

ASOTIN COUNTY COMMISSION

and

ASOTIN COUNTY SHERIFF'S OFFICE

and the

ASOTIN COUNTY CORRECTIONS OFFICERS GUILD

January 1, 2024 – December 31, 2026

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PREAMBLE

This Agreement is hereby made and entered into by and between the Sheriff and the Board of County Commissioners of Asotin County, hereinafter referred to as the Sheriff, the Employer or County and the Asotin County Corrections Officer's Guild.

ARTICLE 1 – RECOGNITION

- 1.1 The County recognizes the Guild as the exclusive Bargaining Agent for all Regular and Part-time Corrections Officers, Civil Deputies, Records Managers, Utility Officers, Court Bailiffs, and Corrections Sergeants in the Asotin County Sheriff's Office for the purpose of collective bargaining with respect to wages, hours and other conditions of employment.

ARTICLE 2 – MANAGEMENT RIGHTS

- 2.1 It is agreed that except as specifically modified by the Agreement, all of the rights, powers and authority the County had prior to the signing of this Agreement are retained by the County and remain the exclusive right of Management without limitation. Nothing in this Agreement shall be construed to impair the rights of the Guild to bargain about any matters that are recognized under state law as mandatory and/or permissive subjects of bargaining.

The exercise of any Management rights not specifically modified by this Agreement or the Personnel Policy or the failure to exercise any such right does not prevent the County from exercising that right in a different manner in the future.

- 2.2 **Examples:** Without limitation, but by way of illustration, the exclusive prerogatives, functions and rights of the County shall include the following:
- A. To direct and supervise all operations, functions and policies of all Departments in which the employees in the bargaining unit are employed.
 - B. To terminate, combine or reorganize any Department or function of the County for budgetary or any other reason.
 - C. To determine the need for a reduction or an increase in the workforce and implement any decision with regard thereto.
 - D. To establish, revise and implement standards for hiring, classification, promotion, quality of work, safety, materials, types of equipment, uniforms, dress code, methods and procedures except as specifically provided herein.
 - E. To implement new, and to revise or discard wholly or in part, old methods, procedures, materials, equipment, facilities and standards.

- F. To assign shifts, workdays, hours of work and work locations except as specifically provided herein.
- G. To designate and to assign all work duties.
- H. The decision to introduce new duties and to revise job classifications and duties within the unit. The Guild reserves the right to negotiate impacts.
- I. To determine the need for any the qualification of new employees, transfers and promotions.
- J. To discipline, suspend or discharge any employee for just cause.
- K. To determine the need for additional education courses, training programs, on-the-job training and cross-training and to assign employees to such duties for periods to be determined by the County.

- 2.3 **Limitations:** The exercise of any Management prerogative, function or right which is not specifically modified by this Agreement, or the Personnel Policy is not subject to the grievance procedure or bargaining during the term of this Agreement.

ARTICLE 3 – GUILD/MANAGEMENT RELATIONS

- 3.1 All collective bargaining with respect to wages, hours and working conditions shall be conducted by the authorized representative of the Guild and authorized representatives of the Employer.
- 3.2 Agreements reached between the parties to this Agreement shall become effective only when signed by the representative of the Guild and the Board of County Commissioners and the Sheriff.
- 3.3 An employee shall have the right upon request to inspect his/her personnel file in the presence of a department head or their designee at a reasonable time during the workday and have a copy of any information contained in the file(s). Said request shall be granted within a reasonable amount of time no later than three (3) working days after the request. Material referring to the employee's competence may be placed in the file and the employee will be provided an opportunity to sign the material and attach his/her comments. If the employee refuses to sign the material, it will nevertheless be placed in the employee's personnel file. A copy of any entry to his/her file will be given to the employee.

ARTICLE 4 – DUES DEDUCTION

- 4.1 The County agrees to deduct Guild dues and assessments, certified to be current by the Guild, once a month, from the pay of those members who individually request in writing that deductions be made. The total amount of the deductions shall be remitted monthly by the Employer to the Treasurer of the Guild or designee as nominated in writing by the Guild
- .
- 4.2 The Guild shall indemnify and hold the County harmless against any and all claims, demands, suits, or other forms of liability and for all legal costs that shall arise out of, or by reason of, action taken or not taken by the County in reliance upon documents or cards or other information furnished to the County by the Guild in complying with any of the provisions of this Article.

ARTICLE 5 – GUILD ACTIVITIES

- 5.1 The Employer agrees that during working hours, on the Employer's premises, Guild representatives shall be allowed to:
- A. Post Guild notices.
 - B. Solicit Guild membership during the employee's non-working time with the consent of the affected employee.
 - C. Transmit communications authorized by the Guild or its officers to the employees or the Employer or his/her representative.
 - D. Consult with the Employer or his/her representative, Guild officers, or with the Guild representatives concerning the enforcement of any provisions of this Agreement.
 - E. Represent employees and conduct Guild activities related to grievances, discipline representation and collective bargaining with the County.
 - F. Meet with any newly hired employees whose positions are covered by the collective bargaining agreement for 30 minutes to discuss the Guild within a reasonable time after commencement of employment.
- 5.2 It is agreed that no conferences and meetings between the employees and the Guild representatives shall in any way, stop, hamper, or obstruct normal flow of work.

ARTICLE 6 – HOURS OF WORK

- 6.1 It is recognized that the duties of the Sheriff require seven (7) days a week, Sunday through Saturday, twenty-four (24) hours of service to the County. For this reason, the

workweek shall be scheduled by the Sheriff, insofar as consistent with the needs and the safety of the citizens of the County.

- 6.2 For all full-time employees, the hours of work shall be five (5) days, eight (8) hours per day, forty (40) hours per week, with two (2) consecutive days off unless otherwise agreed to by mutual agreement. During the Contract term, an alternative definition to allow a ten (10) hour or twelve (12) hour schedule may be implemented by mutual agreement. At such time, all other affected Sections of the Contract shall be reviewed as needed.
- 6.3 The workweek schedules shall be posted seven (7) days prior to a change of scheduled days off or change of duty hours, except in emergencies as determined by the Sheriff, however, the Employer shall strive to post it fourteen (14) days prior to the change. *(Except as covered in 7.1).
- 6.4 Notwithstanding the above, in cases of emergencies, all employees shall report as required, unless such employee is physically incapable of performing his/her duties.
- 6.5 All Asotin County employees will during the shift be given a meal break of thirty (30) minutes. This break will occur at approximately mid-point of the shift. Employees will be afforded relief periods in accordance with WAC 296-126-092 Standards.
- 6.6 Standby: Standby time is defined as a period of off-duty time during which an employee will be assigned by a supervisor to be available to work if and when summoned. Employees on standby will be compensated for all on standby time at the rate of one-half ($\frac{1}{2}$) the applicable rate. If called out during standby time, the employee shall be paid their regular overtime rate of time and one-half ($1\frac{1}{2}$) for all hours involved.
- 6.7 If called out during standby time, the employee shall be paid a minimum of two (2) hours pay at the applicable overtime rate.
- 6.8 Call Back: A call back is when an employee is required to respond back to work or perform work functions when not normally scheduled to work. Any employee called out beyond regularly scheduled duty hours, shall be paid a minimum of two (2) hours overtime pay at the applicable rate. The purpose of a call back is to respond to a particular work function need and employees are not obligated to fill 2 hours of time with unrelated work. A call back begins upon initial notification.
- 6.9 Sick leave and annual leave will be accrued and paid according to the scheduled workweek, i.e., if employees are working four/ten (4/10) hour shifts per week, sick leave/annual leave/vacation leave will be paid at ten (10) hours.
- 6.10 A **full-time** employee is an employee hired to fill a regular full-time position. A regular full-time employee works forty (40) hours per week on a regular basis and has completed a probationary period.

- 6.11 A **part-time** employee is an employee performing work covered under this Agreement. A regular part-time employee works as needed a minimum of twenty (20) hours and up to forty (40) hours per week, normally to fill in for a full-time employee on annual leave, sick leave or emergency leave. Part-time employees shall be hired according to the established Civil Service Guidelines.
- 6.12 A **probationary** employee is an employee hired to fill a regular position of employment, who has completed less than the initial twelve (12) month period of continuous employment. During the probationary period the employee shall be on a trial basis, during which period he/she may be separated from employment for any reason without recourse to the grievance or arbitration process.
- 6.13 Shift rotations will have a duration of four (4) months. Employees may not work the same rotation more than twice consecutively, unless required by management for operational needs or upon mutual agreement. Employees assigned to the relief shift shall not be obligated to hold the relief shift rotation more than once per year and not consecutively, unless mutually agreed.
- 6.14 Shift bidding shall be by seniority. Management reserves the right to reasonably assign shifts for operational and training needs. Bidding shall occur 90 days prior to rotations with posting of final awarded bids and assignments.

