



AGREEMENT
Between
LEWIS COUNTY, WASHINGTON
(A Political Subdivision of the State of Washington)

and

**LEWIS COUNTY SHERIFF'S
OFFICE**

as
"Employer"

And

**TEAMSTERS UNION
LOCAL NO. 252**

As

"UNION"

For

SHERIFF SUPPORT STAFF

January 1, 2026 – December 31, 2028

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1. PREAMBLE

This Agreement is entered into by and between Lewis County, Washington, a political subdivision of the State of Washington, and the Lewis County Sheriff's Office, acting through the elected sheriff, hereinafter jointly referred to as the "Employer," and Teamsters Local 252 hereinafter referred to as the "Union". It is the purpose of this Agreement to achieve and maintain harmonious relations between the Employer and the Union, to provide for equitable and peaceful adjustments of differences which may arise, and to establish rates of pay, hours of work and other conditions of work.

2. RECOGNITION

- 2.1 The Employer recognizes the Union as the exclusive bargaining representative for those purposes appropriate to the units stated in RCW 41.56, of all classified civil service positions for all permanent full-time and regularly scheduled part-time employees employed in the Sheriff's Office in the following job classifications: Support Technician I, Support Technician II, Accountant, Community Service Officers and Administrative Assistant. All other employees, including extra help and temporary employees, are expressly excluded.
- 2.2 When any new staff support position (full-time or regular part-time) in the Sheriff's Office is created and authorized by the Civil Service Commission, such position shall either be in or out of the bargaining unit depending upon whether the newly created position is consistent with the duties, confidentiality, responsibilities, and general organizational structure of those positions in the bargaining unit. The salary of any new position to be included in this bargaining unit shall be set consistent with Employer policies and state collective bargaining requirements.
- 2.3 Employment Status
 - 2.3.1 **Full-Time Employee:** An employee who has successfully completed his or her probationary period, is certified by Civil Service, and who is hired to work at least 40 hours per week.
 - 2.3.2 **Part-Time Employee:** An employee who is hired to work less than 40 hours per week on a regular basis.
 - 2.3.3 **Regular Employee:** A full or part-time employee who has successfully completed their probationary period.
 - 2.3.4 **Probationary Employee:** An employee who is in a working test period of twelve (12) months during which he/she is required to demonstrate by proficiency the duties required for the position. During probation, employees shall not have access to the grievance procedure regarding discipline and discharge.
- a. Probationary periods provide the employer with an opportunity to observe and assess an employee's work and to train and aid the employee in adjusting to the position in order to determine if the employee will be successful in carrying out their job responsibilities.

- b. A probationary period may be extended on a day-for-a-day basis for any full days of unpaid leave taken during the probationary or trial period; or to provide additional time for the employee to demonstrate they have the competencies required for the position.

2.3.5 **Extra-Help Employee:** An employee who is neither a full or part-time employee and is employed to work on a temporary, intermittent, or as-needed (on-call) basis for a specified period of time not to exceed four months in any calendar year, except by mutual agreement of the Union and Employer. Extra-Help (formerly known as 'casual') employees are excluded from the terms and conditions of this agreement.

2.3.6 **Project Employee:** Project positions are contingent upon federal, state, or other grant funding for specific non-continuing projects. A person occupying a project position is a project employee. Project employees shall not be used to reduce or replace the number of regular employees.

2.3.7 **Intern:** An intern may be paid, volunteer, or partially paid. Internships are temporary and have an emphasis towards "on-the-job" training and/or working for school credit. If an intern is paid, they will be considered either extra help or project employees and must be under the supervision of a County employee who is qualified to conduct the internship.

3. MANAGEMENT RIGHTS

3.1 Customary Functions: Except as expressly modified or restricted by a specific provision of this Agreement, all statutory and inherent managerial rights, prerogatives, and functions are retained and vested exclusively in the Employer and its management, including, but not limited to, the rights, in accordance with its sole and exclusive judgment and discretion:

- a) To take whatever action is either necessary or advisable to determine, manage and fulfill the mission of the organization and to direct the Employer's employees;
- b) to reprimand, suspend, discharge or to otherwise discipline employees for just cause;
- c) to determine the number of employees to be employed;
- d) to hire employees, determine their qualifications, train, and assign and direct their work;
- e) to evaluate employees' performance;
- f) to promote, demote, transfer, lay off and recall to work employees;
- g) to set the standards of employee productivity, the services and products to be produced;
- h) to determine the amount and forms of compensation for employees;
- i) to maintain the efficiency of operation; to determine the personnel, methods, means, and facilities by which operations are conducted;
- j) to set the starting and quitting times and the number of hours and shifts to be worked;
- k) to use independent contractors to perform work or services;
- l) to subcontract, contract out, expand, reduce, alter, combine, transfer, assign, or cease any job, department, operation or service;

- m) to control and regulate the use of facilities, equipment, and other property of the Employer;
- n) to introduce new or improved research, production, service, distribution, and maintenance methods, material, machinery, and equipment;
- o) to determine the number, location and operation of departments, divisions, and all other units of the Employer;
- p) to issue, amend and revise policies, rules, regulations, general orders, administrative directives, and practices.

- 3.2 **Non-Waiver:** The Employer's failure to exercise any right, prerogative, or function hereby reserved to it, or the Employer's exercise of any such right, prerogative, or function in a particular way, shall not be considered a waiver of the Employer's management right to exercise such right, prerogative, or function in a particular way, and shall not be considered a waiver of the Employer's management right to exercise such right, prerogative, or function or preclude it from exercising the same in some other way not in conflict with express provisions of this Agreement; however, the Employer recognizes that RCW 41.56 may impose an obligation for Employer to negotiate changes in wages, hours, and working conditions not covered by this Agreement.
- 3.3 **Employer Options:** The Employer and the Union hereby recognize that delivery of services in the most efficient, effective and courteous manner is of paramount importance to the Employer, and as such, maximized performance is recognized to be an obligation of employees covered by this Agreement.
- 3.4 **Performance Standards:** The Employer shall have the right to establish and maintain performance standards. Such standards that are in effect may be used to determine acceptable performance levels, prepare work schedules, and measure the performance of employees. No revision of performance standards and/or policies shall be made without prior notification to the Union.

4. UNION SECURITY

- 4.1 Membership or non-membership in the Union shall be wholly voluntary and the individual choice of employees covered by this Agreement. Any employee who is a member of the Union or who has applied for membership shall sign and deliver to the Union, who shall forward to the County, an original assignment authorizing and consenting to the deduction of dues, fees, costs, charges, and assessments for membership in the Union. In furtherance of this goal, the Union shall have up to a sixty (60) minute orientation with new employees during the employees' work hours at which time the Union shall explain and do the following:
- a) It is the designated exclusive representative for all employees covered under the Collective Bargaining Agreement;
 - b) Membership in the Union is voluntary and only when an employee clearly and affirmatively consents to joining the Union will it collect fees;
 - c) The rights and benefits that the employee would forgo by being a non-member; and
 - d) Provide the employee with all necessary paperwork to inform the Union of its decision-member or non-membership.

Should an employee clearly and affirmatively consent to joining the Union and authorizes deduction of dues, such authorization shall continue in effect from year to year unless revoked or changed in writing with thirty (30) days' notice to the Union and County. Employees who are not members of the Union may make voluntary payments to the Union by means of payroll deduction by providing written consent to the County. Such payment amounts are those authorized by the employee.

- 4.3 The Union shall indemnify the Employer and save the Employer harmless against any and all claims, demands, suits, or other form of liability that shall arise out of or by reason of any action taken or not taken by the Employer at the request of the Union for the purpose of complying with this Article, provided that the action taken or not taken is in accordance with such request.

5. CHECK-OFF OF UNION DUES AND INITIATION

The Union shall hold the Employer harmless and shall indemnify the Employer from responsibility for withholding errors and damages flowing therefrom caused by faulty information furnished by employees of the Union, and the Union shall promptly refund to the employee any amounts paid to the Union in error.

- 5.1 **DRIVE** - Democrat, Republican, Independent Voter Education (DRIVE). The Employer agrees to deduct from the paycheck of all employees covered by this Agreement voluntary contributions to DRIVE. DRIVE shall notify the Employer of the amounts designated by each contributing employee that are to be deducted from their paycheck on a weekly basis for all weeks worked. The Employer shall transmit to DRIVE National Headquarters on a monthly basis, in one (1) check the total amount deducted along with the name of each employee on whose behalf a deduction is made, the last four (4) digits of the employee's social security number, and the amount deducted from the employee's paycheck. The International Brotherhood of Teamsters shall reimburse the Employer annually for the Employer's actual cost for the expenses incurred in administering the weekly payroll deduction plan.

