

**AGREEMENT
BY AND BETWEEN**

LINCOLN COUNTY



AND

**LINCOLN COUNTY DEPUTIES
TEAMSTERS LOCAL 690
(Non-Commissioned Employees)**



January 1, 2022 through December 31, 2024

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PREAMBLE

This Agreement entered into by Lincoln County, State of Washington, hereinafter referred to as the "County" and the Lincoln County Deputies Teamsters Local 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 mutual consent of the parties in writing at any time during the term of this Agreement.

ARTICLE I - RECOGNITION

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 Teamsters 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 Teamsters 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 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

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.

Step 1: If an employee or the Teamsters believes that the terms and conditions of this agreement have been violated, they shall first discuss this matter with the person who took the action giving rise to the belief with his/her immediate supervisor 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

employee's immediate supervisor 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 immediate supervisor is unavailable, the grievance may be initiated with any supervisor, 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 Undersheriff 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 Undersheriff 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 Undersheriff 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 Undersheriff 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 Undersheriff'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.

5.2 (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: It shall be the duty of the arbitrator to conduct a hearing on the issue or issues submitted at Step 2 of the grievance procedure and to issue a binding decision.

(c) Costs of Arbitration: The expenses of the neutral arbitrator shall be borne equally by the parties. Each party shall singly 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.

(d) Time limits: Time limits established in this procedure shall be strictly adhered to, but may be waived by mutual agreement of the parties.

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.

6.2 The County agrees that there shall be no lockout of Sheriff's Department employees under any circumstances.

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 (Jan 15) | 9. Veteran's Day (Nov 11) |
| 3. President's Day (Feb 12) | 10. Thanksgiving Day |
| 4. Floater (Aug 1) | 11. Day after Thanksgiving |
| 5. Memorial Day | 12. Christmas Eve (Dec 24) |
| 6. Juneteenth (June 19) | 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.

Holiday pay will commence at 00:00 through 23:59 on holiday date. Any hours worked during that holiday period will be compensated at one and one half (1 ½) times his/her regular rate of pay.

Whenever an employee works 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, 10 hours or 12 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 ½) 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% of the contract.

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

A monthly longevity bonus will be paid to an employee, in addition to his/her 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 Employees shall be paid in accordance with the wage schedule attached to this Agreement and marked "Appendix A" and herein incorporated by reference.
- 8.4 For the purpose of advancing on the Wage Schedule, employee's anniversary dates will be as of the 1st day of the month of hire. Employees shall move to the next step of the wage grid after one year at the prior step.

ARTICLE IX - VACATIONS

9.1 All permanent employees in the Sheriff's Department shall be entitled to the following paid vacation benefits. For the purposes of calculation, a "day" shall be calculated as the number of hours worked in an employee's regularly scheduled shift but shall not exceed 12 hours.

	<u>Accrual in Days</u>
1. 0 – 5 years	12
2. 6 – 10 years	15
3. 11 – 15 years	18
4. 16 – 20 years	21
5. 21 – 25 years	24
6. 26 – 30 years	27
7. 31 + years	30

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 the 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. An employee with 80 hours or more vacation on the books shall be allowed to cash out 40 hours of vacation on their anniversary date.

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 necessary for employees to perform the duties of Corrections/Communications Deputies/ E-911 Call Takers 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, in the determination of the Sheriff or his designee, 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 expenditure 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 (a) Sick leave: 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 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.

(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) 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.

(d) 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.

(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 Bereavement Leave: In case of death of an immediate family member, (spouse, child, stepchild, parent, grandparent, brother, sister, step mother, step father or immediate in-law) the employee will be granted three (3) days of paid bereavement leave that will not be charged against either his/her annual or sick leave. Additional leave may be granted in accordance with County personnel policy.

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. Any 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 Effective on the 1st day of the month following the signing of this contract, the County agrees to pay a maximum of \$820.00 monthly toward the employee's individual County approved 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 (\$820.00) will be the sole responsibility of and at the expense of the employee. The employee must elect to take the benefit (county medical insurance) for there to be any unused dollars for the deferred compensation program.

Employees may decide not to take county provided insurance on the condition that they provide proof of alternate insurance that complies with 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 employees' 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 union proposed, voted on and

selected 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 duration of the contract.

14.3 Any greater cost difference in the health program premiums and the above-described amounts of coverage for any employees, all 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 Each employee working a 12 hour shift will work 3 days on then 4 days off, then 4 days on and 3 days off to accomplish 84 scheduled work hours per 14 day biweekly work period. This breaks down to 80 hours of straight time and 4 hours of overtime. 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.

(a) The administration may implement a work schedule for noncommissioned employees assigned to work 12 hour shifts that consist of six (6), twelve (12) and one eight (8) hour shifts during the designated 14 day biweekly work period when the administration determines such schedule is appropriate to save overtime.