ARTICLE 7 – SENIORITY AND LAYOFF

- 7.1 Seniority shall be defined as total length of service with the Corrections Division of the Sheriff's Office.
- 7.2 For the purpose of computing seniority, all authorized leave shall be considered as time worked. Employees who are laid off as a result of a reduction in positions, and who are subsequently reinstated, within one (1) year shall retain their full seniority except for such period of layoff.
- 7.3 In the event of a layoff for any reason, employees shall be laid off in the reverse order of their seniority in the Corrections Division of the Sheriff's Office. No layoffs or reduction to a lower classification shall be executed so long as there are temporary employees serving within the affected classification.

When an individual has transferred from an area or division of service within the department to another, and due to that transfer, has become a less senior member of the new division and therefore is laid off, that individual shall have the right within ten (10) days by written declaration submitted to the Sheriff, to request transfer to his/her old division and bump the least senior member of the division, provided that the bumping employee has more seniority in the department and has the necessary qualifications, computed as of time of bumping than the bumped employee, determined as of the time of proposed bumping.

- 7.4 No new employee shall be hired in any classification in that department until all employees on layoff status in that classification in that department have an opportunity to return to work.
- 7.5 Employees employed under C.E.T.A., State Grant or Federal Grant positions shall not be covered under the layoff or recall provisions of this Agreement.
- 7.6 No subsection within this Article shall supersede State Statutes.

ARTICLE 8 – OVERTIME

- 8.1 Overtime pay shall be at the rate of time and one-half (1½) the applicable rate for all employees, as in accordance with FLSA.
- 8.2 Overtime shall be paid on all hours worked beyond the regularly scheduled shift* and on all hours worked over forty (40) hours during the workweek.

For the purpose of this section, vacations and holidays shall be considered as hours worked.

There shall be no pyramiding of overtime pay, nor hours worked for the purpose of reaching the forty (40) hours overtime threshold.

*For the purpose of this Section, the term “shift” shall refer to daily work hours only and shall not reference the scheduled workweek.

- 8.3 Any mandatory training and/or schooling will be paid at time and one-half (1½) if it is outside the forty (40) hour workweek or outside the four-day workweek if the employee is on a twelve-hour shift schedule, excluding time spent in training at the training academy. Time spent in traveling to and from work related or required training shall be paid in accordance with FLSA and Washington State laws and regulations.
- 8.4 The Employer shall make every reasonable effort to equitably distribute overtime among the full-time employees. The supervisor shall use the seniority list to select the employee or employees for overtime assignments. The selection process shall rotate through the seniority list starting with the most senior employee working to the least senior employee. The rotation shall continue from one overtime assignment to the next overtime assignment. A part-time employee may be substituted, only if he/she meets the minimum training requirements of a full-time employee. Once part-time employees reach forty (40) hours worked, overtime opportunities will be offered to full-time employees first.
- 8.5 For all off-duty time required in court, which is required by the Employer, the employee shall be compensated at his/her overtime rate of pay, (subject to the terms of the Fair Labor Standards Act-FLSA), with a minimum of two (2) hours for all time involved.
- 8.6 An employee may choose by mutual agreement to take compensatory time off in lieu of overtime payments. Such time is computed on the basis of time and one-half (1½) hours

off for each hour of overtime worked. An employee may accumulate up to forty (40) hours of compensatory time off, and the scheduling of such hours will be by mutual agreement. Any compensatory time beyond forty (40) hours will be paid. All compensation time earned will be paid out in the last payroll cycle of each year.

- 8.7 No overtime shall be worked unless authorized by the Sheriff or his/her authorized representative.

ARTICLE 9 – HOLIDAYS

- 9.1 The following days shall be considered holidays:

New Year's Day	January 1
Martin Luther King Day	3 rd Monday in January
President's Day	3 rd Monday in February
Memorial Day	Last Monday in May
Juneteenth	June 19 th
Independence Day	July 4 th
Labor Day	1 st Monday in September
Veteran's Day	November 11 th
Thanksgiving Day	4 th Thursday in November
Day after Thanksgiving	4 th Friday in November
Christmas Day	December 25 th
One (1) Floater Day	by mutual agreement

- 9.2 In order for an employee to receive holiday pay, they must be in a paid status the last scheduled day prior to the holiday and the first scheduled day after the holiday. This section only applies to regular employees who work over thirty (30) hours a week.
- 9.3 If an employee is required to work on one of these holidays, in addition to being paid their regular hourly rate for the holiday, they will receive time and one-half (1½) times their regular hourly rate for their scheduled shift. If the employee's regular day off falls on a holiday, he/she shall be paid for that day at his/her regular hourly rate. In no instance shall total compensation exceed two and one-half (2½) times the hourly rate.
- 9.4 The County agrees that if during the course of this Contract, if the United States Government or the State of Washington designates a special holiday and it is in turn recognized, observed, and granted to all other employees by the County of Asotin, it will also be granted to employees covered by Collective Bargaining Agreement.
- 9.5 These ten (10) holidays shall be designated as paid holidays for those employees who fill regular jobs.
- 9.6 **Floating Holidays:** in addition, there shall be one (1) paid holiday to be known as a floating holiday which may be taken by regular employees at their option with department approval. The floating holiday must be taken in the calendar year in which it is earned.

- 9.7 Regular full-time employees who qualify for paid holidays will be paid eight for their entire work shift depending upon their regularly scheduled shift, at their regular straight-time rate for each of these holidays.
- 9.8 Regular part-time employees shall be paid for holidays based on the ratio of scheduled time worked.
- 9.9 Employees will not receive holiday pay for unworked paid holidays, in addition to non-occupational accident and sickness benefits or Workmen's Compensation.
- 9.10 The occurrence of a paid holiday in vacation will add a day to the vacation period. Such time off will be granted at the beginning or the end of the vacation period, or at any time following the vacation within the calendar year in which the vacation is taken.
- 9.11 All holidays shall be deemed to begin at the employee's regularly scheduled starting time of said day and end at the employee's regularly scheduled starting time on the following day or the employee's scheduled starting time and ending time.

ARTICLE 10 – VACATIONS

- 10.1 Every employee shall be eligible for paid vacation after six (6) months of service with the Employer. Employees shall start to earn annual leave allowance as of their date of hire. Annual leave credit may be accumulated from the date of commencing employment. The employee must request and said request is subject to prior approval from the Employer before the employee can utilize said accrued annual leave. No employee may use vacation while attending the basic correction's officer academy. The Sheriff or designee may, in an extraordinary circumstance, approve an employee to use vacation prior to six months, but only as an exception. No employee may grieve the denial of the use of vacation prior to six (6) months employment or while attending the corrections academy.
- 10.2 Annual leave allowance shall be earned annually based on the following schedule:
- | | | |
|----|-------------|---------|
| A. | 0-4 years | 13 days |
| B. | 5-9 years | 16 days |
| C. | 10-14 years | 19 days |
| D. | 15-19 years | 22 days |
| E. | 20-24 years | 25 days |
| F. | 25 + years | 28 days |
- 10.3 An accumulation of two hundred and forty (240) hours may be carried over to the following year. Subject to Sheriff's approval additional days may be carried over. All days carried over greater than two hundred and forty (240) hours must be used within the first six (6) months of the following calendar year. If the Employer cancels vacation based on their need, the affected employee shall be allowed to carry over and use the amount of vacation cancelled within the period of one (1) year from the date of cancellation.

- 10.4 Employees will be eligible to cash out forty (40) hours of vacation time if employees have used a minimum of eighty (80) hours of vacation time during the calendar year. This cash out would be paid in the December payroll as determined by the Employer.
- 10.5 The employee shall be compensated for all accrued vacation leave and comp time upon retirement, death , and/or separation. In the event of death, payment shall be made to the beneficiary of the employee or surviving spouse. The county will also payout all sick leave in the event the employee is killed in the line of duty.
- 10.6 Regular part-time employees, working a minimum of twenty (20) hours per week for a full year, shall receive vacation prorated to date of hire.
- 10.7 Vacation requests received by January 31 will be granted, subject to approval of the Sheriff or his/her designee, based on seniority. Vacation requests received after January 31 will be granted, subject to approval of the Sheriff or his/her designee, based on earliest submittal date. Requests for vacations shall be submitted no later than fourteen (14) calendar days prior to the dates being requested, subject to the approval of the Sheriff or his/her designee. Employees will have the right to use all vacation days in any manner he/she wishes subject to the approval of the Sheriff or his/her designee. This is intended to mean that they may be used one (1) day at a time if he/she so desires.
- 10.8 Vacation schedules should be arranged to offer flexibility in arranging individual vacation requests.

ARTICLE 11 – SICK LEAVE

- 11.1 Sick leave provisions shall be as follows: Eight (8) hours per month per full-time employee (FTE). Part-time employees who work twenty hours or more per week shall receive pro-rata sick leave. Sick leave shall be computed from the last date of hire.
 - A. For a period of absence from work due to injury or occupational disease resulting from County employment, the employee shall file an application for Worker's Compensation in accordance with State law.
 - B. An employee injured on-the-job may use accumulated sick leave. When eligibility is determined by the Department of Labor & Industries and Worker's Compensation payment checks are received, the employee will surrender the endorsed checks to the County. Upon such receipt, the County will credit the employee with sick leave. The employee will be credited the number of sick leave hours as have been compensated by Worker's Compensation at the employee's regular rate of pay, to the nearest half (½) hour.