6. NON-DISCRIMINATION

- 6.1 The Employer and the Union agree that they will not unlawfully discriminate against any employee by reason of race, creed, age, color, sex, sexual orientation, families with children, national origin, religious belief, marital status, membership or non-membership in a Union, or the presence of any sensory, mental or physical disability or the use of a trained dog guide or service animal by a disabled person and any other protected class identified by law.

7. NO STRIKE CLAUSE

- 7.1 The Employer and the Union agree that the public interest requires the efficient and uninterrupted performance of all the Employer's services and to this end, pledge their best efforts to avoid or eliminate any conduct contrary to this objective. The Employer and the Union recognize that the cessation or interruption of the services of the employees is in violation of this Agreement.

- 7.2 During the term of this Agreement, the Union and the employees covered by this Agreement shall not cause or engage in any work stoppage, strike, slowdown, or other interference with Employer functions. No employee shall willfully absent himself or herself from his or her position or abstain in whole or in part from the full, faithful and proper performance of his or her duties of employment, for the purpose of inducing, influencing or coercing a change in his or her conditions of compensation, or the rights, privileges, or conditions or obligations of employment.
- 7.3 The Union agrees and all employees agree, it and they shall not, at any time, authorize, instigate, sanction, cause, participate in, encourage, or support any strike affecting the Employer. Strikes shall also be defined to include, but shall not be limited to, slowdowns, stoppages of work, tie-ups, sit-ins, mass absences due to sickness or other reasons, demonstrations, picketing (except where constitutionally permitted), boycotts, obstructionism, or any other form of concerted activity such as disruption, interruptions, or interferences in any manner or kind whatsoever with any and all operations, facilities or activities of the Employer. The Union and the employees agree that they will not honor any picket line established by any labor organization in the event of being called upon to cross such picket line in the performance of duty.
- 7.4 Employees covered by this Agreement who engage in any of the foregoing prohibited actions shall be subject to such disciplinary or discharge actions as may be determined by the Employer.
- 7.5 Employees shall not be entitled to any benefits or wages whatsoever while they are engaged in a strike, boycott, slowdown, mass sick call, any form of work stoppage, refusal to perform duties, or other interruption of work or prohibition contained in the foregoing paragraphs.
- 7.6 In the event the Employer determines that a breach of any of the foregoing provisions has occurred, the Employer shall, as soon as possible, attempt to notify the Union of the alleged breach.
- 7.7 The Employer shall not lock out employees in the unit as a consequence of any dispute arising during the duration of this Agreement.

8. COMPENSATION

- 8.1 Effective January 1, 2026, the base wage for all classifications covered by this agreement shall increase by 2.7% over the 2025 Salary Schedule.

Effective January 1, 2027, the base wage for all classifications covered by this agreement shall increase by the amount of the CPI-U West Size Class B/C as measured for the year ending June 2026, with a minimum of 1.5% and a maximum of 3.0%.

Effective January 1, 2028, the base wage for all classifications covered by this agreement shall increase by the amount of the CPI-U West Size Class B/C as measured for the year ending June 2027, with a minimum of 1.5% and a maximum of 3.5%.

- 8.2 Employees advance one step each year on the salary schedule on their Step Increase Date until they reach the top of their pay grade. Beginning January 1, 2026, the anniversary date of an employee's continuous County service in a regular position will set their Step Increase Date for new hires. Any employee who has had an adjustment to their step increase date prior to January 1, 2026, will maintain the same Step Increase Date. Time spent in extra-help or similar non-regular positions will not be included in an employee's step increase date. Employees who have an anniversary date between the first (1st) and fifteenth (15th) of the month will be assigned a Step Increase Date of the first (1st) of that month. Employees who have an anniversary date between the sixteenth (16th) and the last day of the month will be assigned a Step Increase Date of the 16th of that month.
- 8.3 The payday for all work performed from the first (1st) of the month through the fifteenth (15th) of the month shall be paid on the twenty fifth (25th). The payday for all work performed from the sixteenth (16th) of the month until the last day of the month shall be paid on the tenth (10th) of the following month. Should the tenth (10th) or twenty fifth (25th) fall on a non-work day, i.e., Saturday, Sunday or Courthouse holiday, the payday shall be the first workday preceding the tenth (10th) or twenty fifth (25th). Earned overtime shall be paid at the pay date following the payroll cycle in which such overtime was earned and reported.
- 8.4 Shift Differential: An employee whose assigned shift produces work hours after 6:00 p.m. and/or prior to 6:00 a.m., shall be paid \$0.30 per hour shift differential for all hours worked after 6:00 p.m. and prior to 6:00 a.m. Any employee who is temporarily assigned a different shift involving Saturday or Sunday hours between 6:00a.m. and 6:00 p.m. shall be paid \$0.30 per hour shift differential for all hours worked on Saturday or Sunday during the 6:00 a.m. to 6:00 p.m. time frame. The employee shall be responsible for claiming during such pay period such additional pay, upon penalty of loss if not so claimed.
- 8.5 Longevity Pay: For each year of continuous service beginning with the first day of the pay period in which the employee begins their eighty-fifth (85th) month with this employer, as measured by the employee's anniversary date, the employee shall receive longevity pay as described below:

After seven years	\$50.00 per month
After eight years	\$60.00 per month
After nine years	\$80.00 per month
After ten years	\$100.00 per month
Each year after ten years	An additional \$10.00 per month

- 8.6 Work Out of Class: An employee assigned to work out of classification, in a higher paid classification, for more than four (4) hours of a workday shall be compensated for all hours worked in that higher classification at a rate of 105.0% of the employee's basic rate of pay.

An employee who is assigned to work out of classification for more than thirty (30) consecutive calendar days, shall be issued a Personnel Order directing temporary assignment in a full-time capacity to the higher classification position and shall receive compensation commensurate with the grade/step in the higher classification that provides the employee a minimum pay increase of five percent (5%).



ORIGINAL

It shall be the employee's responsibility to notify the employer of claim for this pay by means of the applicable monthly time card. Claims not noted on the time card within thirty (30) days of accrual shall be void.

8.7 Bilingual Pay

8.7.1 All employees who have been assigned by the Employer to provide conversational foreign language services shall have added to their base pay one (1.0%) per language for all foreign language services.

8.7.2 An employee's ability to speak an approved foreign language conversationally shall be determined by completion of a test selected by the employer at a level of proficiency determined by the employer. The test is intended to evaluate the employee's ability to participate in basic conversations with routine and repetitive subject matter. The employee shall pay associated test costs to achieve initial qualification.

8.7.3 Should an employee fail the test for initial qualification or re-qualification; a period of six (6) months must elapse before retaking the test.

8.7.4 Employees must re-qualify to retain the one percent (1.0%) bilingual pay by successfully passing the test once every three (3) years. The County will pay the cost of testing for one (1) attempt at re-qualification. Subsequent re-qualification attempts will be at the expense of the employee.

8.8 An employee who promotes from one job classification to a higher range job classification shall be placed at a step which will provide a minimum of a five percent (5%) increase in base salary. If the top of the range is less than five percent (5%), then the top of the range shall be applied.

8.9 The salary grades for each position in this bargaining unit as of December 31, 2025 are as follows:

Job Classification	Master Salary Schedule Pay Grade
Admin Secretary	121
Accountant	121
Community Services Officer	121
Support Tech 2	117
Support Tech 1	116

The Employer shall conduct a compensation study with comparable counties in Washington for Support Tech 1 and/or Support Tech 2 if the Sheriff's Office experiences a turnover rate of more than 20% in any one calendar year for the job class. (Turnover rate excludes 'positive turnover' such as retirements or employees receiving a promotion.)

Comparable counties include counties whose population and assessed value are +/- 50% of Lewis, and are, at this time, as follows: Chelan, Clallam, Cowlitz, Franklin, Grant, Grays Harbor, Island, and Mason counties.

- 8.10 **Specialty Pay:** The Support Tech 2 assigned to “civil” duties shall receive a specialty pay in the amount of one hundred seventy-five dollars (\$175.00) per month (\$87.50 per pay period), after the successful completion of the probationary period for that position. This specialty pay is in recognition of the specialized duties and responsibilities associated to this role and shall be paid on a semi-monthly basis. If an employee has less than eighty (80) non-overtime compensable hours in a month, they will not be eligible to receive this specialty pay for that month.

