries of Lincoln County, prior to the start of their regularly scheduled shift, or travel time necessary to reach their residence at the conclusion of that shift.

ARTICLE IX - VACATIONS

9.1 All permanent employees in the Sheriff's Department shall be entitled to the following paid vacation benefits:

Accrual in Hours

1.	0 – 5 years	120
2.	6 – 10 years	150
3.	11 – 15 years	180
4.	16 – 20 years	210
5.	21 – 25 years	240
6.	26 – 30 years	270
7.	31 + years	300

9.2. No later than the employee's anniversary date of hire occurring in calendar year 1991, no employee shall accrue vacation days in an amount exceeding to total number of vacation days earned during the previous two anniversary years. Upon termination or retirement, an employee may cash-out accrued vacation up to the maximum allowed in the County "Personnel Policy and Procedures Manual", currently established at 240 hours of accrued vacation.

ARTICLE X - UNIFORM ALLOWANCE

10.1 The County agrees to provide uniforms of good quality and in good condition, and also will furnish weapons, duty leather and/or any other equipment it deems reasonably necessary for employees to perform the duties of Deputy Sheriff for Lincoln County. If any item is furnished by the County, and except for cases in which an employee's negligence results in loss or damage the County will maintain, repair or replace the item when it becomes, unserviceable, unsafe, non-repairable, or does not appear to be of good quality and appearance to the public. The make, caliber and model of weapon; type, color and style of leather will be at the discretion of the County. A supervisor shall attempt to provide an employee with approval or disapproval within (3) three working days, excluding Saturday or Sunday.

10.2 Uniforms and equipment purchased by the County will remain the property of the County Sheriff's Office.

10.3 The County also agrees to provide dry cleaning service for uniforms not to exceed thirty dollars (\$30.00) per month. The parties hereto recognize that circumstances, occurring during duty, may warrant an expenditure exceeding the \$30.00 per month limitation; any expenditures beyond the monthly maximum shall be subject to the Sheriff's review and sole discretion.

10.4 The County also agrees to provide a boot allowance. This amount shall be paid either as \$150.00 per year or \$300.00 every second year.

10.5 The County will provide a sunglasses reimbursement allowance. Employees shall receive reimbursement, up to \$250 per year, upon providing the county with receipt for an applicable non-prescription sunglasses purchase.

ARTICLE XI - LEAVES OF ABSENCE

The normal procedures for processing requests for leave of absence shall follow those procedures generally set forth by the Civil Service Rules and Charter of the Civil Service Commission. In addition, however, the following times are made a part of this Agreement:

11.1 Application for leave: Any request for leave of absence shall be submitted in writing by the employee to his immediate supervisor. The request shall state the reason for leave being requested and the length of time off the employee desires. Authorization of a leave of absence shall be furnished to the employee by his immediate supervisor and it shall be in writing, provided that such approval of authorization shall reside with the department head. Any request for leave of absence shall be promptly answered. Request for immediate leaves (for example, family sickness or death) shall be

answered before the end of shift on which the request was submitted. All requests for leave shall be answered within ten (10) days.

11.2 Military leave: In accordance with the Military Selective Service Act, Deputy Sheriffs shall be granted time off to meet their required military obligation. Employees who are required to attend military meetings shall suffer no loss of pay for a period of time not to exceed twenty one (21) days per year. Employees so required to serve a military obligation must supply their department head with necessary orders. Such orders should be submitted with as much advance notice as possible so that proper replacement can be secured. The County will make up the difference between military and County pay, if the County pay is higher.

11.3 Sick leave: (a) Will be accrued on the basis of one (1) workday to be earned for each month of employment. This may be accumulated to a maximum of one hundred twenty (120) working days. For the purposes of accrual calculation, a day shall be calculated as "8 hours." Also, if an employee quits or is separated from the County, after five (5) years of employment, the County will pay one half (1/2) of the accumulated sick leave, up to a maximum of 400 total accumulated hours. Sick leave shall not apply to temporary or seasonal employees and regular part time employees shall earn one (1) day of sick leave for each 173 hours worked and shall be paid sick leave in proportion to the number of hours at least one half (1/2) of the month that it is worked. The County may require doctor's verification on any sick leave. If an employee calls in sick prior to his or her shift, sick leave must be used first if the employee has sick leave available.