Should any employee apply for time loss compensation and the claim is then or later denied, sick leave and annual leave may be used for the absence in accordance with other provisions of this rule.

- 11.2 Sick leave may be taken for the reasons as provided for in the Washington State Paid Sick Leave Act (WSPSLA):

Bereavement Leave: Upon written request with the approval of the appropriate Department Head, an employee may be granted up to five (5) paid straight days in the event of the death of a spouse, child, parent, brother, sister, or step relation thereof, father-in-law, mother-in-law, brother-in-law, sister-in-law, grandparent or grandchildren. Also included are members of the family regardless of relationship, residing at the time in the household of the employee. It is the intention of this provision that persons who take such leave actually be attending the funeral of the member of the immediate family and/or have to attend the per-burial or post-burial or cremation matters.

- A. Sick leave in excess of three (3) days for employee or employee's family as outlined in WSPSLA shall require a certification or prescription from a health care provider.
- 11.3 Compensation for sick leave shall be paid only providing the employee submits a sick leave application within thirty-six (36) hours after returning to work.
- 11.4 Employees detained from reporting to work or absence for any reason will make an effort to notify the Sheriff or his/her representative at least two (2) hours but not less than one (1) hour before his/her work shift begins unless such tardiness or absence is due to extreme emergency.
- 11.5 All employees while on sick leave shall make themselves available for such investigation, medical or otherwise, as may be ordered by the Sheriff.
- 11.6 An employee will be charged with hours/days of sick leave only on those days when he/she would have worked regularly.
- 11.7 Upon separation from employment by death or retirement, an employee or his/her heirs shall be paid for all accumulated sick leave, not to exceed one-hundred-twenty (120) days at 50%. Accumulated sick leave days shall not be used for calculating retirement benefits. This does not apply to PERS I employees.
- 11.8 Should State Industrial Disability payments be made to any employee, the Employer will pay the difference, if any, to the employee, but not to be above the total that would exceed the employee's regular rate of pay.
- 11.9 Regular part-time employees as defined in Article 7.11, working for a full year, shall receive sick leave prorated to date of hire.
- 11.10 Upon each employee's anniversary date those employees who have accumulated sick leave in excess of six hundred (600) hours will be given the option of converting their accumulated unused sick leave for the preceding twelve (12) months to vacation at the rate of four (4) for one (1). (Example: twelve (12) days sick leave could be converted into three (3) days vacation leave).

ARTICLE 12 – GRIEVANCE PROCEDURE

12.1 **Policy:** The parties recognize that the most effective accomplishment of the work of the County requires prompt consideration and equitable adjustments of employee grievance. It is the desire of the parties to adjust grievances informally whenever possible, and both management and employees are expected to make every effort to resolve problems as they arise. However, there may be instances where a grievance can be resolved only after a formal review. Accordingly, the following procedure is established to process such disputes as fairly and expeditiously as possible. The principle of “work now, grieve later” shall be adhered to in the event of a Contract dispute or grievance. (Exception: When an employee’s life or health is placed in imminent peril).

12.2 **Definition:** A grievance is an alleged violation of this Agreement or a dispute concerning a specific term or terms of this Agreement.

An employee or the Guild may file a grievance.

An employee with a grievance shall be required to make a written decision as to an election of remedies regarding whether to pursue their grievance through Civil Service procedures or through the contractual grievance procedure.

Such election or remedies shall be made prior to Step 1 in the contractual grievance procedure. Employee’s choice of procedures shall be final and irrevocable. Employees are specifically prohibited from utilizing both Civil Service procedures and the contractual grievance procedure for the same grievance and/or related matters.

Employees who attempt to utilize both procedures in violation of this election of remedies requirement shall waive their rights to utilize the Civil Service procedures and their grievance shall be processed per the contractual grievance procedure.

Grievances may be initiated by the County alleging violation of the Contract by the Guild or its officers. Such grievance shall be filed with the Guild Staff Representative within ten (10) working days of the incident prompting the grievance and shall be answered within fifteen (15) calendar days. Such grievances shall be subject to mediation – arbitration.

12.3 **Special Provisions:** The term “employee” as used in this Article shall mean an individual employee, or group of employees, accompanied by a representative. If an employee believes a conference could result in disciplinary action, he/she may request Guild representation. The supervisor/manager requesting the conference shall either:

Notify the employee that the meeting will have no disciplinary result, or

Comply with the request and allow Guild representation at the conference.

12.4 A Guild representative and/or aggrieved party shall be granted time off without loss of pay for the purpose of processing a grievance. Any investigation undertaken by the Guild upon the worksite shall be conducted so as not to disturb the work of uninvolved employees and after advance notice to the Department Head.

A grievance may be entertained in or advanced to any Step in the grievance procedure if the parties so jointly agree.

The time limits within which action must be taken or a decision made as specified in this procedure may be extended by mutual written consent of the parties involved. A statement of the duration of such extension of time must be signed by both parties.

Any grievance shall be considered settled at the completion of any Step if all parties are satisfied or if neither party presents the matter to a higher authority within the prescribed period of time.

Copies of all written responses and decisions involving grievances will be made available to the other party in a timely manner.

12.5 **Procedure:** To be reviewable under the procedure a grievance must:

- A. Concern matters or incidents that have occurred or are scheduled to occur.
- B. Result from an act or omission by Management regarding aspects of this Agreement over which the County has control.
- C. Arise out of a specific situation, act or acts complained of as being unfair which result in inequity or damage to an employee.
- D. Specify the relief sought that is within the power of the County to grant.

12.6 **Step 1 – Discussion With Immediate Supervisor:** As soon as possible, but in no case later than ten (10) business days (not including employee vacations or holidays) after an employee has been reasonably aware of an alleged wrongful act, the employee shall first discuss his/her grievance on an informal basis with the immediate supervisor. The matter shall be discussed verbally and, if settled, no further action shall be taken.

Note: For purposes of this Article, all timelines may be extended upon mutual written agreement.

12.7 **Step 2 – Written Grievance to Immediate Supervisor:** If the grievance is not resolved in Step 1, the grievance shall be submitted in writing within ten (10) business days from the date of the discussion in Step 1. The Supervisor shall make an investigation of the relevant facts and circumstances of the complaint and provide a written response to the employee within ten (10) business days.

12.8 **Step 3 – Written Grievance to Department Head:** If the grievance is not settled at Step 2, then it may be submitted to the Sheriff within ten (10) business days of the written response of the immediate supervisor. The Sheriff shall hear the grievance within ten (10) business days of receipt and forward a written decision to the employees within ten (10) business days following said hearing.

- A. **Grievance Appealed to County Commissioners:** If the Guild is dissatisfied with the decision of the Sheriff, he/she may, within ten (10) business days of the date of the Sheriff's decision, request a review by the County Commissioners. Said appeal shall delineate the areas of agreement and disagreement with the response given at Step 3 and the reasons, therefore. The County Commissioners may hold a hearing and make such investigation as deemed necessary and shall forward a written decision to the employee within fifteen (15) business days, providing the reasons, therefore.

12.9 **Step 4 – Grievance Appealed to Arbitration:**

- A. A request for Arbitration shall be in writing and shall be submitted to the other party within ten (10) working days following the date of the reply made in Step 3A. Said appeal shall identify the previously filed grievance and set forth the issue(s) which the moving party seeks to have arbitrated.
- B. An arbitrator shall be selected by requesting a list of 9 arbitrators from PERC after which the parties will strike agree to strike alternatively strike names of arbitrators until only one remains. By mutual agreement, the parties may also agree to any particular person to serve as arbitrator.
- C. The Arbitrator shall be limited to determining whether the County has violated, erroneously interpreted, or failed to apply properly the terms and conditions of this Agreement. The Arbitrator shall have no power to destroy, change, delete from, add to, or alter the terms of this Agreement.
- D. The Arbitration Hearing shall be convened as soon as practical after the selection process is completed unless otherwise mutually agreed. PERC rules and procedure shall govern the hearing.
- E. The parties agree that the decision of the Arbitrator shall be final and binding and implemented within thirty (30) calendar days following the rendering of the decision.
- F. The cost of the Arbitration shall be borne equally by the parties, including the Arbitrator's fee and expenses and room rental.

12.10 **Mediation/Arbitration:** The parties may elect to convene a mediation/conciliating meeting with an arbitrator/mediator selected in the same format as selected for an arbitration. The mediator shall endeavor to bring the parties to an amicable, voluntary settlement. If such is achieved, the settlement shall be immediately reduced to writing and shall be binding on the grievant, the Guild and the County.

Should no mediated settlement be possible, the matter will proceed to arbitration. The arbitrator shall upon the same date of mediation, conduct a hearing to determine the relevant facts. Witnesses, exhibits and other evidence may be kept to a minimum if mutually agreed by the parties. .

The arbitrator shall, immediately upon conclusion of the hearing, make written decisions concerning the dispute resolution and provide a copy of the same to the grievant, the Guild and to the County.

The hearing officer shall have no power to make punitive recommendations but may recommend making the grievant whole.