9. INSURANCE AND WORKERS’ COMPENSATION

9.1.1 Effective January 1, 2026, based on December 2025 hours the Employer shall pay \$1,500 per month to the Washington Teamsters Welfare Trust, care of Northwest Administrators, on behalf of each employee who received compensation for eighty (80) or more hours in the previous calendar month, for insurance premiums set forth in Section 9.1.2. The additional employer contributions for the 2026 payroll shall be included on any 2025 payroll that includes the new 2026 rates.

For the 2027 calendar year, the Employer agrees to increase their portion of the premium contribution to \$1,550 per month. The additional employer contributions for the 2027 payroll shall be included on any 2026 payroll that includes the new 2027 rates.

For the 2028 calendar year, the Employer agrees to increase their portion of the premium contribution to \$1,600 per month. The additional employer contributions for the 2028 payroll shall be included on any 2027 payroll that includes the new 2028 rates.

9.1.2. Washington Teamsters Welfare Trust Benefits Plans

Insurance Coverage	Monthly rates effective January 1, 2026
Medical – Plan B	\$1618.00
Time Loss – Plan C	\$6.00
Life AD&D Plan “A” (\$30,000)	\$8.60
Dental – Plan A	\$120.50
Vision – EXT	\$17.10
Total	\$1770.20

9.1.3. Maintenance of Benefits.

The trustees of the Washington Teamsters Welfare Trust may modify benefits or eligibility of any plan for purpose of cost containment, cost management, or changes in medical technology and treatment. In the event premiums are increased in excess of the Employer’s maximum monthly contribution, such contribution toward those premiums shall be reallocated so that dental vision and life insurance are fully paid through the Employer’s contribution.

9.1.4. Payments.

The Employer will be responsible for paying to "Northwest Administrators" its monthly contributions and those withheld from employees' wages on or before the tenth (10th) day of the month. Upon Union request, copies of all transmittals pertaining to benefits under this section shall be posted on the Union bulletin board.

9.1.5. Delinquency.

If the Employer is delinquent in payments, the Employer shall be liable for the payment of any claims incurred by employees or dependents during such delinquency.

9.1.6 New Hire Eligibility

For all new hires entering service, the eligibility for WTWT benefits will become effective depending on their hire date as set forth in the terms of the respective Plan documents which are not part of this agreement.

9.1.7 Transferred Employees

Whenever an employee enters into this bargaining unit from another bargaining unit or from a non-represented position in which health care is not provided through the Washington Teamsters Welfare Trust, the Employer shall be required to make a double premium contribution for health care coverage to pay for the normal initial month.

For the purposes of premium cost sharing, the employee shall be responsible for their portion of the premium as set forth in this agreement, excluding the month in which the double premium contribution is made. The Employer shall pay the entire premium of the second (2nd) contribution.

9.1.8 Separation

This agreement governs the employer's obligation to contribute on behalf of bargaining unit employees to the Washington Teamsters Welfare Trust. When coverage under the Trust starts and ends is governed by the terms of the respective Plan documents which is not part of this agreement.

9.1.9 Trust Agreement

The Washington Teamsters Welfare Trust Agreement shall be incorporated herein and deemed part of this Agreement as though fully set forth.

9.1.10 Retiree's Health & Welfare

Effective January 1, 2026 based on December 2025 hours, and each month thereafter during the period this Collective Bargaining Agreement is in effect, the Employer agrees to remit the full premium amount for each bargaining unit employee, who received compensation for eighty (80) hours or more in the previous month for coverage to the

Washington Teamsters Retirees Welfare Trust, c/o Northwest Administrators, Inc. 100% of the cost of this benefit shall be paid by the employee via payroll deduction.

<u>RWT Plus XL</u>	<u>Monthly Premiums:</u>
Effective January 1, 2026	\$175.00
January 1, 2027	TBD
January 1, 2028	TBD

10. HOURS OF WORK AND OVERTIME

- 10.1 The Employer shall assign each employee a work week of either five (5) consecutive 8-hour days or four (4) consecutive 10-hour days, at the Employer's discretion. Other schedules shall be permitted by mutual agreement of the Employer and the affected employee. Any work performed in excess of forty (40) hours per week, shall be paid at the rate of time and one-half the regular rate of pay, or paid in the form of compensatory time off in accordance with the compensatory time off provisions of this Agreement. All overtime shall be authorized in advance by the employee's supervisor and approved by the Sheriff's designee.
- 10.2 Each employee shall be allowed an established unpaid meal period of thirty (30) minutes or sixty (60) minutes, at the Employer's discretion. No employee shall be required to work more than five (5) consecutive hours without a meal period, unless there is a mutual agreement to waive the meal period. Employees working three (3) or more hours longer than a normal workday shall be allowed at least one thirty (30) minute meal period prior to or during the overtime period.
- 10.3 Each employee shall be allowed a rest period of fifteen (15) minutes in duration, on the Employer's time, for each half shift of working time. Rest periods shall be scheduled as near as possible to the midpoint of each half shift. No employee shall be required to work more than three (3) hours without a rest period. Where the nature of the work permits an employee to take an intermittent rest period equivalent to fifteen (15) minutes for each half shift worked, scheduled rest periods are not required. If the employee fails to take any or all such rest periods, for whatever reason, he or she shall have no right to claim any compensation for that time.
- 10.4 **Compensatory Time**
- 10.4.1 Upon approval of the employer, eligible employees may receive compensatory time in lieu of receiving overtime wages, and if the employer denies the request, the employee will receive overtime pay. Compensatory time shall accrue at the rate of time and one-half for each overtime hour worked and shall be subject to the following conditions:
- 10.4.2 An employee shall not be allowed to accumulate more than sixty (60) hours of compensatory time. Any time over 60 hours will be cashed out in a timely manner. Compensatory time is cumulative from year to year to the aforementioned maximum.
- 10.4.3 With the prior approval of the Employer, an employee may convert to pay all or part of accrued compensatory time, to be paid at the accruing employee's current straight time rate of pay. A request for cash-out of accrued compensatory time

shall be made in writing, specifying the number of hours to be cashed out, and submitted to the Sheriff or his designee for consideration.

10.4.4 Compensatory time off may be utilized in fifteen (15) minute increments

10.4.5 Scheduling of the taking of compensatory time off is to be by approval of the Sheriff or his designee. Once scheduled, it may only be denied in the event of an emergency endangering or substantially impairing Employer services to the public, or in situations which have developed beyond the control of the Employer. Scheduling of compensatory time shall not preempt previously scheduled and approved vacation time.

10.4.6 The Employer shall take no retaliatory or unfair discriminatory action against any employee by reason of the employee's choice of compensatory time off.

10.5 Notice of Schedule Changes: Except in the case of emergency, the Employer shall give seven (7) days' notice of any permanent schedule change. A permanent schedule change is defined as a change lasting at least 30 days. The Employer will give 48 hours' notice, or as much notice as possible for temporary schedule changes that may require an employee to stay late or arrive early. If such notice is not timely made, all hours worked outside of the employee's regularly scheduled shift will be paid at the overtime rate.

10.6 Call Time: An employee who is called in for work during normal off-duty hours, vacations, weekends or holidays shall receive a minimum of two (2) hours' pay at the overtime rate. Any time worked over such guaranteed minimums will be paid at the applicable hourly rate for actual hours worked.

11. TRAVEL REIMBURSEMENT

11.1 Reimbursement for reasonable expenses of Employer-mandated travel shall be made to the employee in accordance with current County policy as reflected in resolutions of the Board of County Commissioners, and as the same may be amended in the future.

12. UNION BUSINESS

12.1 It is recognized that from time to time it is necessary for Union activities relating to the processing of grievances to be conducted during working hours. A Union representative shall be permitted reasonable time to investigate and process such grievances during working hours subject to permission being granted by the appropriate non-bargaining unit supervisor. Such permission shall generally be granted unless the Union's representative or the grievant is involved in work activity requiring immediate attention, in which case, permission will be granted as soon as reasonably possible. Union representatives shall not interfere with Sheriff's Office activities in investigating any grievance or exercising their rights under this clause.