(b) Shall include necessary time off to care for minor child of the employee with a health condition requiring treatment or supervision or illness or injury in the immediate family requiring the attendance of the employee.

(c) Washington State Sick Leave

The employer will comply with the Washington State Sick Leave Act pursuant to RCW49.46.210 and, among the other provisions of the Act, will accrue one (1) hour sick leave for every forty (40) hours worked. Unused paid sick leave, up to forty (40) hours, carries over each year. This leave is not additional leave it is a part of the sick leave accrual but must be tracked separately per statute. PFMLA

For 2021, the Paid Leave premium is 0.4% of each employee's gross wages (pre-tax wages, minus tips). Of this 0.4% of gross wages, employees pay 63.33%, and the employer pays the other 36.67%.

11.4 Family Leave: will be granted in accordance with the mandatory features of the Washington State Family Leave Act and the mandatory features of the Federal Family Leave Act.

11.5 Sick Leave Cash Out: A sign-up period for sick leave cash out shall be held March 1st through March 31st, for inclusion in April payroll, each year, so that employees may convert annual sick leave with the following restrictions:

- (1) If an employee has accrued 150 hours or more, he/she may convert up to 40 hours.
- (2) If an employee has accrued 350 hours or more, he/she may convert up to 60 hours.
- (3) If an employee has accrued 500 hours or more, he/she may convert up to 80 hours.

11.6 Bereavement Leave: In case of a death of an "immediate" family member, (spouse, child, stepchild, parent, grandparent, brother, sister, mother-in-law, father-in-law, grandchild, aunt, uncle, stepmother, stepfather) the employee will be granted three (3) days of bereavement leave that will not be charged against either his/her annual or sick leave. Additional leave may be granted pursuant to County personnel policies.

ARTICLE XII - DEFERRED COMPENSATION

Twice a year, in March and August, and in accordance with RCW 41.04.250, employees may contract with the Employer to defer a portion of that employee's income, which deferred portion shall in no event exceed the amount allowable under 26 U.S.C. Sec. 457, and deposit and invest such deferred portion into a County approved program. An income deferred under such a plan shall continue to be included as regular compensation, for the purposes of computing state or local retirement and pension benefits earned by any employee.

ARTICLE XIII - JURY DUTY

County employees shall be encouraged to serve jury duty at times when they are called. Employees so called and asked to serve during the working hours will suffer no loss of pay. Employees shall be paid their regular pay for jury duty. Employees called during the working day or excused during the day, shall report immediately by phone or in person to their supervisor for instructions as to whether to report for work during the remainder of the workday. Jury duty consideration does not apply to hourly or part-time personnel.

ARTICLE XIV – INSURANCE

14.1 The County agrees to continue the liability and false arrest insurance program that is currently in effect. The minimum coverage the County agrees to pay is as follows: \$250,000.00 per person and/or \$500,000.00 per occurrence.

14.2 January 1, 2022 the county agrees to pay up to a maximum of \$820.00 monthly towards the employee's individual County medical insurance plan. Any greater cost difference in the cost of the employee's selected health plan above the described amount of the County contribution will be the employee's.

Employees may decide not to take the county provided insurance on the condition that they provide proof of alternate insurance that complies with the minimum requirements for coverage as outlined in the County Policy and Procedures Manual. If an employee elects not to sign up for County approved medical insurance, \$600.00 monthly will be contributed to his/her Health Reimbursement Arrangement (HRA) via a Voluntary Employees' Beneficiary Association (VEBA), which will be in the employee's name. Employees enrolled in a qualified group medical plan outside the county offered medical plan will be enrolled in a Standard HRA VEBA plan. Employees that enroll in an individual qualified medical plan will be enrolled in a Post Separation HRA VEBA plan. It is understood that the Teamsters agreed to the provisions of this article and their selection shall not be automatically amended or otherwise affected by the selection of different options by other County bargaining units or other groups of employees.