He/she shall remain strictly within the four (4) corners of the Agreement in making the settlement recommendations and shall consider no matters not covered within.

Each side shall bear its own expenses in this process and shall share equally the costs of the hearing officer.

ARTICLE 13 – WAGES AND CLASSIFICATION

- 13.1 Employees shall be paid for all hours worked. The paydays will be the 20th of the current month and the 5th of the following month. The County will withhold the appropriate State payroll taxes, (Washington or Idaho) as designated by the employee.
- 13.2 Fifty dollars (\$50.00) per month will be paid to the person's pay scale assigned the duties of Training Officer for a specific training period. Training officers shall receive at least eight (8) hours' training from a State accredited school before being considered qualified as a Training Officer.
- 13.3 Effective January 1, 2024, wages shall be increased across the board by 4.5% (four and a half percent) applicable to all current employees.
- Pre-Trial Monitoring position shall receive 3% specialty pay.
- 13.4 Effective January 1, 2025, wages shall be increased across the board by 4% (four percent)
- Pre-Trial Monitoring position shall receive 3% specialty pay.
- 13.5 Effective January 1n 2026, wages shall be increased across the board by4% (four percent)
- Pre-Trial Monitoring position shall receive 3% specialty pay.
- 13.6 Pay stubs shall be simplified to accurately reflect total regular hours of work, overtime hours, withholding, vacation accruals, sick leave accruals and compensatory time earned and available.

ARTICLE 14 – UNIFORM PROVISIONS AND MILEAGE

- 14.1 The Sheriff will approve a style of uniform for uniformed employees and the County shall purchase same. Uniformed employees shall maintain their uniforms for neat appearance. Wash and wear uniforms shall be maintained by the employee. Those uniforms that require dry cleaning shall be dry cleaned at the Employer's expense, provided that the required cleaning is a result of normal use.

The Department will provide the following items as part of the uniform for Corrections Officers:

- 3 complete sets of Work Uniforms
- 1 complete jumpsuit (after the completion of probationary period)
- 1 complete Class "A" Uniform
- 1 pair of footwear
- 1 Duty belt/inner belt
- 2 pairs of handcuffs and cases(s)
- 1 charged OC canister and holster
- 1 rechargeable flashlight and holster
- 1 Radio Holster
- 1 Key keeper
- 1 Glove Holder
- 1 Ear bud and/or upper microphone at employee's choice
- 1 Taser and Holster per employee sufficient for employees on duty
(to remain at the Department)
- 1 Firearm holster

Support staff will be provided three complete uniforms.

- 14.2 Employees required to use their personal cars for County business shall receive an allowance for each mile of necessary travel on County business at the current IRS rate.
- 14.3 Uniforms, footwear and equipment shall be replaced as they become unserviceable due to normal wear and tear or job-related activity, and upon approval of the Sheriff or his/her designee.
- 14.4 Jail employees may receive stab-resistant vests or bulletproof vests upon written request. Due to the expense of the vest, employees who request the vests will be required to wear them on duty.
- 14.5 The Employer shall furnish other Employer-required specialized equipment to each employee of the Jail Department. Employees must have completed the training requirements for such equipment prior to the Employer supplying such equipment. The Employer will repair items of equipment rendered unserviceable in the conduct of duty.

ARTICLE 15 – HEALTH INSURANCE

- 15.1 The County will pay the full cost of the Dental and Vision insurance premium for each eligible employee for the term of the agreement.

- 15.2 Effective January 1, 2024, the County shall, for the term of this agreement, pay the full cost of employee only medical.

Effective January 1, 2025, the County shall pay fifteen percent (15%) of the cost of employee with spouse, children or full family after subtracting the cost of employee only. Employee will be responsible for the remaining eighty-five percent (85%). Current PEBB Plan only.

Effective January 1, 2026, the County shall pay twenty percent (20%) of the cost of employee with spouse, children or full family after subtracting the cost of employee only. Employee will be responsible for the remaining eighty percent (80%). Current PEBB Plan only.

- 15.3 The Employer shall pay the Life Insurance coverage to \$30,000.00 and pay the cost of the full premium for the term of the Agreement.

ARTICLE 16 – EDUCATION

- 16.1 The County may allow at least two (2) Bargaining Unit employees a year to attend regional satellite training programs sponsored by the Washington State Criminal Justice Training Bureau, or its equivalent. The Sheriff will select the officers and courses.
- 16.2 All Jail employees, as a condition of promotion from Third Class to Second Class, will achieve and maintain a First Responder or its equivalent. Any cost will be paid by the County.
- 16.3 The Sheriff or his/her representative shall establish and maintain a roster of Bargaining Unit Employees by seniority. When training programs are available, the Sheriff or his/her representative shall select the top name or names who require the training to attend. Should those selected render themselves ineligible for cause, the next most eligible requiring the training shall be placed in selection. The list shall be posted for all Sheriff's Office employees to view. Full-time employees shall take precedence over part-time employees for training.
- 16.4 All Corrections Officers shall, as a condition of part-time employment, meet the minimum training requirements of a full-time Corrections Officer as outlined in State Statutes.
- 16.5 **Tuition Reimbursement:** The County will reimburse employees for tuition costs of accredited courses that directly apply to the employee's job. The County and/or employee may recommend a course in which the employee may enroll. Reimbursement will depend on prior approval from the appropriate elected official or department head. Payment shall occur when the employee provides a transcript, certificate or some other document showing that they have successfully completed the course.

ARTICLE 17 – NO STRIKE, NO LOCKOUT

- 17.1 There shall be no strikes, interruption of, or interference with work by the Guild or its members, no lockout by the County during the period of this Agreement; provided, however, that the County shall have no obligation to provide work during a labor dispute if the number of employees reporting to work is insufficient, in the County's opinion, to permit continuation of its operations. This provision shall in no way abridge or restrict those rights reserved to the County by this Agreement. Should a strike, slowdown, picketing, boycott, or other interruption of work occur the County shall notify the Guild of the existence of such activity and request advice from the Guild as to whether the activity has been authorized. The Guild, immediately thereafter, shall respond to the County's request in writing. Upon receiving notice of a strike, slowdown, boycott, or other interruption of work that it has not authorized, the Guild will take all reasonable steps to terminate such activity and induce the employees concerned to return to work.

ARTICLE 18 – SAVINGS CLAUSE

- 18.1 It is agreed that none of the provisions included in the agreement, or its supplements, may be interpreted in any manner that would conflict with any State or Federal Statues. If any provision in this Agreement or its supplements shall be held invalid due to the Federal or State Statues, the remainder of this Agreement will not be affected.

Should one party determine that a feature of the Agreement must be severed because of legal ruling; legislative action or comparable action by an agency with appropriate authority, the party making this determination shall notify the other party. Should the party notified disagree as to the severance, then the Contract feature in question shall be temporarily suspended in operation; and the two parties shall seek an early, amicable resolution (declaratory judgment or another mutually agree method). Any grievances filed due to the suspension of those contract features may be placed on hold pending such mutual methods of resolution.

If any portion of this Agreement is excised or modified by and of the above-cited actions, the parties shall immediately enter into negotiations for replacement language.

ARTICLE 19 – LABOR MANAGEMENT COMMITTEE

- 19.1 **Labor Management Committee:** In the interests of greater communications and for the purpose of developing a more harmonious work environment, the parties agree to the creation of a joint Labor Management Committee, to consist of no more than three (3) members appointed by the Guild and no more than three (3) members appointed by the Commissioners. The Committee will meet frequently as agreed to by the parties, but at least quarterly.
- A. The Committee may not intervene in, add to or delete from the Collective Bargaining Agreement nor may it involve itself in any grievance that has been reduced to writing and/or has passed Step 1 of the grievance procedure.

- B. The Committee shall be a means of resolving potential conflicts and possible grievances, communicating short- and long-term projects and goals of both the County and the Guild and for the general sharing of information.

Minutes will be kept by both parties and the combined document shall be the official minutes of the Labor Management Committee.

Meetings will be scheduled during working hours with no loss of pay or benefits to any members of the Committee, at mutually agreeable times.

ARTICLE 20 – NEW EMPLOYEES

- 20.1 A new employee will be on probation until he/she has actually worked twelve (12) consecutive months in the classification. During the probationary period he/she:
 - A. Will not have seniority or other job rights.
 - B. May be laid off or separated from employment at the discretion of the County.
 - C. Will be evaluated by a Department Head during probation to help the employee gain job status.
 - D. May be granted an extension of the probationary period.
 - E. Will, upon completing his/her probationary period satisfactorily to the County, be entered on the seniority list as of his/her date of original hire.
 - F. Notice of regular appointment status shall be given in writing to the employee within ten (10) working days after completion of the twelve (12) months probationary period, that period being computed from date of hire.

ARTICLE 21 – TRANSFER

21.1 Transfer:

- A. In the event an employee is interested in a transfer, the employee shall submit a transfer request to the Employer. If the employee meets the qualifications for the position in question, and the Employer agrees to the transfer, the employee will be transferred. Employees who are approved for transfer will only be able to transfer

back into positions which they have previously held. For purposes of placement on the pay steps, years of service will be taken into consideration and used as a factor.