12.2 Labor/Management meetings may be held semi-annually or more frequently upon mutual agreement of the parties to discuss issues of mutual concern. Such meetings shall not be in lieu of Article 26, Grievance Procedure. Two bargaining unit members shall be allowed to attend on County time.

- 12.3 The Union Representative shall be allowed full and free access to the workplace of the bargaining unit employees, provided he/she shall notify the Sheriff or his designee of their presence and shall not unduly interrupt the work of employees.
- 12.4 Negotiations for a successor collective bargaining agreement shall take place at mutually agreed times and places. The Union negotiating team shall consist of its staff representative and three (3) members of the bargaining unit, selected by the Union. Union representatives will be allowed to attend negotiating sessions without loss of pay if those representatives would be on duty when negotiations are scheduled and operational requirements permit. However, at the Employer's discretion and with advance written notice, collective bargaining sessions may be conducted on a split time basis (i.e. half of the bargaining time being paid time, and the other half of the bargaining time being unpaid time). Any such decision by the Employer shall not form the basis at any time that a past practice has arisen conveying to bargaining unit members any right or entitlement whatsoever to pay for time spent in collective bargaining sessions.
- 12.5 Union Bulletin Boards and Communications
- 12.5.1 The Employer shall provide suitable space on its premises for a Union bulletin board. The Employer agrees to allow the Union Representatives to use designated Union bulletin boards, email via the County system, or interoffice mail to send or post brief messages concerning Union business including scheduling or posting notice of Union meetings, Labor/Management meeting notices and minutes, and communications with management and representatives of the Union (including stewards) concerning the administration of the collective bargaining agreement. Union members may utilize the County computer system on a not to interfere basis (i.e. during break time), to access a personal email account for the purpose of voting electronically on a Union issue.
- 12.5.2 It is specifically understood that no notices of a discriminatory or political nature, nor notices that would be offensive to a reasonable person, shall be posted or transmitted. Each posting shall be initialed and dated or digitally signed by the Union official responsible for the posting. *(Note: The County email system is not confidential and these communications may not be private and are the property of Lewis County).*

13. ELECTRONIC MONITORING

This article addresses the use of surveillance and electronic or other monitoring performed on an ongoing basis for the purpose of monitoring workplace productivity, safety and security. This article does not apply to any surveillance and electronic or other monitoring performed as part of any criminal investigation or any internal investigation pertaining to specific employees, provided that reasonable suspicion shall be supplied to the Union Representative upon his/her request.

The Union and employees shall be notified prior to implementation of, or changes to, any forms of surveillance or electronic monitoring proposed by the employer to be implemented on a routine and on-going basis, and the notice shall include the purpose of the monitoring.

Data acquired by electronic monitoring or surveillance systems may be used to evaluate work

productivity, compliance with standards of conduct and other job requirements, as the basis for the imposition of discipline, and/or as part of a criminal investigation. In the event that data acquired by surveillance or electronic or other monitoring is used as the basis for any discipline, the employee who is the subject of such discipline and the Union shall have the right to obtain a copy of such data prior to the discipline being imposed. Said data shall not be used as the sole basis for discipline nor shall it be used as the sole basis to evaluate any individual Employee's productivity.

14. HOLIDAYS

- 14.1 Regular full-time employees of the Sheriff's Office shall receive eleven (11) paid holidays, as listed below, unless they take unpaid leave, in which case they will receive a prorated amount of holiday pay based on their number of compensated hours in the month compared to that required for full-time employment, as will a regular part-time employee.

Holiday	Day Observed
New Year's Day	January 1st
Martin Luther King Day	3rd Monday in January
Presidents' Day	3rd Monday in February
Memorial Day	Last Monday in May
Juneteenth	June 19
Independence Day	July 4th
Labor Day	1st Monday in September
Veterans' Day	November 11th
Thanksgiving Day	4th Thursday in November
Native American Heritage Day	Friday immediately following Thanksgiving
Christmas Day	December 25th

***Gubernatorial Holiday-** In addition to the above paid holidays, on the occasion the Governor of Washington declares a special holiday or day of special observation, on which the majority of Washington State employees are to receive a day off with pay, employees of the Sheriff's Office will also receive such day off with pay.

- 14.2 For calendar year 2026, each regular full-time employee will receive a deposit of 8 hours of vacation leave for a personal day. Beginning January 1, 2027, each employee shall be credited with one (1) Personal Holiday equivalent to one (1) shift at the time it is taken off. The personal holiday bank will be credited on January 1st of each year for current employees and on the date of hire for newly hired employees. The personal holiday will expire December 31st of each year and may not be carried forward to the subsequent year. Newly hired employees accrue the personal holiday on the date of hire. The personal holiday is not compensable upon separation.
- 14.3 Employees shall observe the County observed designated day of the holiday. An employee who works on an above-named holiday shall be paid one and one-half (1.5) times their regular rate of pay for all hours worked that day, and shall be entitled to receive an equal number of work hours off, to be taken within ninety (90) calendar days at a time agreeable to employee and Employer. If such time off is not taken by such employee within the ninety (90) days, such time off shall result in pay at the straight time rate. An employee whose regular scheduled day off falls on the designated day of the holiday will be entitled to

a substitute day off, to be taken within the same pay period, subject to the Employer's approval. If such day off is not taken by such employee within such time, such day shall result in pay at the straight time rate. The employee shall be responsible for submitting a claim for straight time pay.

- 14.4 When a holiday occurs on a Saturday, it shall be observed on the preceding Friday. When a holiday occurs on a Sunday, it shall be observed on the following Monday.
- 14.5 If any employee is called to work on a holiday that is their scheduled day off, they shall be paid time and one-half plus holiday pay. Where appropriate, the call time minimums of Article 10, Section 10.6 shall apply. When an employee works a holiday on their regularly scheduled shift, they shall be paid time and one-half plus regular rate of pay.
- 14.6 Should a conflict arise between the provisions of Sections 14.3 and 14.4 of this Article, the provisions of Section 14.4 shall apply.

15. VACATION

- 15.1 All regular full-time employees shall accrue vacation in accordance with the following schedule, unless they take unpaid leave, in which case they will receive a prorated amount of leave accruals based on their number of compensated hours in the month compared to that required for full-time employment, as will a regular part-time employee.

LENGTH OF COUNTY SERVICE	ACCRUAL RATE HOURS PER MONTH	ACCRUAL RATE HOURS PER YEAR
0-12 months (0 to Year 1)	8.50	102
13-24 months (1 to Year 2)	9.00	108
25-36 months (2 to Year 3)	9.50	114
37-48 months (3 to Year 4)	10.00	120
49-72 months (4 to Year 6)	11.00	132
73-84 months (6 to Year 7)	11.50	138
85-96 months (7 to Year 8)	12.00	144
97-108 months (8 to Year 9)	12.50	150
109-132 months (9 to Year 11)	13.00	156
133-156 months (11 to Year 13)	13.50	162
157-168 months (13 to Year 14)	14.00	168
169-180 months (14 to Year 15)	14.50	174
181-192 months (15 to Year 16)	15.00	180
193-204 months (16 to Year 17)	15.50	186
205-216 months (17 to Year 18)	16.00	192
217-228 months (18 to Year 19)	16.50	198
229+ (for all years beyond 19)	17.00	204

- 15.2 Actual accrual may be made on a semi-monthly basis, with part of the monthly accrual provided after completion of the first pay period in the month, and the remainder after completion of the second pay period. Vacation shall be utilized and charged in quarter-hour increments.

15.3 Vacation Scheduling

15.3.1 In October of each year, employees shall have the opportunity, by seniority within their respective Bureau, to bid their vacations for the upcoming year. Once the employee's vacation is scheduled and approved, such shall not later be bumped by a more senior employee.

15.3.2 Employees will have the opportunity to bid vacations for two rounds. Each round will include a posting of what vacation days have already been approved.

15.3.3 Vacation requests submitted after the completion of the annual bidding process will be considered on a first-come, first-served basis regardless of seniority.

15.4 All vacation scheduling shall be subject to approval of the Sheriff or his designee.

15.5 Catastrophic/Extended Illness

15.5.1 Donated Vacation Leave: Any regular full-time or part-time employee with more than one (1) year of completed service in an established and budgeted position may donate a portion of their accrued vacation leave to an eligible employee approved to receive leave donations.

This donation is contingent upon approval by the Employer and/or designee for both the employee authorizing and the employee receiving the transfer. The transfer is further restricted for the purposes of catastrophic or extended illness.