Both parties agree that the County will provide a benefit with a value of \$48.00 to each full time employee to enroll in the LifeFlight Membership Program for the life of the agreement.

14.3 Any greater cost difference in the health program premiums and the above described amounts of coverage for LEOFF employees, spouses, and dependents will be the responsibility of and at the cost of the employee.

ARTICLE XV - SAVINGS CLAUSE

If any Section of this Agreement is declared invalid or unconstitutional for any reason, such declaration of invalidity or unconstitutionality shall not affect the other sections or portions thereof which shall be valid.

ARTICLE XVI - PERSONAL PROPERTY

The County agrees to repair or replace items of personal property up to an amount of five hundred dollars (\$500) including, but not limited to, eye glasses, watches, uniforms and personal clothing, if the loss or damage occurs while the officer is in a service status, provided the loss is not due to the officer's personal negligence. Anything above the five hundred dollar (\$500) amount will require further review and approval by the administration.

ARTICLE XVII - WORK PERIOD AND OVERTIME

17.1 The normal work week shall be no more than five (5) consecutive eight (8) hour days or four (4) consecutive ten (10) hour days, followed by two (2) or three (3) consecutive days off, rotating 12-hour shifts, or 10-40, unless mutually agreed upon by the Sheriff and the Teamsters. The normal work week shall be comprised of normal workdays as defined above within the period of one calendar week. Employees will be allowed sufficient time for lunch, normally one half (1/2) hour, but it is understood that they remain on duty status during that time. Employees going off shift will remain on duty only long enough to adequately inform their replacements of operational conditions and status.

17.2 Compensatory time shall be earned or overtime will be paid at the rate of one and one half (1/2) times the employee's regular hourly rate for all hours worked over the normal duty day. All overtime must be pre-authorized by a supervisor. Only under emergency conditions and the lack of availability of a supervisor may dispatch authorize the performance of work that would qualify for overtime, compensatory time or call out.

17.3 Compensatory time or overtime hours will be selected, computed and turned in before the 10th of each month. Employees hired prior to January 1, 2014 may not accrue more than 360 hours of compensatory time at any point in time and any employee hired January 1, 2014 or thereafter may not accrue more than 80 hours of compensatory time at any point in time, when an employee has reached the applicable limit on accrued unused compensatory time, any further overtime must be paid in cash. Employees will be allowed to use compensatory time within a reasonable period after making a request if such use does not unduly disrupt operations.

17.4 CALL-OUT: When an employee is called into service after completing an eight (8) hour shift, and prior to his or her next regularly scheduled shift, he or she shall receive a minimum of two (2) hour call out time to be paid at one and one half (1 1/2) times the regular rate of pay. If the occurrence takes longer than two (2) hours the employee shall receive the higher compensation. An employee's "service" shall commence at the time the employee agrees to respond for service by telephone or by radio. Service shall terminate upon the employee's sign out by the same method. If an employee is called out on a day that is his/her regularly scheduled day off, that employee will receive a minimum of four (4) hours of pay, at his/her overtime rate. With a 72 hour notice, a shift may be changed/alterd to accomdate training, meetings etc. without accruing overtime.

- (a) Call out for Court/Training: Anytime an employee is required to appear in Court outside of his or her regularly scheduled shift, he/she shall receive a minimum of two (2) hours pay at the appropriate overtime rate if the employee resides in Davenport. If the employee resides outside of Davenport, the minimum shall be three (3) hours pay. A situation involving deputies being called back to a work function or required training/detail shall fall under this section. For the purpose of this Agreement, reasonable notification for training shall be 72 hours with proper notification to all employees.
- (b) Call out for Employees Residing Outside the County: Should an employee, who resides outside the county, be called back in to service prior to arriving at their residence, compensation shall be calculated as though they had not yet signed out of service for the prior shift. This term shall only apply to employees who reside outside the county, under section 8.8.

