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AGREEMENT BETWEEN
BOARD OF COUNTY COMMISSIONERS
SHERIFF OF PEND OREILLE COUNTY

And

TEAMSTERS UNION, LOCAL 690

JANUARY 1, 2015 DECEMBER 31, 2017

This agreement is entered into by the Board of County Commissioners and the Sheriff of Pend Oreille County, hereinafter referred to as the Employer, and Teamsters Union, Local 690 hereinafter referred to as the Union, for the purpose of promoting harmonious relations between the Employer and the Union, establishing equitable and peaceful procedures for the resolution of differences, and the establishing of rates of pay, hours of work and other conditions of employment.

ARTICLE 1 - RECOGNITION

1.1 The Employer recognizes the Union as the sole and exclusive bargaining representative for all full-time and regular part-time employees of the Pend Oreille County Sheriff's Department whose classifications are listed in Appendix A, excluding the Sheriff, Undersheriff, Inspector, Confidential employees, Supervisors, and all other employees of Pend Oreille County.

ARTICLE 2 - PURPOSE

2.1 The purpose of this Agreement is to ensure true collective bargaining in respect to wages, hours and working conditions, to promote and ensure harmonious relations, cooperation, and understanding between the Employer and its said employees to encourage economy of operation, elimination of waste, cleanliness of plant, protection of County property, and safety of employees; and to that end, the Employer pledges itself to give its employees considerate and courteous treatment and the employees in turn pledge themselves to render the Employer loyal and efficient service, and the parties each agree to treat the other with proper courtesy and respect.

ARTICLE 3 - UNION SECURITY

3.1 Any present or future employee who is not a Union member and who does not make application for membership, shall as a condition of employment pay to the Union each month a service charge as a contribution toward the administration of this Agreement in an amount equal to the regular monthly dues. Employees who fail to comply with this requirement

shall be discharged by the Employer within thirty (30) days after receipt of written notice to the Employer from the Union. Seasonal or temporary employees of not more than ninety (90) days are not included in this provision.

3.2 There shall be no Employer responsibility for the continued employment or reemployment of probationary or temporary employees. Temporary employees are those who perform work during a work load peak which is cyclic in nature, has an end in sight and normally lasts for less than six (6) months.

3.3 The Employer agrees to deduct any Union membership dues, once each month, from the pay of those employees who individually authorize in writing that such deductions be made. The amount to be deducted shall be certified to the Employer by the Secretary-Treasurer of the Union, and the aggregate deductions of all employees shall be remitted, together with an itemized statement to the Spokane office of the Union after such deductions have been made.

3.4 The Union hereby indemnifies the Employer and holds it harmless against any and all suits, claims, demands, and liabilities that shall arise out of or by reason of any action that shall be taken by the Employer for the purpose of complying with the provisions of paragraph 3.3 or in reliance on any list or certificate which shall have been furnished to the Employer under provisions of paragraph 3.3.

ARTICLE 4 - MANAGEMENT RIGHTS

4.1 The Union recognizes that the Employer retains the exclusive right to operate and manage the Department, to direct, control and schedule its operations and work force and to make any and all decisions affecting the Department, whether or not specifically mentioned herein and whether or not heretofore exercised. Such prerogatives shall include, but not limited to, the sole and exclusive right to: hire, terminate, promote, layoff, assign, classify, evaluate, transfer, suspend, demote, discharge and discipline employees; select and determine the number of its employees, including the number assigned to any particular work; increase or decrease that number; direct and schedule the work force; determine the location and type of operation; determine and schedule when overtime shall be worked (schedule and require overtime work); install or move equipment; determine the methods, procedures, materials and operations to be utilized or discontinued, and their performance by employees of the Employer; transfer, relocate or discontinue such operations, by transfer or otherwise, in whole or in part at any time; establish, increase or decrease the number of work shifts and their starting and ending time; determine the work duties of employees; promulgate, modify, post and enforce policies, procedures, rules and regulations governing the conduct and acts of employees during working hours; require duties other than those normally assigned to be performed; select supervisory and managerial employees; train employees, discontinue, reorganize or combine any department or branch of operations with any consequent reduction or other change in the working force; introduce new and improved methods of operation or facilities, regardless of whether or not such may cause a reduction in the working force; establish, change, combine or abolish job classifications and determine job content and qualifications; determine reasonable compensation, work performance levels and standards of performance of the employee; and in all respects carry out, in addition, the ordinary and customary functions of management, all without hindrance or interference by the Union except as specifically altered or modified by the express terms of this Agreement.

The foregoing statement of the rights of management and of Employer functions are not all inclusive but indicate the type of matters or rights which belong to and are inherent in management, and shall not be construed in any way to exclude other Employer functions not specifically enumerated. Any of the rights, power or authority the Employer had when there was no Agreement are retained by the Employer and may be exercised without notice and consultation with the Union except those specifically abridged or modified by this Agreement and any supplementary agreement that may hereinafter be made.

Where RCW 41.14 (Civil Service for Sheriff's Office) and/or Pend Oreille County Civil Service Rules are in conflict with this Agreement, these jurisdictions shall prevail.

ARTICLE 5 - NO STRIKE - NO LOCKOUT

5.1 During the term of this Agreement, it is mutually agreed that there shall be no strikes, lockouts or other slowdown or cessation of work by either on any labor differences pending the utilization of the grievance machinery in Article 8 provided that the employees covered by this Agreement shall not be expected to pass through a lawful primary picket line.