No employee may donate vacation leave time to another if such donation would leave the transferring employee less than forty (40) hours of credited annual leave. The receiving employee shall be limited to a maximum receipt of four hundred eighty (480) hours annually.

The employee transferring the annual leave time shall authorize the donation in writing. Copies of the written authorization shall be provided to the Employer and/or his designee and the Auditor's Office for payroll purposes. This voluntary donation of vacation leave, once authorized, is final, provided that should the receiving employee not use the donated vacation leave due to death, illness recovery, or separation from employment, the donated leave shall revert back to the transferring employee.

Vacation leave donated by qualifying employees shall be transferred in increments equal to the number of hours in the workday of the employee donating the leave time. The hours donated shall be converted to dollars at the rate of pay for the transferring employee. Once donated, they shall be reconverted to hours based on the receiving employee's hourly rate of pay. This process shall be reversed in cases of reversion of time.

The donation of vacation leave shall only occur if the receiving employee has worked for the County for at least one (1) year, occupies a budgeted position, is suffering from a catastrophic illness or extended illness or injury preventing the employee's return to work and the receiving employee has exhausted all of their accumulated vacation leave, sick leave, compensatory time, and other paid leave to which that employee is entitled.

Donation of vacation leave may also be used for any employee whose immediate family (i.e. spouse or child) suffers from a catastrophic or extended illness or injury requiring the employee's presence, provided the receiving employee has exhausted all of their

accumulated vacation leave, sick leave, compensatory time, and other paid leave to which that employee is entitled.

Donated vacation leave hours must be used within one hundred twenty (120) calendar days following the date of donation. Any and all donated vacation leave is excluded from termination vacation leave pay-out provisions.

- 15.6 Employees who separate from County employment (except for employees in their first six months of employment) shall be paid for a pro-rata portion of accrued days. Vacation leave may be accrued to a maximum of three hundred twenty (320) hours; subject, however, to potential loss of that portion of the accrual in excess of two hundred forty (240) hours. An employee who retires, terminates employment, or is laid off shall be paid by the Employer at the ensuing payday for any unused accrued vacation leave, but in any event not to exceed a maximum of two hundred forty (240) hours.
- 15.7 Upon approval of the Sheriff, an employee may opt to be cashed out for all vacation in excess of 120 hours' accrual. Such request must be made in writing to the Sheriff at least 30 days in advance of the proposed cash-out payday, which must be a regular payday, and if approved, such cash-out hours shall be paid at the next payday at the employee's straight time rate of pay.

16. JURY DUTY

- 16.1 Employees shall be allowed time off without loss of pay for serving on jury duty. Employees shall return to work if released from jury duty. If less than one hour remains on the employee's shift, a supervisor shall be consulted.

17. MILITARY LEAVE

- 17.1 Any employee who is a member of a military reserve force of the United States or of the State of Washington shall be entitled to and shall be granted military leave of absence from County employment, not to exceed twenty-one (21) working days during each October 1 through September 30. Such leave shall be granted in order that the person may take part in active training duty or active duty in such manner and at such times as he or she may be ordered to active training duty or active duty. Such military leave of absence shall be in addition to any vacation or sick leave to which the employee might be otherwise entitled, and shall not involve any loss of efficiency rating, privileges, or pay (RCW 38.40.060). During the period of military leave, the employee shall receive from the Employer his or her normal pay. Any additional leave will be considered under applicable federal law.

18. SICK LEAVE

- 18.1 Sick Leave Accrual: A full-time employee will accrue eight (8) hours of sick leave each month, unless they take unpaid leave, in which case they will accrue a prorated amount of sick leave based on their number of compensated hours in the month compared to that

required for full-time employment, as will a regular part-time employee. Actual accrual may be made on a semi-monthly basis, with part of the monthly accrual provided after completion of the first pay period in the month, and the remainder after completion of the second pay period. An employee's sick leave balance transfers with them to other positions within the County, provided they do not have a break in continuous County service.

When an employee has accrued more than 1,320 hours of sick leave at the end of the calendar year (December 31), the employee's accrued sick leave shall revert to 1,320 hours on January 1.

- 18.2 Sick leave shall be allowed as protected under Federal, State, or County policy, following RCW 49.46.210. Sick leave will be charged in quarter hour (.25) increments and may be used for the following reasons:
- a) When an employee is incapacitated for work due to a personal illness, injury, disability or health condition;
 - b) When an employee has a health care appointment or need for medical diagnosis, care, or treatment of an illness, injury, disability or health condition, or preventative care appointments;
 - c) When the employee has been exposed to a contagious disease and their presence at work would jeopardize the health of others;
 - d) When the employee's family or household member requires care due to their illness, injury, disability or health condition, or preventative care appointments;
 - e) When the employee's place of business or child's school or place of care has been closed by order of a public official for any health-related reason (health-related reason does not include inclement weather);
 - f) For domestic violence leave (chapter 49.76 RCW);
 - g) For bereavement, up to three shifts;
 - h) To prepare for or participate in any judicial or administrative immigration proceeding involving the employee or their family member.
- 18.3 Definitions for sick leave use: Family Member: child, grandchild, grandparent, parent (including those who stood 'in loco parentis' when the employee was a minor child), sibling, or spouse (including in-law, step, foster, and adoptive relatives of the same kind of relationship)
- Household Member: any individual who regularly resides in the employee's home or where the relationship creates an expectation of care for the person, and that individual depends on the employee for care. It does not include a household member who simply resides in the same home with no expectation that the employee cares for the individual.
- 18.4 Sick Leave Notification Requirements: Employees must give reasonable notice to their supervisor or designee to use sick leave and provide a general reason for the absence (i.e. a sick child, a medical appointment, personal illness).
- 18.5 The Employer may require an employee to produce a letter from a medical provider showing necessity of attendance or absence for more than three (3) consecutive workdays.
- 18.6 If the Employer has a reasonable belief that an employee is unable to perform the essential functions of the job with or without reasonable accommodation, the Employer may require the employee to undergo a fitness-for-duty evaluation at the employer's expense, or provide written certification from their health care provider.

- 18.7 An employee with a disability (sensory, mental, or physical impairment), or pregnancy who believes they need a change in the work environment or the way their job is performed may request a reasonable accommodation from the Employer.
- 18.8 At the time of separation from service other than for cause, an eligible employee, or in the case of death, the employee's estate or designated beneficiary as described in the Beneficiary Designation form provided by the Lewis County Auditor, shall receive remuneration at a rate equal to one (1) hour's current straight time monetary compensation of the employee for each two (2) hours of accrued sick leave to a maximum of four hundred eighty (480) hours of pay. In the event that an employee is re-hired by the County within 12 months of having terminated employment with the County, the number of hours which would be equivalent to the dollar value of any previous sick leave cash out shall not be restored upon re-hire. Any sick leave hours restored to a re-hired employee shall have no cash value and shall be excluded from any subsequent cash out payment. In addition, any sick leave hours restored to a re-hired employee shall be accounted for separately, and annual carry-over for all such restored sick leave hours shall be limited to forty (40) hours.
- 18.9 If, as of December 1, an employee has at least 176 hours of accrued and unused sick leave available, then the employee may, at the employee's option, be able to convert 16 hours of sick leave to 16 hours of vacation. If an employee elects to make this conversion, and does not use at least 16 hours of vacation within 12 months after making the conversion, then any remaining vacation hours that resulted from the conversion shall revert back to sick leave hours. If an employee elects to make this conversion, and terminates employment with the County prior to using all of the converted hours, then any remaining vacation hours that resulted from the conversion shall revert back to sick leave hours. An election to convert shall be made in writing and must be submitted December 1 through December 14.
- 18.10 Sick Leave Use with Workers' Compensation
- 18.10.1 During a period of interrupted service for occupational injury or occupational illness, the employee may, at their option, be paid from accrued benefits the full difference between Workers' Compensation and the amount the employee would have received for regularly scheduled work. This will be accomplished by making a deduction from accrued sick leave or accrued annual leave in units of at least one (1) hour so long as such accrued leave is available. The employee's election must be timely made so as to provide notice sufficient for the Employer to make necessary payroll deductions.
- 18.10.2 An employee may elect to use accrued vacation or sick leave during the initial three (3) days of a period of absence due to occupational injury or qualifying occupational illness. Should the employee initially elect to use sick leave and later qualify for and receive Workers' Compensation time loss payments which include compensation for this initial three (3) day period of absence, the time loss payment received for the initial period must be credited to the employee's sick leave account.
- 18.10.3 An employee who suffers an occupational injury and/or qualifying occupational illness is expected to seek, to return to, and it shall be the policy of the Employer to offer, any open and available position in the employee's

department for which the employee may be qualified when a physician certifies the employee is able to work in the available position. Prior to returning to active service, an employee must provide a written certification from a physician that the employee is able to perform his/her usual work, or such available work as may be made assigned by the Employer. Such certification shall be provided to the Sheriff and forwarded to the County Risk Manager prior to the employee's performance of duties. Where applicable, the employee shall retain the seniority date the employee would have had but for the interruption of service.