- B. Employees shall be entitled to apply for a transfer to any available openings in jobs within the bargaining unit. The ultimate responsibility for determining a transfer lies with the Employer, who shall exercise reasonable judgment in making such determination.
- C. Transfers shall be made on the basis of qualifications and seniority.

ARTICLE 22 – DISCIPLINE AND/OR TERMINATION

22.1 Discipline shall only be for just cause. The County agrees to use the principles of progressive discipline, except in the case of gross misconduct. The following are examples of gross misconduct which will result in severe sanctions or termination based on just cause (including but not limited to):

- A. Refusal to obey a direct order.
- B. Theft of County property or services.
- C. Falsification of documents (including application for employment).
- D. Willful and malicious destruction of County property; or
- E. Incarceration for commission of a felony.

Progressive discipline shall consist of the following steps:

- A. Letter of reprimand.
- B. Suspensions without pay/demotion/transfer or other like action.
- C. Termination.

Oral reprimands (reduced to writing) are considered counseling and not formal discipline. Such reprimands will not be maintained in any employee's personnel file but may be retained in supervisory files for later reference and yearly evaluations. Oral reprimands will be considered grounds for future progressive discipline for up to one year of the date of incident.

22.2 All steps in progressive discipline shall be conducted formally, in a private meeting with the employee having a right to representation.

22.3 The following shall also constitute reasons for disciplinary action and/or termination:

- A. Failure to report to work at the end of an approved leave of absence period or using a leave of absence for reasons other than those for which it was originally granted.
- B. Failure to report to work after cancellation of leave of absence.
- C. Three (3) days of unexcused absence from work.

If there is no recurrence of the event prompting discipline within two (2) years, later infractions of the same kind will cause disciplinary action to begin at the same or lower step.

22.4 Any employee subject to discipline shall receive the following due process:

- A. Notice of intent to interview: The Employer shall provide forty-eight (48) hours written notice to the employee and Association (Executive Board member) when proceeding to conduct any interview or questioning of an employee for formal discipline. Such notice shall include the nature of the investigation including sufficient facts to determine the alleged misconduct, the relative policy or rule violations, notice of right to representation, and the potential level of discipline under consideration.
- B. Interviews will be conducted professionally and, whenever possible, during regular working hours of the employee. Reasonable breaks shall be allowed.
- C. Interviews may be tape recorded by either party. Copies of tapes will be provided in a timely manner to either party upon request at no cost.
- D. Employees ordered to speak shall be provided written notice of “Garrity” including that statements made under these circumstances may not be used for any criminal proceeding. In a criminal investigation, the employee shall be informed that he or she is not required to answer questions and is not required to participate in the interview. If the employee chooses to either not answer or not participate in the interview in a criminal investigation the employee shall not be subject to discipline for exercising those privileges.
- E. In situations involving the use of deadly force, the employee shall have the right to consult with a Guild representative or attorney prior to giving any statement about the use of force. All interviews shall be limited in scope to activities, circumstances, events, conduct or acts which pertain to the incident which is the subject of the investigation. Nothing in this Section shall prohibit the Employer from questioning the employee about information which is developed during the course of the interview.

22.5 Pre-disciplinary/“Loudermill” meeting: Before any formal discipline is imposed, an employee and/or representative will have the opportunity to meet and present additional evidence, witness statements or mitigating circumstances to the management member imposing discipline. The Employer will provide sufficient discovery regarding the findings of the investigation, witness statements and evidence relied upon to this point within a reasonable period prior to the pre-disciplinary hearing. The Employer agrees not to make final judgment on the discipline imposed until after such meeting.

22.6 Imposition of Discipline: When an investigation results in discipline:

Any employee being disciplined will be given official written notice of discipline imposed including a summary of the facts, the policy violations or misconduct occurred, and an explanation of the discipline imposed. The Guild (Executive Board member) shall also be provided with the same notice.

The employee and Guild president or designee, upon request, shall be furnished with a copy of the reports of the investigation which shall contain all known material facts of the matter, witness statements, tape recordings, and any other materials relied upon at no cost. The employee shall also be furnished with the names of all witnesses and complainants who shall appear against him or her and/or whose statements shall be used against him or her.

The Employer agrees to provide notice of intent not to discipline or impose actual discipline within thirty (30) days of the preliminary investigation. The parties may agree to extend such timelines as mutually agreed.

ARTICLE 23 – GUILD REPRESENTATIVES

The Guild will notify the County annually of the names of Guild Executive Board members, or upon changes.

23.1 Duties of the Stewards and Officers:

- A. One Guild representative, as requested by aggrieved employee, may engage in the adjustment of grievances with County representatives on County time within the regularly scheduled work hours of the Representative or Officer.
- B. A Guild representative shall not leave his/her job in order to contact other employees regarding Guild business without prior permission from the immediate supervisor.
- C. A Guild representative has no authority to give orders regarding work assignments to any employee or to take strike action interrupting the County's business. The County shall have authority to impose disciplinary action in the event a Representative or Officer acts without authority in this regard.
- D. A Guild representative will be permitted to leave his/her job in order to investigate and adjust grievances as soon as a replacement can be obtained for him/her.

ARTICLE 24 – LEAVE OF ABSENCE

24.1 Leave of absence without pay may be granted to an employee for good and sufficient reasons. The employee shall not accumulate seniority during such absence and shall be reinstated in accordance with their prior seniority upon termination of the leave of absence.

- A. An employee shall be required to exhaust all appropriate paid leave prior to the beginning of the leave without pay.
- B. The leave of absence will not exceed twelve (12) months. An employee returning to work from a leave of absence must report for work within twenty-four (24) hours of the final date of the leave or be subject to termination.

24.2 Leave for maternity purposes shall be granted in accordance with State Statutes and FMLA.

24.3 Leave of absence for Guild work:

- A. With the written approval of the Department Head, Guild representatives may be given time off with pay to attend those conferences which assist the individual in his/her duties as an employee of the County of Asotin.
- B. Requests for time off or extension of this leave of absence may be made to the County upon written application from the employee.
- C. Such application must be made at least fourteen (14) days in advance of the date the extension is to become effective.

24.4 **Military Leave:** Any full-time employee who is absent from work and on active military reserve unit shall be granted a leave of absence with pay for a total period not to exceed twenty-one (21) days per year. It is the intent of this Section that it conforms with Section 38.40.060 of the Revised Code of Washington.

24.5 **Family Leave:** Up to twelve (12) weeks total of paid and unpaid leave may be granted during any twelve (12) month period for qualifying situations as outlined by State and/or Federal law and FMLA. Employees are required to exhaust any accrued vacation, sick leave and compensatory time before becoming eligible for any unpaid leave of absence.

When possible, except in case of unexpected events, requests for family leave should be submitted to an employee's immediate supervisor at least thirty (30) days prior to the date leave is expected to commence.

ARTICLE 25 – TEMPORARY REPLACEMENTS

25.1 For the purpose of replacing personnel on leave due to the provisions of Article 25-Leave of Absence of this Agreement, the County may hire a temporary employee to fill the place of an employee on leave of absence, only for the duration of that leave. Temporary employees will not be hired to replace or supplant a full-time bargaining unit position. The County may hire temporary or seasonal employees for up to six (6) months. If the County wishes to extend a temporary for good and sufficient reason, for more than six (6) months in any position in any twelve (12) month period, the County shall notify the Guild in writing, of the reason for the extension, the approximate length of the extension and why the position should not be placed in the bargaining unit.

Temporary replacements hired to replace personnel on leave due to the provisions of Article 25-Leave of Absence of this Agreement will be paid at the entry salary level of the employee that they are replacing.

ARTICLE 26 – JURY DUTY

26.1 An employee required to serve Jury Duty will be paid his/her regular rate of pay, up to eight (8) hours per day, and must turn over to the County any payments for Jury Duty paid to the employee by the court.

ARTICLE 27 – SAFETY AND HEALTH

- 27.1 The Guild and County shall establish Departmental Safety Committees which will review accident reports, safety procedures and policies. The Committee shall hold regular meetings and minutes of the meetings shall be provided by each party.

ARTICLE 28 – RETIREMENT/PERS

- 28.1 The employer participates in the Washington State PSERS and PERS systems (II, III), with the employee contribution paid through payroll deductions at the state calculated rate.

ARTICLE 29 – SUPPLEMENTAL AGREEMENT

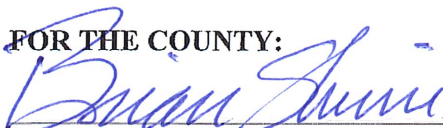
- 29.1 This Agreement may be amended, provided both parties concur. Supplemental Agreements may be completed through negotiations between the parties at any time during the life of the Agreement. Should either party desire to negotiate a matter of this kind, it shall notify the other party in writing of its desire to negotiate. Supplemental Agreements thus completed will be signed by the responsible Guild and County officials. Supplemental Agreements thus completed shall become a part of the Agreement and subject to all its provisions.