ARTICLE 6 - UNION/MANAGEMENT RELATIONS

6.1 All collective bargaining with respect to wages, hours and general working conditions shall be conducted by authorized representatives of the Union and authorized representatives of the Employers.

6.2 Agreements reached between the parties to this Agreement shall become effective only when signed by the designated representatives of the Union and the Employers.

ARTICLE 7 - WARNING - SUSPENSION - DISCHARGE

7.1 Disciplinary action or measures shall include only the following and shall be appropriate for the offense:

- Oral reprimand
- Written reprimand
- Suspension (Notice to be given in writing)
- Demotion
- Discharge

7.2 For matters involving disciplinary actions, the grievance procedure shall be as hereinafter set out in Article 8.

7.3 The Employer may discipline employees for just cause.

7.4 Oral Reprimands will not be used as the basis of disciplinary action unless reduced to writing and a copy given to the employee.

7.5 If the Employer has reason to discipline an employee, it shall be done in a professional manner, based on the circumstance.

7.6 Oral reprimands, including those reduced to writing shall not be grievable.

7.7 All employees shall be permitted to review his or her personnel file during normal business hours. Employees shall schedule an appointment with a representative of the County who can provide the employee with the personnel file. Employees shall be provided one copy of all documents placed in his or her personnel file at the time the document is placed in the file. No citizen complaint shall be placed in an employee's personnel file unless the complaint has resulted in disciplinary action.

7.8 An employee may, at his or her request, have placed in the employee's personnel file a statement containing the employee's rebuttal to any information in the file. This provision does not apply to the records of an employee relating to investigation of a possible criminal offense, or the internal investigation of a possible departmental policy or procedure violation prior to the completion of the internal investigation. The Employer shall keep the contents of personnel files confidential, subject to the requirements of state and federal law and any applicable provision of this Agreement.

7.9 The Employer recognizes the intent to maintain confidentiality of employee's personal information such as home address, home telephone number, and identity of family members. Therefore, the Employer agrees to take reasonable, lawful steps to assure confidentiality of these matters.

ARTICLE 8 – GRIEVANCE PROCEDURE

DEFINITIONS:

Grievance – any dispute involving the interpretation, application or alleged violation of any provision of this Agreement.

Grievant – an individual, group of individuals, or the Union bringing forth a grievance.

8.1 Whenever an employee, group of employees and/or the Union, believe(s) that a condition exists warranting a grievance, the employee(s) and/or the Union shall proceed according to the steps below, in a sequential order, beginning with step 1:

Step 1: Within ten (10) calendar days (excluding holidays) from its' occurrence or the date on which the employee first became aware of it, the employee shall discuss his or her grievance with the immediate supervisor, with a Union Steward present if he or she so desires. The complaint shall be discussed verbally; with a record of the date such discussion took place.

Step 2: If not resolved at Step 1, the grievance shall be reduced to writing and presented to his or her immediate supervisor within five (5) working days of completing Step 1.

Step 3: The Undersheriff shall, within five (5) working days, submit to the grievant, a written answer to the grievance that was presented in Step 2. If the grievant is not the Union, the Union will also receive a copy of the answer presented to the grievant.

Grievances must be presented within the time frames as provided for above; otherwise

the Union, the Employer and the employee agree that the grievance is forever waived.

Step 4: If the grievance is not settled at Step 3 above, the written grievance and the Undersheriff's written answer shall be submitted to the Sheriff within five (5) working days. The Sheriff shall submit his written answer to the grievant within five (5) working days. If the grievant is not the Union, the Union will also receive a copy of the answer presented to the grievant.

Step 5: MEDIATION - If the grievance is not settled in Step 4 above, the Union or the County may request a Public Relations Commission (PERC) Mediator to assist in the matter. The mediator shall meet with the parties to facilitate a resolution to the grievance, but shall not have the authority to impose a binding decision. Mediation may be bypassed by mutual agreement of the County and the Union and proceed directly to arbitration.

ARBITRATION: If a grievant, after completing the grievance procedure outlined herein, still believes that their grievance has not been dealt with justly, the grievant may request independent arbitration of the matter. Such a request shall be submitted within ten (10) working days upon completion of Step 4 above.

Any grievance involving a dispute with respect to the application, meaning or interpretation of this Agreement, may be submitted to arbitration in the following manner: The arbitration proceeding shall be conducted by an Arbitrator to be selected by the Employer and the Union within seven (7) days after notice has been given. If the parties fail to select an Arbitrator, the State of Washington Public Employment Relations Commission shall be requested by either or both parties to provide a panel of five (5) Arbitrators. Both the Employer and the Union shall be required to strike two (2) names from the panel. The remaining person shall be the Arbitrator.

8.2 It shall be the duty of the Arbitrator to review employee appeals only after all other grievance procedures have been exhausted, resulting from alleged adverse Employer action. During such review, both the appealing employee and the Sheriff or other person whose action is being reviewed have the right to be heard publicly, be represented by a person of his or her choice, and to present evidentiary facts. At the hearing, such appeals or grievances, technical rules of evidence shall not apply.

8.3 In conducting the hearing, the Arbitrator has the power to administer oaths, issue subpoenas, receive relevant evidence, compel the production of books and papers relevant to the hearing, and question witnesses. It shall be the duty of the Arbitrator, within thirty (30) days of the conclusion of the hearing to forward his or her recommendation concerning the appeal to the Sheriff for appropriate action.