17.5 Working out of Classification: Whenever an employee is specifically assigned by his or her supervisor, or the Sheriff, to perform a majority of the duties and to accept a majority of the responsibilities, of an employee at a higher paid bargaining unit classification, he or she shall be paid at a rate one step higher than his or her current classification while performing such duties and accepting such responsibility.

17.6 Members of the bargaining unit shall be given first consideration by seniority to fill open shifts in the patrol/investigation division. "Open Shift" shall mean a shift left vacant due to the short term absence of a bargaining unit employee. The Sheriff's or his designee's assignment of an employee to any open shift shall be based on that employee's seniority and ability to perform such duties. If no bargaining unit employees are determined to be qualified to fill the shift, reserve officers or qualified part-time personnel may be called to fill the vacant shifts.

17.7 Members of the department are allowed to purchase meals from the jail kitchen at the actual cost for the preparation of the meal; said amounts shall be identified by the Sheriff.

17.8 A regular hourly rate shall be established for each job classification based on an average number of hours per month of 173.

17.9 Pay period shall be established on a monthly basis to be paid on the last working day of each month, Monday through Friday, but draws are available to employees in the middle of each month.

17.10 **STANDBY TIME:** Standby time is an essential tool that is utilized by the Lincoln County Sheriff's Office to facilitate necessary coverage for the county. The intent of Standby time is to allow for the timely response by law enforcement in the event of a serious criminal act, life threatening emergency or any other emergency response, during periods where no deputy is otherwise scheduled, determined necessary by the Lincoln County Sheriff's Office.

These are basic ideas for the implementation of the standby practice that may be adopted after a committee made up of the Sheriff, Sgt's, and a group of Deputies meet and discuss and decide on the best practices to implement the new standby process. If an agreement is not reached then the minimum standard below will apply until the 12 month period has expired.

17.10.1 Deputies shall be assigned to Standby time on the monthly work calendar. Those deputies assigned to Standby time shall be available to respond to any callout in a timely and sober fashion. Accordingly, deputies scheduled to be on Standby time shall be readily accessible to the Lincoln County Sheriff's Office Dispatch Center, via landline, issued department pager or cellular telephone. Deputies shall notify the Lincoln County Sheriff's Office Dispatch Center of their preferred method of contact as mentioned above. Deputies will not be on standby on their Friday or their last work day prior to an approved vacation.

There will be one off going deputy and, if deemed necessary, one offgoing Sgt, one oncoming deputy, and one oncoming Sgt on standby at any given period of standby time.

Deputies may trade/ or give away their standby shift at any time up to 24 hours before the shift occurs unless mutually agreed upon. The Deputy must ensure the Sgt is notified of the change.

17.10.2 Deputies are free to pursue personal activities while on Standby time, with the exception that no intoxicating substances may be consumed while on Standby time.

17.10.3 Deputies shall have timely access to their patrol vehicle, uniform and any other required equipment items for a proper and timely response to a call out from the

Standby mode. At no time shall a deputy be out of communication range (pager or cellular telephone and will remain in a reasonable geographic distance from their assigned district, without prior approval of the Sheriff or his designee, while that deputy is assigned to Standby status.

17.10.4 Such defined Standby time shall not be considered work time by the FLSA standards until the call out is activated.

17.10.5 Time compensated as Standby time shall not be utilized for the purposes of calculating overtime, compensatory time, vacation time, sick leave or any other hourly based calculated benefit.

17.10.6 During periods of Standby time, the employee shall be compensated at the following rates

Classification	Hourly Rate
Deputy	\$8.50
Sergeant	\$8.50

This standby proposal may be opened for review by either party to discuss any issues that arise during the initial 12 months of this contract, in order to come up with a mutually agreeable solution.

ARTICLE XVIII - GENERAL PROVISIONS

18.1 The provisions of this Agreement shall be applied equally to all employees in the Lincoln County Sheriff's Office, without discrimination as to age, sex, marital status, race, color, national origin, or political affiliation. The Teamsters shall share equally with the County the responsibility for applying this provision of the Agreement.