ARTICLE 30 – TERM OF AGREEMENT

This Agreement shall be effective as of ratification and signature, unless otherwise stated as retroactive, by both parties, and shall remain in full force and effect until December 31, 2026, or until a successor agreement is reached. Negotiations shall begin no later than sixty (60) days prior to December 31, 2026.

The parties further agree to the attached Memorandum of Understanding regarding 12-hour shifts (Appendix B).

FOR THE COUNTY:


Brian Shinn, Chairman
Board of Commissioners

7/15/24
Date

FOR THE GUILD:


Rachid Bensultana (Jul 3, 2024 09:59 GMT+1)
Rachid Bensultana
Guild Executive Board Member

07/03/24
Date

BY THE SHERIFF:


John Hilderbrand, County Sheriff

7/16/24
Date

APPENDIX A
STEP PAY PLAN
EFFECTIVE JANUARY 1ST, 2009

The integration and implementation of employees into this pay plan will be based on years of service with the County in the Corrections Division. Effective January 1st, 2009, progression through the steps shall be based on years of service on the employee's anniversary date and is subject to successful completion of a performance review equivalent to seventy-five (75 %) or greater to move to the next step.

If an employee has sufficient length of service to be eligible for an increase, the Sheriff shall complete a Personnel Action Form and submit it to payroll. If an increase is not recommended when an employee is eligible, the employee shall be advised of this decision in writing and specifically informed of the reasons for denying the increase. Should the employee believe this decision is unfair, the employee may pursue a grievance pursuant to Article 13 of this Agreement. The employee's progression to the next level of this Salary Step Plan will be subject to the outcome of the review process under Article 13 and in accordance with the following provisions:

A. This new Step Pay Plan, effective January 1st, 2009, consists of nine (9) steps for Corrections Officers, including the Court Bailiff¹, to be referenced as Entry Level and Steps A, B, C, D, E, F, G and H. Steps I and J shall be reserved for Sergeants and Civil Deputies. Implementation of the pay steps shall commence on the first day of the month following successful completion of the required period, on the employee's anniversary date, and/or upon successful completion of the performance review period. Eligibility for such steps will be subject to the completion and issuance of a written document establishing successful completion of the employee's first six (6) months of service, or successful completion of performance review periods for subsequent steps. Performance reviews shall be performed prior to the employee's anniversary date.

B. Entrance Pay Rate: Persons selected to fill vacant positions within this bargaining unit will be hired by the County at the "entry" pay step. The employee shall remain at that step for a minimum of six (6) consecutive months before becoming eligible to move to Step A upon successful completion of a performance review, confirmed in writing. Regular part-time employees must remain in the entry step until they have worked hours equal to six (6) consecutive months of service by a full-time employee; they may then move to Step A upon successful completion of a performance review, confirmed in writing.

¹ Because the Bailiff position is a sworn and state-certified corrections officer position, the Bailiff pay scale and longevity increases shall be the same as that for all other corrections officers.

C. Subsequent Pay Steps: In order to be eligible for subsequent steps from Step A to Step J, an employee shall serve the appropriate time within a step as indicated in the Step Plan, (or, if part-time, the number of hours equivalent to a full-time employee) in that classification before becoming eligible to move to the next step. Eligibility for movement shall be subject to successful job performance based on the issuance of a written performance appraisal of seventy-five% (75%) or greater--i.e., movement from Step C to Step D would require at least three (3) satisfactory annual performance evaluations.

D. The above provisions relate only to the horizontal progression through the pay plan (i.e., movement from Entry Step to Step A to Step B, etc.) and does not imply or mean vertical progression through the pay plan from classification to classification. There is no vertical progression through the step plan.

See Appendix A-Wage Schedule

JAIL GUILD
RATIFICATION THROUGH 12/31/2026
APPENDIX "A"
2024

EFFECTIVE - January 1, 2024

			4.50%	
		2023	2024	
CODE ENFORCEMENT & EVIDENCE SERGEANT				
Entry Level		\$19.95	\$20.85	
Step A, Completion of 6 months		\$20.45	\$21.37	
Step B, Completion of 12 months		\$20.91	\$21.85	
Step C, Completion of 18 months		\$21.40	\$22.36	
Step D, Completion of 24 months		\$21.83	\$22.81	
Step E, Completion of 30 months		\$22.31	\$23.31	
Step F, Completion of 42 months		\$22.81	\$23.84	
Step G, Completion of 72 months		\$23.39	\$24.44	
Step H, Completion of 120 months		\$24.11	\$25.19	
Step I, Completion of 180 months		\$24.83	\$25.95	

SERGEANT				
Entry Level		\$26.01	\$27.18	
Step J, Completion of 24 months		\$26.57	\$27.77	
Step K, Completion of 120 months		\$27.35	\$28.58	
Step L, Completion of 180 months		\$28.17	\$29.44	

JAIL GUILD
RATIFICATION THROUGH 12/31/2026
APPENDIX "A"
2024

EFFECTIVE - January 1, 2024

			4.50%	\$2.00
		2023	2024	ARPA Stipend
CORRECTION OFFICER				
Entry Level		\$19.95	\$20.85	\$22.85
Step A, Completion of 6 months		\$20.45	\$21.37	\$23.37
Step B, Completion of 12 months		\$20.91	\$21.85	\$23.85
Step C, Completion of 18 months		\$21.40	\$22.36	\$24.36
Step D, Completion of 24 months		\$21.83	\$22.81	\$24.81
Step E, Completion of 30 months		\$22.31	\$23.31	\$25.31
Step F, Completion of 42 months		\$22.81	\$23.84	\$25.84
Step G, Completion of 72 months		\$23.39	\$24.44	\$26.44
Step H, Completion of 120 months		\$24.11	\$25.19	\$27.19
Step I, Completion of 180 months		\$24.83	\$25.95	\$27.95
SERGEANT				
Entry Level		\$26.01	\$27.18	\$29.18
Step I, Completion of 24 months		\$26.57	\$27.77	\$29.77
Step J, Completion of 120 months		\$27.35	\$28.58	\$30.58
Step L, Completion of 180 months		\$28.17	\$29.44	\$31.44

JAIL GUILD
RATIFICATION THROUGH 12/31/2026
APPENDIX "A"
2025

EFFECTIVE - January 1, 2025

			4.00%	\$2.00
		2024	2025	ARPA Stipend
CORRECTION OFFICER				
Entry Level		\$20.85	\$21.68	\$23.68
Step A, Completion of 6 months		\$21.37	\$22.22	\$24.22
Step B, Completion of 12 months		\$21.85	\$22.72	\$24.72
Step C, Completion of 18 months		\$22.36	\$23.25	\$25.25
Step D, Completion of 24 months		\$22.81	\$23.72	\$25.72
Step E, Completion of 30 months		\$23.31	\$24.24	\$26.24
Step F, Completion of 42 months		\$23.84	\$24.79	\$26.79
Step G, Completion of 72 months		\$24.44	\$25.42	\$27.42
Step H, Completion of 120 months		\$25.19	\$26.20	\$28.20
Step I, Completion of 180 months		\$25.95	\$26.99	\$28.99
SERGEANT				
Entry Level		\$27.18	\$28.27	\$30.27
Step I, Completion of 24 months		\$27.77	\$28.88	\$30.88
Step J, Completion of 120 months		\$28.58	\$29.72	\$31.72
Step L, Completion of 180 months		\$29.44	\$30.62	\$32.62

JAIL GUILD
RATIFICATION THROUGH 12/31/2026
APPENDIX "A"
2026

EFFECTIVE - January 1, 2026

			4.00%	\$2.00
		2025	2026	ARPA Stipend
CORRECTION OFFICER				
Entry Level		\$21.68	\$22.55	\$24.55
Step A, Completion of 6 months		\$22.22	\$23.11	\$25.11
Step B, Completion of 12 months		\$22.72	\$23.63	\$25.63
Step C, Completion of 18 months		\$23.25	\$24.18	\$26.18
Step D, Completion of 24 months		\$23.72	\$24.67	\$26.67
Step E, Completion of 30 months		\$24.24	\$25.21	\$27.21
Step F, Completion of 42 months		\$24.79	\$25.78	\$27.78
Step G, Completion of 72 months		\$25.42	\$26.44	\$28.44
Step H, Completion of 120 months		\$26.20	\$27.25	\$29.25
Step I, Completion of 180 months		\$26.99	\$28.07	\$30.07
SERGEANT				
Entry Level		\$28.27	\$29.40	\$31.40
Step I, Completion of 24 months		\$28.88	\$30.04	\$32.04
Step J, Completion of 120 months		\$29.72	\$30.91	\$32.91
Step L, Completion of 180 months		\$30.62	\$31.84	\$33.84

JAIL GUILD
RATIFICATION THROUGH 12/31/2026
APPENDIX "A"
2024

EFFECTIVE - January 1, 2024

			4.50%	
		2023	2024	
ADMINISTRATIVE ASSISTANT				
Entry Level		\$19.37	\$20.24	
Step A, Completion of 6 months		\$19.77	\$20.66	
Step B, Completion of 12 months		\$20.16	\$21.07	
Step C, Completion of 18 months		\$20.56	\$21.49	
Step D, Completion of 24 months		\$20.97	\$21.91	
Step E, Completion of 30 months		\$21.39	\$22.35	
Step F, Completion of 42 months		\$21.83	\$22.81	
Step G, Completion of 72 months		\$22.26	\$23.26	
Step H, Completion of 120 months		\$22.70	\$23.72	
Step I, Completion of 180 months		\$23.15	\$24.19	