8.4 The decision shall be final and binding upon the parties to the grievance provided the decision does not involve action by the Employer which is beyond its' jurisdiction nor shall the decision have the authority to amend, alter, or modify this Agreement and its' terms shall be limited to the interpretation and application of this Agreement.

8.5 Each party hereto will equally share the expenses of the Arbitrator. The finding of the Arbitrator shall be certified in writing to the Sheriff and shall be forthwith enforced.

8.6 Time limits may be changed by mutual agreement.

ARTICLE 9 - SENIORITY

9.1 Seniority shall be defined as follows:

a) Total length of service within a job classification which shall apply when bidding for vacations and work schedules; the original date of hire shall be used for wage increases;

b) Total length of unbroken service in a classification, within the Department which shall apply when layoff or promotion occur;

c) Total length of unbroken service with the County, which shall apply for accruing benefits, i.e., vacation and sick leave accrual etc.

9.2 The first one (1) year of employment beginning from the last date of hire shall be considered as a probationary period, and the Employer shall have termination rights within this period free of any recourse from the grievance and arbitration procedure as outlined in Article 8.

9.3 Upon completion of this one (1) year period, the employee shall be placed on the seniority list with the first day of this one (1) year period as his seniority date.

9.4 Higher classification work shall be offered to an employee if the employee is qualified to do the work of the higher classification.

9.5 Seniority shall not be affected by temporary layoff during slack period or by illness until after one (1) year's absence.

9.6 It is hereby agreed that in all cases of promotion, increase or decrease of forces, the following factors shall govern which employees are affected: qualifications and length of continuous service.

9.7 No layoff or reduction to a lower classification shall be executed so long as there are temporary employees serving within the affected classification. No new employees 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.

9.8 Furloughed employees shall be hired in the reverse order in which they were laid off. Seniority shall be broken for the following reasons:

First: If the employee quits;

Second: If the employee is discharged for just cause;

Third: If the employee fails to return to work within ten (10) working days after being notified to return to work and does not present a satisfactory excuse;

Fourth: Temporary layoff of over (1) year as defined in paragraph 9.5

Fifth: If the employee is unable to return to work within eighteen (18) months following an industrial accident.

ARTICLE 10 - WORKWEEK - WORKDAY

10.1 The normal workweek shall be four (4) consecutive ten (10) hour days or five (5) consecutive eight (8) hour days. Alternate shift schedules may also be implemented by mutual agreement between the Union and County. The work schedule may be altered to best meet the needs of the Department.

10.2 Employees will be allowed sufficient time for lunch, normally one-half (1/2) hour, but it is understood that they remain on duty status during such time. Additionally, employees shall be allowed two (2) fifteen (15) minute paid rest breaks per shift.

10.3 There will be no split shifts, unless the Local Union is notified first. This is for emergency purposes only, when granted.

10.4 Any employee detained from scheduled work shall notify the Employer within two (2) hours prior to when his scheduled work shift begins, except in cases of emergency and then as soon as possible.

10.5 Normal work schedules showing the employee's shifts, workdays and hours shall be posted one (1) week prior to shift changes except in emergencies. Copies of the shift changes shall be given to the Shop Steward.

10.6 Employees shall be permitted to voluntarily trade shifts, provided the Sheriff or his designee approves all exchanges. The Union and Sheriff agree that, should problems arise regarding approval of shift trades, the parties shall meet to discuss the issue(s) for resolution. It is further agreed the disputes regarding shift trades are not subject to Article 8 of this Agreement.

The recipient of the shift assumes full ownership as if it is his/her own shift. Hours involved in the exchange will not be subject to overtime pay without approval of the Sheriff or his designee.

ARTICLE 11 - DISCRIMINATION

11.1 The provisions of this Agreement shall be applied equally to all employees in the bargaining unit without discrimination as to age, sex, marital status, race, color, creed, national origin or political affiliation. The Union shall share equally with the Employer the responsibility for applying this provision of the Agreement.

11.2 All references to employees in this Agreement designate both sexes, and wherever the male gender is used it shall be construed to include male and female employees.

11.3 The Employer agrees not to interfere with the rights of employees to become members of the Union, and there shall be no discrimination, interference, restraint or coercion by the Employer representative against any employee because of Union membership or because of any employee activity in an official capacity on behalf of the Union, or for any other cause.

11.4 The Union recognizes its responsibility as bargaining agent and agrees to represent all employees in the bargaining unit without discrimination, interference, restraint or coercion.

ARTICLE 12 - UNION ACTIVITIES

12.1 The Employer agrees that during working hours, on the Employers premises, Union representative shall be allowed to:

- a) Post Union literature;
- b) Distribute Union literature;
- c) Solicit Union membership during other employee's non- working time;
- d) Transmit communications, authorized by the local Union or its officers, to the Employer or his representative;
- e) Consult with the Employer, his representative, local Union officers or other Union representative concerning the enforcement of any provision of this Agreement.

12.2 It is provided that no conferences and meetings between the employees and the Union representatives shall in any way stop, hamper or obstruct normal flow of work.

12.3 It is understood that contract negotiation meetings with employee representatives present shall be held other than regular working hours, unless changed by mutual agreement.