19. BEREAVEMENT LEAVE

- 19.1 Up to three (3) days with pay shall be granted without a charge to an employee's accrued leave balances in the event of the death of an employee's family member or household member (as defined in the Sick Leave article). The days do not need to be taken consecutively.
- 19.2 Employees who are permitted to attend the funeral or memorial service of a fellow Sheriff's Office employee shall be allowed attend when such services are held during working hours and as shift coverage allows without having to use any leave accruals.

20. FAMILY AND MEDICAL LEAVE

- 20.1 This article in the Collective Bargaining Agreement will be used in conjunction with the federal Family and Medical Leave Act (FMLA), state Paid Family and Medical Leave (PFML), and any other relevant federal regulations, and state laws and rules (RCW & WAC).
- 20.2 It is the policy of Lewis County to abide by all federal and Washington State laws related to family and medical leave (including Parental Leave) and Pregnancy Disability Leave. Pregnancy Disability leave is for eligible employees who experience a pregnancy-related disability.
- 20.3 Parental leave may encompass pregnancy disability leave and FMLA and may extend up to six (6) months; however, requests for leave beyond that required by law may be denied by the Chain of Command due to operational necessity.
- 20.4 Questions about eligibility, types of leave, and/or qualifying events for leave shall be directed to the Human Resources Department through the Chain of Command.
- 20.5 Determination of eligibility and qualifying events will be determined in accordance with federal and Washington State laws.
- 20.6 PFML is administered by the state's Employment Security Department, and different than FMLA. More information can be found at www.paidleave.wa.gov

21. MANDATORY SCHOOL AND TRAINING SESSIONS

- 21.1 The Sheriff is permitted to conduct or direct the attendance of employees, and each employee shall attend, any and all school and training sessions as directed by the Sheriff or his designee.

- 21.2 Whenever required in the Lewis County Sheriff's Office, or mandated by Washington State Law, each employee shall be responsible for obtaining and maintaining certification for matters required in the office or mandated by law. The Employer shall bear the cost of all certifications and/or training required of such employees.
- 21.3 The school, training, or certification referred to in Sections 21.1 and 21.2 above shall be mandatory upon each employee, requiring the attendance of such employee whether on his/her off-duty or on-duty time, depending upon when such classes occur.
- 21.4 Employer-required training shall be at the Employer's expense and time spent traveling to training sessions away from the employee's regular workplace as well as class attendance shall be considered compensable time at the applicable rate.
- 21.5 On a volunteer basis and with authorization of the employer, an employee may attend any seminar, school or class for the purpose of individual career advancement and/or enhancement. Such training shall not be considered work time, even though the Employer may pay for the expenses of, or part of, such training.
- 21.6 Employees shall not suffer any loss of pay, benefits, promotional opportunities or any other negative consequences for non-participation in voluntary training activities.

22. EDUCATIONAL REIMBURSEMENT

- 22.1 The Employer is desirous of having employees participate in courses and training opportunities to enhance their skills and enable them to advance to other positions. Accordingly, it shall be the Employer's goal to assist full-time, regular employees in the furtherance of this policy by offering a tuition reimbursement program for courses or training at accredited colleges and universities.
- 22.2 To qualify for reimbursement, the employee must make application to, and receive prior approval from, the Sheriff. Such approval shall be at the sole discretion of the Sheriff.
- 22.3 An employee requesting tuition reimbursement must submit a written application showing: a) the course curriculum description; b) dates and times of classes; c) duration of the course; d) narrative statement of how the course will benefit the Employer as well as the employee.
- 22.4 If an employee's application is approved, the reimbursement will be for tuition only if and when: a) the course is completed within six (6) months of approval; b) completed with a "pass" in a pass/fail grading system or a grade of "C" or better. The maximum reimbursement per credit will be the cost per credit charged by Centralia College.
- 22.5 An employee who receives tuition reimbursement agrees to continue to work for the Employer for twelve (12) months following the completion of the course; if not, the reimbursement is pro-rated and the employee authorizes reimbursement to the Employer from the last pay check issued. An employee who is unable to remain in the Employer's employment due to circumstances beyond the employee's control shall not be required to reimburse the Employer if the twelve (12) month period is not met.

- 22.6 Reimbursement shall be for actual tuition, or the cost of the course. All other expenses, such as travel and books, shall be paid by the employee.

23. EDUCATION INCENTIVE

- 23.1 As an educational incentive, each employee who holds an Associate's Degree shall be entitled to an additional thirty-five dollars (\$35.00) each calendar month, and each employee who holds a Bachelor's Degree shall be entitled to an additional sixty-five dollars (\$65.00) each calendar month. Employees' holding a Master's Degree or higher shall be entitled to an additional eighty (\$80.00) dollars each month. Degrees must be issued by an institution accredited by a regional accrediting agency (e.g., Northwestern Association of Schools and Colleges or the Western Association of Schools and Colleges.)
- 23.2 FTO (Field Training Officer) Incentive: Any employee assigned to serve as an assigned Field Training Officer to another employee in training shall be entitled to an additional two dollars (\$2.00) per hour while so engaged.

24. COMPLAINTS, INVESTIGATIONS, DISCIPLINE, PERSONNEL FILES

24.1 Citizen Complaints

- 24.1.1 Whenever a citizen complaint is received by the Employer, a determination will be made regarding whether the complaint is criminal or non-criminal. Criminal matters will be forwarded to the appropriate investigating authority.
- 24.1.2 A non-criminal citizen complaint will not be considered formal until such time as the complaint is reduced to writing. A written complaint may be handwritten by the complainant, typed, taped or otherwise reduced to writing and attested to by the complainant.

24.2 Supervisory or In-House Complaints

- 24.2.1 Supervisory or in-house complaints of misconduct or policy violation will be looked into by the Employer to determine relevant facts. The Employer shall attempt to handle the violation at the lowest level of authority appropriate to the violation to assure corrective action, but if it is a serious violation as set forth in Section 24.3 below, said section shall apply.

24.3 Investigations

- 24.3.1 In cases of serious violations, which are violations that may result in an un-timed letter, suspension, demotion, or termination, the complaint (whether a citizen complaint, supervisory or in-house complaint, or other) must be forwarded to the administrative staff. The interview of an employee concerning action(s) or inaction(s), which, if proved, could reasonably lead to a written reprimand, suspension without pay, demotion, or discharge for that employee, shall be conducted under the following conditions and procedures:

- a) Investigations into allegations of employee misconduct shall be classified in

the notice as either "Type I" or "Type II." For a Type II investigation, discipline will not be greater than a written reprimand. If notice of a Type I investigation is given, the range of discipline may be any of the disciplinary actions (i.e. written warning through discharge). The notice can be amended at any time during the course of the investigation, provided that an amended notice is provided to the employee and the Union. The outcome of Type I/Type II investigations shall be a finding that is categorized as either "sustained," "not sustained," "unfounded," or "exonerated."