JAIL GUILD
RATIFICATION THROUGH 12/31/2026
APPENDIX "A"
2025

EFFECTIVE - January 1, 2025

			4.00%	
		2024	2025	
ADMINISTRATIVE ASSISTANT				
Entry Level		\$20.24	\$21.05	
Step A, Completion of 6 months		\$20.66	\$21.49	
Step B, Completion of 12 months		\$21.07	\$21.91	
Step C, Completion of 18 months		\$21.49	\$22.35	
Step D, Completion of 24 months		\$21.91	\$22.79	
Step E, Completion of 30 months		\$22.35	\$23.24	
Step F, Completion of 42 months		\$22.81	\$23.72	
Step G, Completion of 72 months		\$23.26	\$24.19	
Step H, Completion of 120 months		\$23.72	\$24.67	
Step I, Completion of 180 months		\$24.19	\$25.16	

JAIL GUILD
RATIFICATION THROUGH 12/31/2026
APPENDIX "A"
2026

EFFECTIVE - January 1, 2026

			4.00%	
		2025	2026	
ADMINISTRATIVE ASSISTANT				
Entry Level		\$21.05	\$21.89	
Step A, Completion of 6 months		\$21.49	\$22.35	
Step B, Completion of 12 months		\$21.91	\$22.79	
Step C, Completion of 18 months		\$22.35	\$23.24	
Step D, Completion of 24 months		\$22.79	\$23.70	
Step E, Completion of 30 months		\$23.24	\$24.17	
Step F, Completion of 42 months		\$23.72	\$24.67	
Step G, Completion of 72 months		\$24.19	\$25.16	
Step H, Completion of 120 months		\$24.67	\$25.66	
Step I, Completion of 180 months		\$25.16	\$26.17	

JAIL GUILD
RATIFICATION THROUGH 12/31/2026
APPENDIX "A"
2025

EFFECTIVE - January 1, 2025

			4.00%	
		2024	2025	
CODE ENFORCEMENT & EVIDENCE SERGEANT				
Entry Level		\$20.85	\$21.68	
Step A, Completion of 6 months		\$21.37	\$22.22	
Step B, Completion of 12 months		\$21.85	\$22.72	
Step C, Completion of 18 months		\$22.36	\$23.25	
Step D, Completion of 24 months		\$22.81	\$23.72	
Step E, Completion of 30 months		\$23.31	\$24.24	
Step F, Completion of 42 months		\$23.84	\$24.79	
Step G, Completion of 72 months		\$24.44	\$25.42	
Step H, Completion of 120 months		\$25.19	\$26.20	
Step I, Completion of 180 months		\$25.95	\$26.99	

SERGEANT				
Entry Level		\$26.55	\$27.61	
Step J, Completion of 24 months		\$27.35	\$28.44	
Step K, Completion of 120 months		\$28.58	\$29.72	
Step L, Completion of 180 months		\$29.44	\$30.62	

JAIL GUILD
RATIFICATION THROUGH 12/31/2026
APPENDIX "A"
2026

EFFECTIVE - January 1, 2026

			4.00%	
		2025	2026	
CODE ENFORCEMENT & EVIDENCE SERGEANT				
Entry Level		\$21.68	\$22.55	
Step A, Completion of 6 months		\$22.22	\$23.11	
Step B, Completion of 12 months		\$22.72	\$23.63	
Step C, Completion of 18 months		\$23.25	\$24.18	
Step D, Completion of 24 months		\$23.72	\$24.67	
Step E, Completion of 30 months		\$24.24	\$25.21	
Step F, Completion of 42 months		\$24.79	\$25.78	
Step G, Completion of 72 months		\$25.42	\$26.44	
Step H, Completion of 120 months		\$26.20	\$27.25	
Step I, Completion of 180 months		\$26.99	\$28.07	

SERGEANT				
Entry Level		\$27.61	\$28.71	
Step J, Completion of 24 months		\$28.44	\$29.58	
Step K, Completion of 120 months		\$29.72	\$30.91	
Step L, Completion of 180 months		\$30.62	\$31.84	

JAIL GUILD
RATIFICATION THROUGH 12/31/2026
APPENDIX "A"
2025

EFFECTIVE - August 1, 2025

			4.00%	
			2025	
CONTROL ROOM TECH				
Entry Level			\$19.51	
Step A, Completion of 6 months			\$19.90	
Step B, Completion of 12 months			\$20.30	
Step C, Completion of 18 months			\$20.71	
Step D, Completion of 24 months			\$21.12	
Step E, Completion of 30 months			\$21.54	
Step F, Completion of 42 months			\$21.97	
Step G, Completion of 72 months			\$22.41	
Step H, Completion of 120 months			\$22.86	
Step I, Completion of 180 months			\$23.32	

New Position Created 07/14/2025

JAIL GUILD
RATIFICATION THROUGH 12/31/2026
APPENDIX "A"
2026

EFFECTIVE - January 1, 2026

			4.00%	
		2025	2026	
CONTROL ROOM TECH				
Entry Level		\$19.51	\$20.29	
Step A, Completion of 6 months		\$19.90	\$20.70	
Step B, Completion of 12 months		\$20.30	\$21.11	
Step C, Completion of 18 months		\$20.71	\$21.54	
Step D, Completion of 24 months		\$21.12	\$21.96	
Step E, Completion of 30 months		\$21.54	\$22.40	
Step F, Completion of 42 months		\$21.97	\$22.85	
Step G, Completion of 72 months		\$22.41	\$23.31	
Step H, Completion of 120 months		\$22.86	\$23.77	
Step I, Completion of 180 months		\$23.32	\$24.25	

APPENDIX B

Memorandum of Understanding

Asotin County & Asotin County Corrections Officers Guild.

The parties---Asotin County, the Asotin County Sheriff's Office, and the Asotin County Corrections Officers Guild---enter into the following agreement for twelve-hour regular shifts and a four-month rotation schedule under the following conditions:

1) This agreement is entered into for a trial period to commence January 1st, 2009. This trial schedule shall continue through December 31st, 2010, and is subject to termination with 30 days advance notice by either party after December 31st, 2010. Should either party give 30-day notice of intent to end this schedule, both parties agree to meet and confer over alternatives to ending this schedule. Should both parties agree to continue this schedule upon the ending of the term, the parties will sign a continuation agreement, or the agreement will extend on a monthly basis.

2) For the purposes of this agreement, Corrections officers will be scheduled to work a regular 12-hour shift for reoccurring starting and quitting times. Such schedule is based on a four-day work week. This schedule is considered to comply with state and federal laws and standards under the "7(k)" exemption. Overtime for officers working a 12-hour shift shall be calculated in accordance with the requirements of the FLSA and the "7(k)" exemption set out therein for a 28-day work period.

3) During each 12-hour shift, employees will receive a 15-minute rest break per every four hours. Should operations not permit a timely break, an employee may consolidate their breaks, upon agreement with the supervisor. Employees will also receive a 45-minute paid lunch period. The employee may be required to remain at the facility.

4) Employees will normally be provided with at least seven (7) days notice of schedule changes altering from their regular shift schedule. Should employees receive less than five (5) days notice, employees will receive the applicable overtime rate, as found in Article 9, Overtime, for all hours worked outside their normally scheduled shift rotation.

5) Employees will be allowed, except in extraordinary circumstances, a minimum of eight (8) hours off-duty between shifts, which may be waived upon mutual agreement.

6) Employees will be scheduled for four (4) days consecutive work shifts and allowed consecutive days off for their regularly scheduled shift rotations, except during rotation changes as necessitated by the change in rotations.

7) Holidays: Employees not scheduled to work a holiday will receive compensation as found under Article 10 of the collective bargaining agreement. Employees scheduled to work a

holiday will receive double time and one-half (2 ½) times pay for all hours worked during the complete shift, so long as the shift initiates on the actual holiday day (12am to 12am). Employees required to work overtime beyond their shift for hours on the holiday shall also receive the double time and one-half (2 ½) time pay. Employees scheduled to work the holiday and elect to take time off will receive compensation as found under Article 10.

8) Shift rotations will be a duration of four (4) months. Employees may not work the same rotation more than twice consecutively, unless required by management for operational needs. Employees assigned to relief shift shall not be obligated to hold the relief shift rotation more than once per year and not consecutively, unless mutually agreed.

9) Shift bidding: Shift bidding will be by seniority based on years of service. Management reserves the right to reasonably assign shifts for operational or training needs. Bidding shall occur 90 days prior to rotations with posting of final awarded bids and assignments 60 days prior to the next rotation.

10) Should this agreement be ruled to be invalid, or this agreement be terminated by either party before its terms, the parties will revert to Article X, Hours of Work, as found in the collective bargaining agreement and the "7k" exemption be discontinued.