ARTICLE 13 - WAGES AND OVERTIME

13.1 Employees shall be compensated in accordance with the wage schedule attached to this Agreement and marked Appendix "A". The attached wage schedule shall be considered part of this Agreement.

13.2 The Board of County Commissioners or their authorized representatives agree to meet with the Union Negotiations Committee beginning no later than one hundred twenty (120) days prior to the expiration date of this Agreement, to negotiate wage and fringe benefit adjustments.

13.3 When, and if, from time to time, the Employer establishes a new job, changes the duties, content or rate of pay of a job, the Employer will establish the classification and/or rate of pay. After a trial period of thirty (30) to ninety (90) days, if the Union disagrees with the established rate of pay, the Job Evaluation Committee will be convened and this committee will set the rate of pay following the established evaluation system. The evaluation committee will be composed of three (3) members of management, and three (3) representatives of the Union. Classification, rates and job descriptions established by the committee will become a part of the Agreement between the Employer and the Union as of the date the Committee reports its decision. If the committee cannot agree upon a classification rate of pay, or job description, the Employer will establish an appropriate classification, job description, and/or rate of pay taking

into consideration the suggestions of both the Employer and Union members of the job evaluation committee. The classification, job description and/or rate of pay so established will be an Employer determination and be subject to the grievance procedure.

13.4 Employees required to appear before a court or other public body on their off-duty time on a matter related to their work and in which they are personally involved as a plaintiff or defendant, shall be compensated at the rate of one and one-half (1-1/2) their regular hourly rate with a minimum of three (3) hours overtime pay.

13.5 Any employee called to work outside his/her regular shift shall be paid a minimum of two (2) hours at time and one-half (1-1/2) or the rate of time and one-half (1-1/2) his/her regular rate for all hours worked, whichever is greater. (All call-out pay is to be authorized by the Sheriff or Undersheriff.)

13.6 Standby time, when authorized by the Sheriff, shall be paid to the employee in accordance with the Fair Labor Standards Act for each hour required to be on standby.

Definition: Standby - That period of time that an employee of this Department is required to standby at a given location for a specific time period ready to respond to duty in a sober and ready condition. Employees' activities will be severely restricted.

Employees who are required to comply with this section are actually on payroll for that period of time they are required to stand by. Their rate of pay for that time is one-third (1/3) their normal rate of pay.

13.7 All work performed by an employee beyond his/her regular scheduled forty (40) hour workweek shall be compensated in accordance with the Fair Labor Standards Act.

It is agreed by the parties that, by mutual agreement, the employee may be granted compensatory time off in lieu of overtime pay where such has been earned. Each employee may accrue up to one hundred eighty (180) hours of compensatory time.

Compensatory time is understood to be scheduled as mutually agreed between the employee and Employer, provided that such scheduling does not work to the detriment of the services performed by the Department.

13.8 The term, longevity, means uninterrupted, satisfactory service with Pend Oreille County Sheriff's Department.

13.9 If the anniversary date falls between the 1st and the 15th of the month, longevity will be paid in that month. If the anniversary date falls after the 15th of the month, longevity will be effective the 1st of the following month.

13.10 The Longevity Pay as scheduled below is in addition to the wages as stated in Appendix "A".

3 years	\$25.00 per month
5 years	\$60.00 per month
10 years	\$100.00 per month

15 years	\$150.00 per month
20 years	\$205.00 per month

It is mutually understood that longevity pay is a flat amount per month, and shall not be used in the calculation of any hourly or overtime rates of pay.

13.11 Pay periods are semimonthly. Employees are paid on the 10th and the 25th of the month. If a payday falls on a weekend or courthouse holiday, paychecks will be available on the last workday preceding the normal payday. Time worked from the 1st of the month through the 15th of the month will be paid on the 25th of the month. Time worked from the 16th of the month through the end of the month will be paid on the 10th of the following month.

13.12 New deputies who are sent to the Basic Law Enforcement Academy (BLEA) are hired with the expectation that they will remain employed with the Pend Oreille County Sheriff's Office for a minimum of twenty-four (24) months. In the event a new deputy voluntarily resigns prior to the expiration of twenty-four (24) months from their initial date of hire, he/she shall reimburse the County in an amount not to exceed Six Thousand dollars (\$6,000). Said employee shall repay the County the amount remaining on this agreement, in twelve equal monthly installments, paid consecutively, beginning with the first month following their termination of employment.

1. If the new deputy leaves with less than twelve (12) months of service they will be liable to pay the County 100% of the initial obligation (\$6,000);
2. If more than twelve (12) months of service, but less than eighteen (18) months, they must repay 75% of the initial obligation (\$4,500);
3. If more than eighteen (18) months of service, but less than twenty-four (24) months, they must repay 25% of the initial obligation (\$1,500).

The above schedule shall apply unless it is mutually agreed that repayment be made in a different manner. This agreement does not preclude the Sheriff from relieving the employee of any or all of the initial obligation if he/she determines it is in the best interest of the department.

13.13 RESIDENT DEPUTIES

1. Definition: Resident Deputy shall be defined as a deputy who is required to reside within a given district of Pend Oreille County as a condition of their employment.
2. Deputies hired prior to January 1, 2014 shall retain the option to reside anywhere within Pend Oreille County, and to change their residency to any other part of the county when and as often as they so choose.
3. Deputies hired after January 1, 2014 of this contract may be required, as a condition of their employment, to reside in a given district within Pend Oreille County to be assigned at the time of hire by the Sheriff.