(b) Any time worked that is in excess of 80 hours in a 2 week pay period shall be overtime.

(c) Deputies attending training may have their shift modified to allow for a different schedule to accommodate the training.

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 in excess of a scheduled 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 may not accrue more than 240 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 a full shift, and prior to his or her next regularly scheduled shift, he or she shall receive a minimum of one (1) hour call-out time to be paid at one and one half (1½) times the regular rate of pay. If the occurrence takes longer than one (1) hour, the employee shall receive compensation for actual hours worked at one and one half (1½) times the regular rate of pay. An employee's "service" shall commence at the time the employee signs in for duty by telephone (communications/corrections personnel) or by radio (personnel who have been issued radios). 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 two (2) hours of pay, at his/her overtime rate.

Court Time: Anytime an employee is required to appear in Court outside of his or her regularly scheduled shift, they shall receive a minimum of one (1) hour pay at the applicable overtime rate if the employee resides in Davenport. If the employee resides outside of Davenport, the minimum shall be two (2) hours pay.

In-service Training and Meetings: Anytime an employee is required to appear for an in-service training or meeting outside of his or her regularly scheduled shift, they shall receive a minimum of two (2) hours pay at the applicable overtime rate if the employee lives in Davenport and three (3) hours minimum if the employee lives outside of Davenport. This shall remain in effect even if the training and/or meeting is cancelled without reasonable notification to the employee. For the purpose of this Agreement, reasonable notification shall be 72 hours with proper notification to all employees.

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 communication/jail 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 qualifications, which shall include but not be limited to the employee's experience, fitness, seniority and ability to perform such duties, or other operational considerations. 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 Communication center personnel on duty will be allowed to receive one (1) meal from the jail kitchen during each shift worked. Other 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.

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 designated 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 meetings with the approval of the Department head 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.

18.7 Light Duty. At the Sheriff's sole discretion, an employee who suffers an off the job injury may be accommodated with light duty responsibilities. Any light duty accommodation will be based on written Dr. restrictions, which the employee shall be responsible for providing. The term of any light duty accommodation will be at the Sheriff's sole discretion, but shall not to exceed 60 days. In certain circumstances, an accommodation under this term may only provide for part-time or "as needed" employment. Nothing in this term shall be interpreted to create a right to light duty accommodation.

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 Corrections Deputy 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 bargain any mandatory subjects for bargaining not currently provided under this Agreement.

ARTICLE XXIII – SHIFT & WEEKEND DIFFERENTIAL

23.1 The County agrees to pay shift differential for Lincoln County Corrections/Communications Deputies/E-911 Call Takers in the following circumstances:

- | | |
|--|-----------------------|
| 1. Day Shift (08:00 through 16:00) | No pay increase |
| 2. Swing Shift (16:01 through 00:00) | \$ 0.75 cents an hour |
| 3. Graveyard Shift (00:01 through 07:59) | \$1.25 an hour |

The hours indicated above may be changed plus or minus 2 hours.

Shift differential will be paid only upon the employee's actual shift duty performed.

23.2 The County agrees to pay weekend differential for Lincoln County Corrections/Communications Deputies/E-911 Call Takers in the following circumstances:

1. Weekend – Friday (16:00) to Monday (08:00)

\$.25 cents an hour

Weekend differential will be paid only upon the employee's actual shift duty performed.

ARTICLE XXIV - TERM OF AGREEMENT

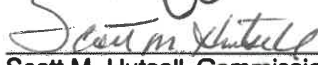
24.1 Except as otherwise provided, this Agreement shall become effective January 1, 2022 and shall remain in full force and effect until December 31, 2024. Either party shall notify the other in writing sixty (60) days prior to the expiration date that it desires to modify the Agreement. In the event 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.

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.

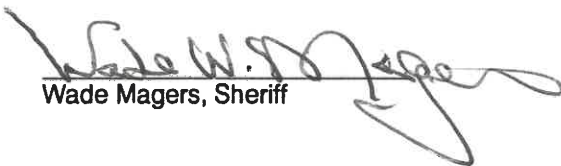
DATED THIS 24th DAY OF February, 2022

FOR THE COUNTY:


Rob Coffman, Chairman


Scott M. Hutsell, Commissioner


Mark R. Stedman, Commissioner


Wade Magers, Sheriff

FOR THE TEAMSTERS:


Joe Kuhn, Teamsters Business Representative


Brad Sweet, Negotiator


Dave Husky, Negotiator

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	240	3876	4106	4332	4562	4676	4793	4912	5035
911 Dispatch		3877	4107	4335	4563	4677	4794	4914	5036
Jail Supervisor *		6589							
Civil Deputy *	243	6589							
911 Communications Lead *		6589							
Undersheriff *		7825							
Chief Criminal Deputy *		7413							