11) All benefits accruals shall remain based on eight hours, as provided by the current contract, to include holidays, vacations, sick leave and other accrued benefits. However, employees working 12-hour shifts will have to utilize twelve (12) hours of leave should they take time off work such as vacation, sick leave, etc. The exception to this rule is employees not scheduled to work a holiday, these employees shall only receive eight hours as holiday pay.

This agreement is executed upon signatures of the parties and is intended to cover the listed terms of the twelve-hour schedule. Should additional issues or conflicts occur, the parties agree to meet and confer to reach potential resolution within 30 days of notice by either party. This agreement may be modified and amended by mutual agreement. Should this agreement fail to address a particular issue of conflict not covered by this agreement, the Collective Bargaining Agreement or past practice will apply.


Sheriff/County Representative

7-16-24
date


Rachid Bensoltana (Jul 3, 2024 09:59 GMT+1)
Guild Executive Board Member

07/03/24

date

AMENDEMDMENT TO MEMORANDUM OF AGREEMENT
BETWEEN
ASOTIN COUNTY COMMISSION
AND
ASOTIN COUNTY SHERIFF'S DEPARTMENT
AND
ASOTIN COUNTY CORRECTIONS OFFICERS GUILD

On July 25th, 2022, The Asotin County Commission signed a Memorandum of Agreement agreeing to a stipend of \$2.00 an hour, for Corrections Officers who report to work at the Asotin County Jail as certified Corrections Officers, starting August 1, 2022, and through the remainder of the existing contract with such increases/stipend expiring on, December 31, 2023. During negotiations for the 2024-2026 contract the Memorandum of Agreement was extended through June 31, 2024.

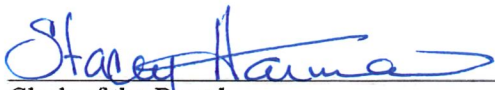
The Asotin County Commission agrees to continuance of the additional \$2.00 an hour stipend, for Corrections Officers who report to work at the Asotin County Jail as certified Corrections Officers for the duration of the 2024 – 2026 contract. The stipend will automatically expire with the contract on December 31, 2026. Specifically, the stipend amount of \$2.00 per hour will no longer be applied and will cease.

This agreement is for the purpose of retaining employees under the American Rescue Plan Act (ARPA).

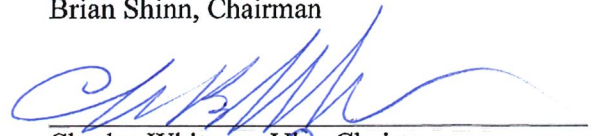
Dated: July 29, 2024

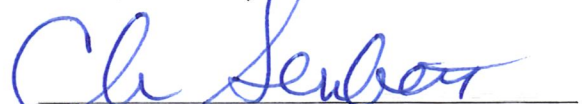
BOARD OF COUNTY COMMISSIONERS
ASOTIN COUNTY, WASHINGTON

Attest:


Clerk of the Board


Brian Shinn, Chairman


Charles Whitman, Vice-Chairman


Chris Seubert, Member

FOR THE SHERIFF


John Hilderbrand, Sheriff 7/29/24 Date

FOR THE GUILD


rbensultana 18/07/2024
rbensultana (Jul 18, 2024 02:29 PDT) Date
Rachid Bensultana, Guild President

MEMORANDUM OF AGREEMENT
BETWEEN
ASOTIN COUNTY COMMISSION
AND
ASOTIN COUNTY SHERIFF'S DEPARTMENT
AND
ASOTIN COUNTY CORRECTIONS OFFICERS GUILD

The Commission agrees to a tiered hiring stipend for two Corrections Officers hired in 2024, David Primaky and Dylan Craig, who did not qualify for the original hiring stipend and the next 5 new employees hired before November 30, 2025, to work in the Jail. New hires can receive a total of \$5000 in incentives. First receiving \$1500 after passing pre-employment investigation, background checks, testing and being hired. They will receive another \$1500 on the completion of Academy. The final payment of \$2000 is on the completion of the probationary period. These payments will be processed with regularly scheduled payroll.

This agreement is for the purpose of retaining employees under the American Rescue Plan Act (ARPA).

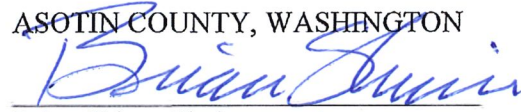
Dated:

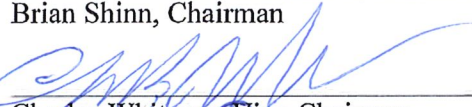
BOARD OF COUNTY COMMISSIONERS

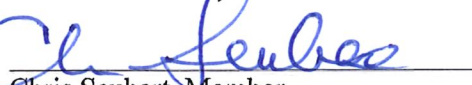
ASOTIN COUNTY, WASHINGTON

Attest:


Clerk of the Board

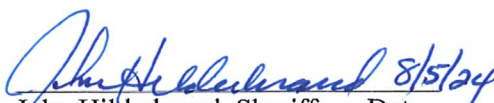

Brian Shinn, Chairman


Charles Whitman, Vice-Chairman


Chris Seubert, Member

FOR THE SHERIFF

FOR THE GUILD


John Hilderbrand, Sheriff Date 8/5/24


Rachid Bensultana (Jul 26, 2024 16:03 PDT) 07/26/24
Rachid Bensultana, Jail Guild President Date

Memorandum of Understanding

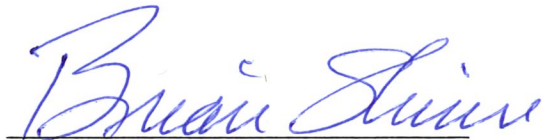
Asotin County Corrections Officer's Guild-Shift Rotations

Whereas, Asotin County and the Asotin County Corrections Officer's Guild, herein "Guild," seek to establish this Memorandum of Understanding, herein "MOU," regarding change in shift rotation subsequent to the execution of the Collective Bargaining Agreement, herein "CBA."

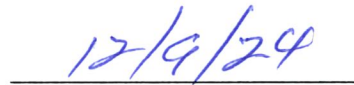
Whereas, the County and the Guild are parties to a collective bargaining agreement and this MOU is an addendum of that agreement and subject to the grievance resolution process of the CBA. In the event of a conflict between the terms of the CBA and the terms of this MOU, this MOU will control. This agreement is intended to be temporary and operative only until a new CBA is agreed to. In the event a new CBA is not agreed to as contemplated by the terms of the present CBA this MOU will continue in force until such time as a new CBA is agreed to by the parties.

Therefore, the parties agree as follows:

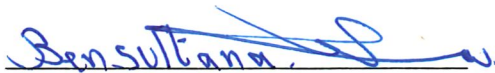
1. Article 6 Section 13, "Shift rotations will have a duration of four (4) months" will be modified to "Shift rotations will have a duration of three (3) months."



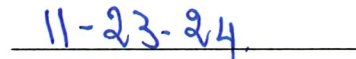
Asotin County



Date



Asotin County Corrections Officer's Guild



Date

- 6.11 A **part-time** employee is an employee performing work covered under this Agreement. A regular part-time employee works as needed a minimum of twenty (20) hours and up to forty (40) hours per week, normally to fill in for a full-time employee on annual leave, sick leave or emergency leave. Part-time employees shall be hired according to the established Civil Service Guidelines.
- 6.12 A **probationary** employee is an employee hired to fill a regular position of employment, who has completed less than the initial twelve (12) month period of continuous employment. During the probationary period the employee shall be on a trial basis, during which period he/she may be separated from employment for any reason without recourse to the grievance or arbitration process.
- 6.13 Shift rotations will have a duration of four (4) months. Employees may not work the same rotation more than twice consecutively, unless required by management for operational needs or upon mutual agreement. Employees assigned to the relief shift shall not be obligated to hold the relief shift rotation more than once per year and not consecutively, unless mutually agreed.
- 6.14 Shift bidding shall be by seniority. Management reserves the right to reasonably assign shifts for operational and training needs. Bidding shall occur 90 days prior to rotations with posting of final awarded bids and assignments.

ARTICLE 7 – SENIORITY AND LAYOFF

- 7.1 Seniority shall be defined as total length of service with the Corrections Division of the Sheriff's Office.
- 7.2 For the purpose of computing seniority, all authorized leave shall be considered as time worked. Employees who are laid off as a result of a reduction in positions, and who are subsequently reinstated, within one (1) year shall retain their full seniority except for such period of layoff.
- 7.3 In the event of a layoff for any reason, employees shall be laid off in the reverse order of their seniority in the Corrections Division of the Sheriff's Office. No layoffs or reduction to a lower classification shall be executed so long as there are temporary employees serving within the affected classification.

When an individual has transferred from an area or division of service within the department to another, and due to that transfer, has become a less senior member of the new division and therefore is laid off, that individual shall have the right within ten (10) days by written declaration submitted to the Sheriff, to request transfer to his/her old division and bump the least senior member of the division, provided that the bumping employee has more seniority in the department and has the necessary qualifications, computed as of time of bumping than the bumped employee, determined as of the time of proposed bumping.