4. When a deputy vacancy occurs in any district, a resident deputy may express in writing their interest to relocate to fill that vacancy. Current employees shall be given first consideration by seniority.
5. If no qualified resident deputy expresses an interest in the vacancy, a new hire deputy may be assigned to that position by the Sheriff.
6. This article pertains only to where a deputy may or may not establish their place of primary residence and does not alter any other work rule now in place.

ARTICLE 14 - UNIFORMS

14.1 All regular field deputies shall receive two (2) uniforms upon employment, defined as two (2) each long sleeve shirts, two (2) each short sleeve shirts, two (2) each pants and one (1) each tie, hat, winter jacket, two shoulder patches per uniform shirt and jacket, one (1) each breast badge, soft body armor and side arm with leather gear. Upon separation from the Department, such uniforms shall be returned to the Department, cleaned—The County shall replace individual items as required by wear, and such replaced items shall remain the property of the County. The County shall provide coveralls to Deputies performing Commercial Vehicle Enforcement duties. The County shall also provide each detective with a Response Vest through the quartermaster system.

14.02 The County shall provide each employee an annual stipend of two hundred dollars (\$200.00) during the first pay period following the signing of this Agreement; and thereafter, during the first pay period each year. Employees agree to use the funds to purchase job-related equipment, footwear and clothing, i.e. flashlights & batteries, boots/shoes, jumpsuits, earpieces, etc.

14.03 Each Detective shall receive two hundred dollars (\$200.00) annually to purchase clothing, plain-clothes equipment and footwear. This amount is in addition to section 14.02. Newly assigned detectives shall receive this amount in his/her first pay-period in the position.

ARTICLE 15 - AMMUNITION ALLOWANCE

15.1 Each commissioned officer shall receive a supply of ammunition as determined by the Sheriff. Such ammunition will only be used in the course of duty, including utilization on the range with the Department Rangemaster's approval and supervision. The Rangemaster will be selected by the Sheriff.

ARTICLE 16 - HOLIDAYS

16.1 The following days shall be recognized and observed as paid holidays: New Year's Day, Martin Luther King Jr.'s Birthday (3rd Monday in January), President's Day (nationally observed day), Memorial Day (nationally observed day), Fourth of July, Labor Day, Veteran's Day, Thanksgiving Day, Day after Thanksgiving, Christmas Day.

A. Members can be assigned to traditional Monday through Friday work schedules. The parties agree that any employee assigned to such a schedule shall follow the traditional past practice of observing the holidays in the following manner:

- 1) When the holiday occurs during a weekday, that day shall be recognized as the holiday.
- 2) When the holiday occurs on Saturday, Friday shall be observed.
- 3) When the holiday occurs on Sunday, Monday shall be observed.

16.2 If an employee's scheduled shift begins on the holiday, the entire shift shall be paid at the holiday rate.

16.3 Whenever an employee works on any of the above mentioned holidays, he/she shall receive eight (8) hours pay when working an eight (8) hour shift or ten (10) hours pay when working a ten (10) hour shift, plus one and one-half (1-1/2) time his/her hourly rate for hours worked.

16.3.1 If the employee is not required to work a scheduled holiday, he/she shall be paid for the number of shift hours he/she normally would have worked at the applicable rate of pay.

16.4 If a designated holiday falls on an employee's regular day off, he/she will receive eight (8) hours' pay in addition to his regular pay.

16.5 Employees will receive no holiday pay under the following circumstances:

- a) If the employee is scheduled to work on a holiday and fails to report;
- b) If the employee is absent on his last scheduled workday prior to or the first scheduled workday following the holiday and said absence is unexcused;
- c) If an employee is on leave of absence without pay.

16.6 Regular part-time employees working on a regular schedule of duration not less than one (1) year shall be entitled to that fractional part of the holiday pay that the total number of hours of employment bears to the total number of hours required for full-time employment.

ARTICLE 17 - VACATIONS

17.1 Regular employees shall be eligible for paid vacation after twelve (12) months' service with the Employer. Employees shall start to earn vacation allowance as of their date of hire.

17.2 Vacation allowance shall be earned annually based on the following schedule:

- a) Ten (10) hours per month for all employees having less than five (5) years of service. (120 hours)
- b) Twelve (12) hours per month for all employees having at least five (5) years of service but less than ten (10) years of service. (144 hours)

c) Fourteen (14) hours per month for all employees having at least ten years of service but less than fifteen (15) years of service. (168 hours)

d) Sixteen (16) hours per month for all employees having fifteen (15) or more years of service. (192 hours)

17.3 Vacations shall be granted at the time requested by the employee unless the nature of the work makes it necessary to limit the number of employees on vacation at the same time. The employee with the greater seniority shall be given his choice of vacation period in the event of any conflict over vacation periods.

17.4 Vacations may be accumulated to a total of twice the amount earned annually or to a maximum amount of thirty (30) working days credit whichever is the greater. Any vacation accumulated beyond this limit will be forfeited, unless the employee is asked to defer his/her vacation because of work schedules, in which case the vacation shall not be forfeited, nor may an employee be paid additional compensation for earned vacation time not taken except at the time of severance from County employment as hereinafter provided.

17.5 If a holiday occurs during the calendar week in which a vacation is taken by an employee, the employee's vacation period shall be extended eight (8) hours if the employee is assigned to an eight-hour shift, or ten (10) hours if the employee is assigned to a ten-hour shift.