- b) At a reasonable time (at least forty-eight hours) in advance of the investigative interview, the employee shall be informed in writing, with a copy to the Union, of the nature of the investigation; the specific allegations related thereto; and the policies, procedures and/or laws that form the basis for the investigation; and shall be advised that an opportunity to consult with a Union representative will be afforded prior to the interview. The employee may waive the forty-eight-hour notice in writing only. The employee may be assigned to home and placed on paid administrative leave while an investigation and disciplinary determination is in progress. The employee shall be required to be available by phone during their regular work shift, and able to report to work upon request within a reasonable period.
- c) The requirements of these shall not apply if (1) the employee is under investigation for violations that are punishable as felonies or misdemeanors under law, or (2) notices to the employee would jeopardize the administrative investigation.
- d) If a complainant has filed a formal complaint regarding an action or inaction of an employee and the Employer deems further investigation is necessary, the employee shall be provided a copy of the complaint as soon as practical, with a copy forwarded to the Union.
- e) The employee shall have the right to have a Union representative present during any interview that may reasonably result in discipline of the employee. The Union representative may not obstruct nor hinder the interview, but they can clarify points, ask questions of the interviewee at the conclusion of the investigator's questions or point out pertinent information to assist in gathering facts. The opportunity to have a Union representative present at the interview or the opportunity to consult with a Union representative shall not unreasonably delay the interview. However, if the interview begins with the consent of the employee in the absence of a Union representative, but during the interview the employee concludes that assistance is required by reason of increasing seriousness of the disciplinary problem, the employee shall be allowed a reasonable time in which to obtain a Union representative.
- f) To the extent reasonably possible, all interviews under this Section shall take place at the Sheriff's Office facilities, or other mutually agreed upon location.
- g) The Employer may schedule the interview outside of the employee's regular shift, which shall count as time worked and subject to overtime if applicable.
- h) The employee shall be required to answer any question concerning a non-criminal matter under investigation and shall be afforded all rights and privileges to which the employee is entitled under State or Federal laws.

- i) The employee shall not be subject to abusive or offensive language or to coercion, nor shall interviewer(s) make promises of award or threats of harm as inducements to answer questions.
- j) During an interview, the employee shall be entitled to such reasonable intermissions as the employee may request for personal physical necessities.
- k) All interviews shall be limited in scope to activities, circumstances, events and conduct that pertain to the action(s) or inaction(s) of the employee that is the subject of the investigation. Nothing in this Section shall prohibit the Employer from questioning the employee about information that is developed during the course of the interview.
- l) If the Employer tape-records the interview, a copy of the complete tape- recorded interview of the employee, noting the length of all recess periods, shall be furnished to the employee upon the employee's written request. If the interviewed employee is subsequently charged with misconduct, at the request of the employee or on its own volition, the Employer shall provide a copy of the recording to the Union on behalf of the employee.
- m) Interviews and Internal Affairs investigations shall be concluded without unreasonable delays.
- n) The employee and the Union shall be advised promptly, in writing, of the results of the investigation and what future action, if any, will be taken regarding the matter investigated.

24.4. Disciplinary Actions

24.4.1 Regular employees may be disciplined in the form of a documented warning, suspension, demotion, or discharge for just cause.

24.4.2 A pre-disciplinary hearing shall be held by the Employer in cases in which the complaint is believed to be valid and sanctions are anticipated. Such hearing shall be scheduled within fourteen (14) calendar days of the supervisor's completed investigation. Should additional investigation be required before a hearing can be set, the involved employee(s) shall be notified in writing of the delay and the expected completion date. The employee shall receive written notification at least seventy-two (72) hours prior to the pre-disciplinary hearing. The Employer, and employee may mutually agree to waive the (72) hour notification requirement. The written notification shall provide the following information:

- a) The basis of the alleged infraction;
- b) The applicable policies/rules/directives alleged to have been violated;
- c) Notice to the employee of his or her right to Union representation during the hearing;
- d) A copy of the complete investigation (upon written request of employee). In no

case shall the employee be afforded less than one (1) hour to inspect the disciplinary folder prior to the commencement of the pre-disciplinary hearing. Redactions of certain information in the investigation may be required by law.

24.4.3 Discipline may only be imposed for just cause.

24.4.4 A pre-disciplinary hearing shall be conducted during the employee's normal work hours unless the urgency to resolve the complaint dictates otherwise. If the employee is working a shift other than day shift, the pre-disciplinary hearing will be held as close as practical to the employee's normal work hours.

24.4.5 The employee may, if the employee wishes, advise the Employer that he or she will not proceed with a pre-disciplinary hearing. Once the Employer has afforded the employee the opportunity of a pre-disciplinary hearing and the employee chooses not to participate, the Employer may proceed with disciplinary action.

24.4.6 When a resolution of any complaint has been reached, the affected employee will be notified in writing of the outcome within fourteen (14) calendar days of the aforementioned pre-disciplinary hearing, not including the hearing date, unless an economic sanction or termination is recommended, in which case, the recommendation will be made in writing and submitted to the Undersheriff/Chief of Staff within fourteen (14) calendar days. A Loudermill hearing will be provided and final determination will be within fourteen (14) calendar days of the issuance of the recommendation, not including the date of issuance. In cases where serious sanctions have been administered, a copy of the discipline folder will be provided, upon employee request, to the employee after final disposition.

24.4.7 Should the Employer fail to adhere to the timelines set forth in this section regarding the scheduling of hearings or the issuance of resolutions, such matters will be deemed closed and not subject to further redress. It is understood by the parties that due to the nature of certain specific cases that either party may require an extension to the aforementioned timelines to properly investigate or process the matter. The granting of extensions shall be on a case-by-case basis and shall not be unreasonably withheld.

24.5. Personnel Files

24.5.1 Disciplinary materials at the level of a Documented Warning or higher shall be maintained in the official personnel file of the employee. In cases where a timed letter has been placed into an employee's file, such letter shall be automatically removed from the file upon the expiration of the duration of the notice.

24.5.2 Access to personnel files is limited to the employee, his/her authorized representative, officials of the County with a business need for access or as provided by law. Employees shall be provided copies of all disciplinary notices and performance evaluations before such material is placed in the personnel file and shall have the right to attach a rebuttal statement. The employee is required to acknowledge receipt of the materials. Acknowledgement shall not be construed as agreement or concurrence with the discipline or evaluation.

25. SENIORITY, LAYOFF, RECALL, AND VACANCIES

25.1 Seniority: Each employee shall have seniority standing equal to such employee's continuous length of service. The Employer will maintain a seniority list and provide it to the Union periodically and upon request.

25.1.1 Where employees have the same seniority date, ties shall be broken by the level of placement on the Civil Service hiring list, with the higher list position resulting in the highest seniority placing.

25.2 Layoff: In the event of layoff of regular employees, such employees shall be laid off in reverse order of seniority within the bargaining unit except when a specific position is eliminated.

25.2.1 When a specific position is eliminated, the least senior bargaining unit member in that position in his or her category is subject to layoff. That member shall have the right to bump to any position to which he/she is qualified at the time (in their category) and in which the present employee has less bargaining unit seniority. The bumped person may bump in turn in the same manner. The County shall issue a written notice of the action being taken, and the initially and subsequently bumped employees shall have five (5) working days to indicate their decision. If the employee previously held the affected position, he or she shall be permitted a 30 working day trial period to manifest satisfactory performance after which he or she shall be assigned in the position. If he or she is unable to manifest satisfactory performance, he or she may exercise any additional bumping rights his or her seniority and qualifications allow.

25.2.2 If the layoff results in a Category 2 employee being laid off who has Category 1 seniority (must have worked in a position in that group) said employee shall have the option of being laid off or bumping a Category 1 employee who has less seniority. Should the Category 2 employee bump into Category 1 said employee's seniority shall be continued as if there was no change in their category.

25.2.3 Layoff notices shall be in writing and shall be provided to an affected employee and the Union at least thirty (30) calendar days in advance of the layoff date.

25.2.4 For layoff purposes the Work Group Category shall be as follows:

- Category 1: Support Technician 1 and 2
- Category 2: Accountant, Administrative Assistant
- Category 3: Community Services Officer is its own separate category, with no bumping rights into Category 1 or 2

25.2.5 In all cases of layoff and bumping, the employee must have the skills, abilities, and qualifications to perform the duties assigned to the position they are bumping into.

25.2.6 Extra-help and probationary employees do not have any bumping rights.

25.3 Recall

25.3.1 Employees laid off shall be placed on a recall list for twelve (12) months, and shall be recalled in the reverse order in which they were laid off.

25.3.2 Recall to Former Position. If the specific position formerly held by a laid off employee is reopened during that 12-month period, then that employee will be recalled to fill that position. This provision will also apply in situations in which the restored position has been reorganized, but retains substantially the same skills and duties as the former position. Employees on the recall list shall also be entitled to open positions that they previously held.

25.3.3 Recall Within the Bargaining Unit: When new positions are opened within the bargaining unit, current employees shall have priority over employees on the recall list, but qualified employees, as defined by the employer, on the recall list shall have priority over external applicants. Seniority shall apply in this situation as described in 25.3.2 above length of service with this Employer in a position within the bargaining unit. Continuous length of service shall be broken if the employee is terminated, quits, accepts a leave of absence exceeding 180 days, or is on layoff status exceeding 12 months.