18.2 All reference to employees in this Agreement designates both sexes, and wherever the male gender is used, it shall be construed to include male and female employees

18.3 The County agrees not to interfere with the rights of employees to become members of the Teamsters, and there shall be no discrimination, interference, restraining or coercion by the County or any employer representative against any employee because of Teamsters membership or because of any employee activity in an official capacity on behalf of the Teamsters, provided that such activity does not interfere with normal operations of the department.

18.4 The Teamsters recognizes its responsibility as bargaining agent and agrees to represent all bargaining unit employees in the Lincoln County Sheriff's Office without discrimination, interference, restraining or coercion.

18.5 The County agrees to allow suitable bulletin boards in a convenient place in the work area to be used by the Teamsters. The Teamsters shall limit its posting of notices and bulletins to such bulletin boards within the Sheriff's Office. It is understood and agreed that no material shall be posted which is obscene, defamatory or which would impair Sheriff's Office operations.

18.6 The County agrees that during working hours, on the Employer's premises or elsewhere, and without loss of pay, Teamsters officials shall be allowed to:

- (a) Post Teamsters notices and distribute Teamsters literature.
- (b) Attend meeting with the approval of supervisor and solicit Teamsters membership without hindering normal operations.

- (c) Transmit communications, authorized by the local Teamsters or its officers, or other Teamsters representative, concerning the enforcement of this Agreement.
- (d) Consult with the County, its representative, local Teamsters officers, or other Teamsters representatives, concerning the enforcement of this agreement.

ARTICLE XIX – COMPENSATION FOR TRAVEL TIME

19.1 The parties recognize federal and state audit requirements, and hereby agree to comply with the Sheriff's Office accounting and procurement policies relating to, among other things, reimbursement for work-related mileage, reasonable out-of-pocket expenses, proof of expenditures, reporting and audit requirements, travel authorizations and use of the Sheriff's Office credit card.

An employee's normal pay and work schedule shall apply as provided for in this Agreement in connection with travel assignments inside and outside of Lincoln County, as defined under the Fair Labor Standards (FLSA) guidelines. This provision does not restrict Management's ability to modify an employee's normal workweek and normal workday to accommodate training or educational requirements.

When travel by employee's private vehicle is required and authorized by Department management, such travel shall be reimbursed by the Board of County Commissioners for County employees. However, at no time shall the amount be less than the State OFM mileage rate. Requests for mileage shall be submitted according to the Sheriff's Office policy.

For all other per diem rates the county will reimburse at the Washington State OFM rates without requiring receipts.

ARTICLE XX - SUPPLEMENTAL AGREEMENTS

20.1 This provision shall be used only for the purpose of discussing non-cost items. Topics relating to maintenance of contract provisions shall be negotiated under this Section.

20.2 The Agreement may be amended, provided both parties concur. Supplemental agreements may be completed through negotiations between the parties during the life of the Agreement. Should either party desire to negotiate a matter of this kind, it shall notify the other party, in writing, of its desire to negotiate. Supplemental agreements thus completed will be signed by the responsible Teamsters and County officials.

20.3 Supplemental agreements thus completed shall become part of the larger Agreement and subject to all its provisions.

ARTICLE XXI – AMMUNITION ALLOWANCE

21.1 Each commissioned officer authorized by the Sheriff to carry a duty weapon, shall receive one hundred fifty (150) rounds of ammunition per month for the purpose of individual firearms training. This ammunition shall be supplied by the Lincoln County Sheriff's Office and each officer shall receive the allotted ammunition upon presentation to the Range Master of the prior month's spent brass. The rounds will be utilized at the officer's discretion. However, if used on the Lincoln County Range, the Officer will notify the Sheriff's Office, by radio, prior to practice beginning and immediately upon completion. The range master will be selected by the Sheriff.