17.6 Any employee who is laid off, discharged for just cause, retired or separated from service of the Employer prior to taking his/her vacation shall be compensated in cash for unused vacation and compensatory time he/she has accumulated at the time of separation; provided, however, that employees who have not completed their probationary period are not eligible for such compensation.

17.7 The rate of vacation pay and comp time shall be the employee's regular straight time rate of pay in effect for the employee's regular job on the day immediately preceding the employee's annual leave period.

17.8 Regular part-time employees working on a regular schedule of duration not less than one (1) year shall be entitled to that fractional part of the vacation leave that the total number of hours of employment bears to the total number of hours required for full-time employment.

17.9 Commencing December 1 of each year, vacation bids will be open for the following calendar year. Vacation bids will open with the senior employee in each classification. He/she and succeeding employees, by seniority, will be allotted a maximum of three (3) days each to complete his/her bidding.

Each employee shall be allowed to take at least three (3) weeks of accrued vacation time, two weeks of which may be taken consecutively. Vacation time can be taken at any time by mutual agreement depending on the service requirements of the Department. The first two weeks shall be granted according to seniority within the classification.

ARTICLE 18 - SICK LEAVE

18.1 Sick leave shall be earned at the rate of eight (8) hours for each month of employment and shall accrue without limit.

18.2 Any employee who is eligible for State Industrial Compensation for time off because of an on-the-job injury shall be paid sick leave in the amount of the difference between his/her regular pay and that paid by State Industrial after the first three (3) days off the job. Full amount of sick leave shall be paid the first three (3) days. Should an employee be later paid by the State Industrial for the first three (3) days of absence, the amount paid the employee by State Industrial for the three (3) days shall be credited to Pend Oreille County from money due the employee in the next payroll period and the three (3) days sick leave shall be credited back to the employee's sick leave bank. The prorated part of sick leave as determined by the ratio of regular sick leave and State Industrial shall be charged to the employee as time off the job.

18.3 Sick leave may be taken for the following reasons: Injury, illness or medical/dental/vision related appointments for the employee, spouse, dependents under eighteen (18) years of age, and household dependents who have held continuous, uninterrupted residency in the employee's household for a minimum of one (1) year. The total amount of sick leave which has been accumulated by the employee may be taken, if required.

18.4 Upon separation from employment due to retirement, one-third (1/3) of all unused sick leave shall be paid to the employee at his/her regular rate of pay. In case of the death of an employee, one-half (1/2) of all unused sick leave will be paid, at his/her regular rate of pay, to the employee's heir. The maximum allowed for payoff on death or retirement shall be fifty (50) days.

18.5 Time used for sick leave shall be deducted from the employee's sick leave bank, subject to the following conditions:

18.6 Holiday pay and sick leave pay shall not be pyramided. Sick leave shall be charged on an hourly basis.

18.7 If the employee is on sick leave three (3) consecutive days or over the Employer may require reasonable proof that such time off was taken for the purpose of sick leave to support the claim for compensation. The Sheriff must be notified as soon as possible in the event that sick leave in excess of five (5) days occurs or is anticipated.

18.8 The days off for which compensation is sought must fall within the employee's regularly scheduled work week and no compensation is payable if such days off fall on or during days of rest, holidays, vacation, leave of absence or layoff.

18.9 Pay for each compensable day shall be for the scheduled hours missed at the employee's regular, hourly base rate.

ARTICLE 19 - FUNERAL LEAVE

19.1 In the event of the death of a member of the immediate family, the full-time employee shall be entitled to such time off work without loss of pay, not to exceed three (3) days

to attend the funeral of a member of the immediate family. An additional two (2) days may be allowed, to be deducted from the employee's accrued sick leave. The immediate family shall consist of: Husband, wife, parent, brother, sister, grandparents, children or grandchildren; spouse's parents, brother, sister, grandparents, children, grandchildren, or a more distant relative if living as a member of the employee's immediate household. Additional time off may be allowed where long distance travel is necessary. Such additional time off is subject to the approval of the employee's supervisor.

For non-family-member deaths, up to three (3) days, deductible from sick leave may be allowed by the employee's supervisor, to attend funeral services. Additional time off without pay may be allowed by the employee's supervisor, or such additional time may be approved by the employee's supervisor and deducted from the employee's vacation accrual.

ARTICLE 20 - LEAVE OF ABSENCE WITHOUT PAY

20.1 Employees may be eligible for leaves of absence without pay after one (1) year of service with the Employer.

20.2 Any request for a leave of absence shall be submitted in writing by the employee to the Sheriff. The request shall state the reason the leave of absence is being requested and the approximate length of time off the employee desires. The period for the leave of absence may be up to six (6) months, with one six (6) months extension available with approval of the Supervisor and the County Commissioners.

Any request for a leave of absence shall be answered promptly and in writing.

ARTICLE 21 - MEDICAL PLAN

21.1 Health and Welfare Plans – The Employer agrees to purchase medical, dental and vision insurance for employees that are covered by this Agreement and who were compensated for eight (80) hours or more the previous month. The parties agree to accept these monies to be used to obtain the plans provided in this Article.