25.4 Vacancies: When a vacancy occurs within this bargaining unit, an existing qualified employee may submit an application for the position and shall be considered prior to any outside applicants and prior to employees on the recall list who have not held the vacant position previously. The application shall be submitted within the time lines set forth in the written posting of the job opening. The hiring decision and determination of an employee's qualifications for a particular position shall be within the sole discretion of the Employer.

25.4.1 Subject to the Civil Service Rule of 3, Seniority shall prevail in the case of promotions and newly created jobs when job knowledge, past performance and competency are equal.

26. GRIEVANCE PROCEDURE

26.1 Grievance Definition: A grievance is defined as a dispute or complaint arising under and during the term of this Agreement, raised by an employee or the Union, involving an alleged misapplication or misinterpretation of an express provision of this Agreement. This grievance procedure shall be the exclusive means for resolving such grievances.

26.2 Timeliness: Time limits within the grievance procedure may be waived or extended by the mutual agreement of both parties. If the Union, on behalf of the employee, fails to act or respond within the specified time limits, the grievance will be considered waived. If the Employer fails to respond within the specified time limits, the grievance shall proceed to the next available step of the grievance procedure.

26.3 Timelines: Time limits within the grievance procedure must be strictly adhered to unless mutually modified in writing. Requests for extensions by either party shall not be unreasonably denied. Days, for purposes of this article and all articles within this agreement are calendar days and will be counted by excluding the first day and including the last day of timelines. When the last day falls on a Saturday, Sunday, or holiday, the last day will be the next business day.

If the Union, on behalf of the employee, fails to act or respond within the specified time limits, the

grievance will be considered waived. If the Employer fails to respond within the specified time limits, the grievance may proceed to the next available step of the grievance procedure.

26.4 Steps

- 26.4.1 Step One: The Union, on behalf of the aggrieved employee, shall submit the grievance in writing to the Undersheriff within fourteen (14) calendar days of the events giving rise to the grievance. The written statement shall include the facts giving rise to the grievance, the section(s) of the Agreement allegedly violated, and the remedy sought. The Undersheriff shall meet with the grievant and appropriate Union representative(s), and thereafter respond to the grievance in writing within fourteen (14) calendar days of its receipt.
- 26.4.2 Step Two: Should Step One fail to resolve the grievance, the Union shall, within fourteen (14) calendar days after receipt of the Undersheriff's response, submit the grievance in writing to the Sheriff. The Sheriff shall meet with the grievant and appropriate Union representative(s), and thereafter respond in writing within fourteen (14) calendar days following receipt of the Union's grievance.
- 26.4.3 Step Three: Should Step Two fail to resolve the grievance, the Union shall, within fourteen (14) calendar days after the Union's receipt of the Sheriff's or designee's decision, give written notice to the Employer of its intent to submit the grievance to arbitration.
- 26.4.3.1 Within fourteen (14) calendar days of the Employer's receipt of the Union's request to arbitrate, a representative of the Union and a representative of the Employer shall meet and attempt to agree on a neutral arbitrator. If unable to reach agreement, they shall request a list of eleven (11) arbitrators from the Federal Mediation and Conciliation Service ("FMCS") or the Public Employee Relations Commission (PERC). The list shall be limited to arbitrators who are members of the National Academy of Arbitrators from Washington State. Within fourteen (14) calendar days following the receipt of the list of eligible arbitrators, the parties or their representatives shall meet to select an arbitrator. The parties shall each strike five arbitrators from the list in an alternating order, and the remaining arbitrator shall hear the dispute. The party exercising the first strike shall be the loser of a flip of a coin.
- 26.4.3.2 The arbitrator shall have no power to render a decision that will add to, subtract from, or alter, change, or modify the terms of this Agreement, and his power shall be limited to interpretation of application of the express terms of this Agreement, and all other matters shall be excluded from arbitration.
- 26.4.3.3 The arbitration shall rule only on the basis of information presented in the hearing and shall refuse to receive any information after the hearing except in the presence of both parties and upon mutual agreement.

- 26.4.3.4 The decision of the arbitrator shall be final, conclusive and binding upon the Employer, the Union and the employees involved, provided the decision does not involve or require action by the Employer which is beyond the arbitrator's jurisdiction. If the Employer claims that the award is beyond the arbitrator's jurisdiction, the matter shall be resubmitted to the arbitrator for reconsideration. The Employer shall have a right of judicial review on the issue of jurisdiction if the arbitrator does not grant reconsideration of the jurisdiction issue.
- 26.4.3.5 Each party shall bear its own costs associated with the arbitration, including its attorney's fees, and shall pay one-half of the cost of the arbitrator.
- 26.4.3.6 The arbitrator's decision shall be made in writing and shall be issued to the parties.
- 26.4.3.7 Arbitration awards or grievance settlements shall not be made retroactive prior to the date of the occurrence or non-occurrence upon which the grievance is based.

27. CIVIL SERVICE CONFLICT

- 27.1 With respect to questions of hiring, retention, promotion, demotion and termination, in the event of conflict between the provisions of this Agreement and the jurisdiction and rules of the Lewis County Civil Service Commission, the rules and jurisdiction of the collective bargaining agreement shall prevail.
- 27.2 The bumping rights provisions contained in Article 25 of this collective bargaining agreement shall prevail, if deemed to conflict with Civil Service rules or regulations,

28. BARGAINING UNIT WORK

- 28.1 The Employer shall use temporary/extra-help employees or volunteers only to supplement rather than to supplant the work currently performed by employees in positions in this bargaining unit.
- 28.2 The Employer may contract out work which could be performed by the bargaining unit so long as such contracting of work does not directly cause the loss of an existing job position.

29. IMMUNIZATIONS

- 29.1 Employees whose job duties cause them to come in contact with blood borne pathogens, shall be provided with the option to receive a Hepatitis B immunization, in accordance with Blood Borne Pathogens Standards, to be paid for by the Employer.
- 29.2 Such employees shall be provided with the bloodborne pathogens safety equipment as required by state or federal law.

- 29.3 Employees who may be at risk of job-related infection shall be trained in bloodborne pathogen protection.

30. SEVERABILITY

- 30.1 In the event that any portion of this Agreement is held contrary to Federal or State statute or law, such portion shall be null and void; provided, however, that negotiations may be immediately re-opened by either party pertaining only to that portion which is held contrary to law.

31. SUCCESSOR AGREEMENT

- 31.1 This agreement and each of its provisions shall be in full force and effect when ratified by the parties, unless a different effective date is specified. Written notice to begin negotiations for a successor agreement shall be served by either party upon the other at least ninety (90) days prior to the expiration date.

32. CIVIL LIABILITY

- 32.1 Where an employee has acted in good faith within the scope of employment with Lewis County, and has not willfully committed acts or omissions which are wrongful, the employee may, subject to RCW 4.96.041, and in accordance with the procedures adopted from time to time by the Employer by County resolution, make a written request for indemnity and defense.
- 32.2 In all such instances the Employer shall provide legal representation for the employee and the employee's marital community in defense of allegations of acts or omissions in the performance of the employee's official duties, and where the Employer has undertaken, or should have undertaken representation, the Employer shall pay any monetary judgment awarded against the employee and the employee's marital community.
- 32.3 As used in this Article 32, the term employee includes a former employee of Lewis County.

33. EFFECTIVE DATE AND DURATION OF AGREEMENT

33.1 This Agreement shall be effective January 1, 2026 and shall remain in full force and effect to and through the 31st day of December, 2028.

Signed for and on behalf of the parties hereto on the dates inscribed below:

Teamsters Union Local #252

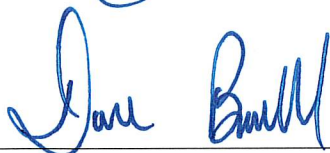
**BOARD OF LEWIS COUNTY
COMMISSIONERS**

LEWIS COUNTY, WASHINGTON



Brian Blaisdell, Secretary/Treasurer

Lindsey R. Pollock, DVM, Chair



Dane Bonnell, Business Agent

Scott J. Brummer, Vice-Chair

2.5.26

Date

Sean D. Swope, Commissioner

LEWIS COUNTY SHERIFF'S OFFICE

ATTEST:


242
Robert R. Snaza, Sheriff
KEVIN ENGELBERTSON, UNDERSHERIFF

Rieva Lester, Clerk of the Board

2-4-26

Date

Date