ARTICLE XXII - PERSONNEL POLICIES AND PROCEDURES

22.1 The employment relationship between the County and bargaining unit employees is governed by Federal and Washington State Laws, Civil Service Rules, this Agreement, Sheriff's operating policies and procedures, and the Lincoln County Personnel Policies and Procedures Manual. Unless covered by state or federal law or civil service rules, this Agreement applies; unless covered by this Agreement, the Sheriff's policies and procedures applies; otherwise the County's Personnel Policies and Procedures Guide applies. In the event there is a conflict between the terms of the Sheriff's or County's Personnel Policies and Procedures Guide and this Agreement, this Agreement applies. By its agreement to this provision, the Teamsters is not waiving its right to require bargaining on any mandatory subjects for bargaining not currently provided under this Agreement.

ARTICLE XXIII - SHIFT DIFFERENTIAL

23.1 The County agrees to pay shift differential for Lincoln County Deputies in the following circumstances:

- | | |
|---|-----------------|
| 1. Day Shift (8:00AM thru 4:00PM) | No pay increase |
| 2. Swing Shift (4:01PM through midnight) | \$ 1.00 an hour |
| 3. Graveyard Shift (12:01AM through 7:59AM) | \$1.50 an hour |

The hours set out above may be changed plus or minus 2 hours.

23.2 The County agrees to pay weekend differential for Lincoln County Deputies in the following circumstances:

- | | |
|---|----------------------|
| 1. Weekend – Friday (16:00) to Monday (08:00) | \$.50 cents an hour |
|---|----------------------|

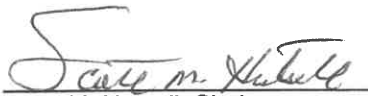
ARTICLE XXIV - TERM OF AGREEMENT

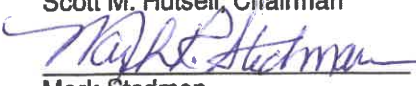
24.1 Except as otherwise provided, this Agreement shall become effective January 1, 2022 and shall remain in full force and effect until December 31, 2024 Either party shall notify the other in writing sixty (60) days prior to the expiration date that it desires to modify the Agreement. In the event that such notice is given, negotiations shall begin not later than thirty (30) days prior to said date. This Agreement shall remain in full force and be effective during the period of negotiations and until notice of termination of this Agreement is provided to the other party in the manner set forth in the paragraph below.

24.2 It is agreed to by both the Teamsters and the County that any member of the Teamsters shall have the option of joining the Fraternal Order of Police (FOP). It is understood that the FOP may assist with advisory information during the term and the negotiating of this contract and may supply advisory staff if requested by the Teamsters. Any Teamsters member joining the FOP will have the option of obtaining the Legal Defense Plan through the FOP.

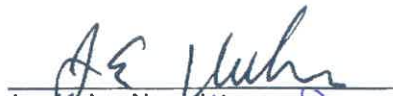
DATED THIS 24th DAY OF February, 2022.


FOR THE COUNTY:


 Scott M. Hutsell, Chairman


 Mark Stedman

FOR THE TEAMSTERS:


 Joe Kuhn, Negotiator


 Gabe Gants


Rob Coffman


Luke Mallon


Wade Magers, Sheriff

Approved As To Form:

Prosecuting Attorney

2022 WAGE SCALE

Guild commissioned positions - 2.55% COLA above 2021

	points	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8
Road Sergeant (old scale)	472	5719	6003	6305	6430	6494	6558	6624	6691
Road Sergeant (new 2014)	472		6003		6430		6558		6691
Road Deputy	308	4497	4757	5023	5286	5550	5690	5832	5978
Road Corporal		5235							

APPOINTED POSITIONS
GUILD NON-COMMISSIONED
2.55% COLA above 2021

Administrative Assistant		4155	4399	4645	4888				
Emergency Management		3640	3802	3965	4124				
Radio/Corrections 911 Dispatch	240	3876 3877	4106 4107	4332 4335	4562 4563	4676 4677	4793 4794	4912 4914	5035 5036
Jail Supervisor *		6589							
Civil Deputy *	243	6589							
911 Communications Lead *		6589							
Undersheriff *		7825							
Chief Criminal Deputy *		7413							