A. Effective 1-1-2015, the County shall pay nine hundred forty five dollars (\$945.00) towards the full premium for coverage of the following Washington Teamsters Welfare Trust (WTWT) plans, the provisions of which the undersigned parties agree to accept: Teamsters Medical Plan B (1,135.90), Teamsters Dental Plan A (\$130.50), and Vision Plan EXT (\$14.90) (2015 = \$1,281.30 TOTAL County/\$945.00 Employee/\$336.30)

- Effective January 1, 2016 the County agrees to pay an additional \$25.00 per month \$970.00 for the employee's health insurance. In addition, effective January 1, 2016 and for the life of the agreement, the county agrees to contribute twenty five \$25.00 dollars per month into an employee VEBA account.
- Effective January 1, 2017 the County agrees to pay an additional \$25.00 per month \$995.00 for the employee's health insurance.

- B. The employees agree that they shall be required to participate in the monthly premium amount of this provision, and such shared amount shall be authorized and withheld by payroll deduction. The County shall then make the total premium payment as provided by this Agreement.

21.2 Dental - Effective January 1, 2015 the Employer shall contribute toward the total cost of this benefit plan. The Employer shall pay this amount into WTWT Plan A. These monies are to be used to purchase WTWT Dental Plan A.

21.3 Vision - Effective January 1, 2015 The Employer shall contribute toward the total cost of this benefit plan. The Employer shall pay this amount into the "Teamster Vision Care Trust". These monies are to be used to purchase Vision Plan EXT.

21.4 The County shall provide life insurance in the amount of \$15,000 and Accidental Death and Dismemberment coverage in the face amount of \$25,000 for each member covered by this Agreement.

21.5 The County shall provide a Standard Insurance Short Term and Long Term Disability Plan for each member covered by this agreement.

ARTICLE 22 - JURY DUTY

22.1 Employees shall be granted a leave of absence with pay any time they are required to report for jury duty or jury service.

22.2 Employees shall be paid the difference between any jury duty compensation they receive and their regular wages for each day of jury service.

The provisions of this article shall not apply to any employee who, on a voluntary basis, elects to perform jury duty service.

ARTICLE 23 - WORK RULES

23.1 All existing work rules shall be reduced to writing within sixty (60) days of signing this Agreement and posted prominently in an area easily accessible to all employees. A copy will be provided to the Union.

23.2 New work rules and revisions in existing work rules shall be posted on the bulletin board for a period of ten (10) consecutive days before becoming effective, except in emergency situations.

23.3 Should the Union question the appropriateness of any work rule, either present or future, it shall voice its objection to the work rule and request the Employer make adjustments accordingly.

23.4 Any unresolved complaint as to the appropriateness of any new or existing work rule, or any complaint involving discrimination in the application of new or existing rules shall be resolved through the grievance procedure.

23.5 Employees shall comply with all existing reasonable rules that are not in conflict with the term of this Agreement, provided the rules are uniformly applied and uniformly enforced.

ARTICLE 24 - SAFETY, HEALTH, AND GENERAL PROVISIONS

24.1 The County shall provide body armor for all officers.

ARTICLE 25 - SAVINGS CLAUSE

25.1 Should any article, section, or portion thereof, of this Agreement be held unlawful and unenforceable by any court of competent jurisdiction, such decision of the court shall apply only to the specific article, section or portions thereof directly specified in the decision. Upon the issuance of such a decision, the parties agree immediately to negotiate a substitute for the invalidated article, section or portion thereof.

ARTICLE 26 - LABOR-MANAGEMENT MEETINGS

26.1 It is agreed that the parties to this Working Agreement will confer at least quarterly relative to matters of mutual concern. More frequent meetings may be held by mutual agreement of the parties to the Working Agreement.

26.2 Each of the parties will designate two (2) representatives to participate in such meetings; however, additional representatives may attend at the request of either committee. No more than five (5) persons shall represent either side, unless mutually agreed otherwise.

26.3 Meetings shall be conducted outside regular business hours, provided that meetings may be conducted during regular business hours by mutual agreement between the parties.

26.4 All participants have the right to utilize the services of consultants in labor-management meetings called under the provisions of this Article.

ARTICLE 27 - DURATION

27.1 This is a three (3) year Agreement, effective January 1, 2015 through December 31, 2017. Negotiations shall begin not later than one hundred twenty (120) days prior to the anniversary date. This Agreement shall remain in full force and be effective during the period of negotiations and until notice of termination of this Agreement is provided to the other party in the manner set forth in the following paragraph.

In the event that either party desires to terminate this Agreement, written notice must be given to the other party not less than one hundred fifty (150) days prior to the desired termination date which shall not be before the anniversary date set forth in the preceding paragraph.

IN WITNESS WHEREOF, the parties hereto have set their hands this 2nd day of March, 2015.

COMMISSIONERS



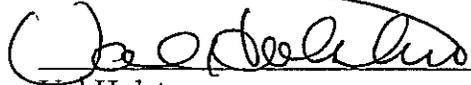




SHERIFF



TEAMSTERS UNION, LOCAL 690



Val Holstrom
Secretary-Treasurer



Joseph Kuhn
Business Agent

APPENDIX "A"

CLASSIFICATIONS AND WAGES

EFFECTIVE JANUARY 1, 2015 **1.5% increase**

Step:	1	2	3	4	5
Deputy:	4015.92	4183.97	4349.86	4517.92	4699.96
Detective:	4886.32	5082.38	5287.05	---	---
Sergeant:	5497.11	5716.87	5945.24	---	---

1-01-2016: All wages will be increased by 1.5%.

1-01-2017: All wages will be increased by 1.5%

The Union agrees that the new pay scale compensates Sergeants for off-duty calls up to 30 minutes per day. The County agrees that calls requiring more than 30 minutes per day shall be deemed a call out, to be paid for a minimum of two hours at one and one-half (1-1/2) times their hourly rate of pay.

SHIFT DIFFERENTIAL

Swing-Shift (If shift begins anytime between the hours of 1200-2000): 5% added to hourly rate, and all hours contiguous to a qualifying shift.

Graveyard (If shift begins anytime between the hours of 2000-0300): 10% added to hourly rate, and all hours contiguous to a qualifying shift.

SCHOOLING REQUIREMENTS:

New employees must complete a Basic Law Enforcement School or equivalency as certified by the State of Washington. New employees entering Step one (I) must complete their schooling within fifteen (15) months from date of hire.

In order to ascend to the next higher step an employee must spend twelve (12) months in each step.

For step increases, if an employee's date of hire is from the first through the fifteenth day of the month, said step increase shall be effective on the first day of the month. If an employee's date of

For step increases, if an employee's date of hire is from the first through the fifteenth day of the month, said step increase shall be effective on the first day of the month. If an employee's date of hire is from the sixteenth through the last day of the month, said step increase shall be effective the first day of the subsequent month.

OTHER REQUIREMENTS:

- Years of service shall mean years of full-time service.
- A year of service for regular part-time employees shall require two thousand eighty (2080) hours.
- Year of service relates to one classification only.
- Specialty areas are part of current duties.

All full time personnel who are required by the administration to train others in an identified mandatory department training program shall be eligible to receive a five (5) percent premium based on their base hourly rate of pay for any workday in which scheduled training occurs subject to: if training is less than four (4) hours in duration the trainer shall receive four (4) hours premium pay; if more than four (4) hours in duration, the trainer shall receive eight (8) hours pay.

This includes approved classroom training and does not include training to orient employees to new or different tasks/duties.

K-9 DOG HANDLERS PREMIUM COMPENSATION: The dog handler will be paid ten (10) percent above their regular rate of pay as compensation for the personal time required to provide for the dog's care.

IN WITNESS WHEREOF, the parties hereto have set their hands this 2nd day of March, 2015.

COMMISSIONERS

Lynda Kiss

Mike Weaver

Karen King

SHERIFF

Ala Ruffa

TEAMSTERS UNION, LOCAL 690

Val Holstrom

By: Val Holstrom
Secretary-Treasurer

Joseph Kuhn

Joseph Kuhn
Business Agent

APPENDIX "B"

SEXUAL HARASSMENT

(To be incorporated into County Personnel Policies)

It is illegal and against the Employer's policy for any worker, male or female, to harass another worker by making unwelcome sexual advances or favors or other verbal or physical conduct as a basis for or as a factor in any employment decision affecting the individual; or otherwise creating an intimidating, hostile or offensive environment by such conduct.

The creation of an intimidating, hostile, or offensive working environment may include such actions as persistent comments on a worker's sexual preferences or the display of obscene or sexually oriented photographs or drawings. However, conduct or actions that arise out of a personal or social relationship and that are not intended to have a discriminatory employment effect may not be viewed as harassment. The County will determine whether such conduct constitutes sexual harassment, based on a review of the facts and circumstances of each situation.

The County will not condone any sexual harassment of its employees. All workers, including supervisory employees, will be subject to severe discipline up to and including discharge, for any act of sexual harassment they commit.

Employees who feel victimized by sexual harassment should report the harassment to their supervisor immediately. If the worker's immediate supervisor is the source of the alleged harassment, the employee should report the problem to the supervisor's superior.

Supervisors and managers who receive a sexual harassment complaint should carefully investigate the matter, questioning all employees who may have knowledge of either the incident in question or similar problems. Both the complaint and the investigative steps and findings should be documented as thoroughly as possible.

Employees who are dissatisfied with the investigating manager's resolution of a sexual harassment complaint may file a complaint with the Board of County Commissioners. No employee will be subject to any form of retaliation or discipline for pursuing a bona fide sexual harassment complaint.

DRUG AND ALCOHOL POLICY

An employee whose conduct indicates that he/she is not in a physical or mental condition that would permit the employee to perform in a job safely or efficiently will be subject to submitting to a urine, blood or breathalyzer test to determine the presence of alcohol or drugs in the body.

a) A supervisor must have reasonable suspicion to believe that the employee is under the influence of or affected by alcohol or drugs. Reasonable suspicion includes, but is not limited to, abnormal coordination, appearance, behavior, speech or odor, unusual work performance or attendance problems.

b) If two management employees are on the premises, the reasonable suspicion for testing must be confirmed by another member of management wherever practicable. If only one is on the premises, the supervisor must make a good faith effort to confirm his/her reasons for testing with another member of management by telephone prior to testing.

c) An accident for which there is no reasonable explanation will establish sufficient reason for testing the employee(s) involved. Employees who are the innocent party(s) of an accident will not be subject to testing unless the County has reasonable suspicion the employee has violated this Policy.

Failure to submit to a test will be sufficient reason for termination. Employees who feel that they have a legitimate grievance must still submit to the test and then file a grievance in accordance with the collective bargaining agreement.

The County shall select reputable facilities for drug or alcohol testing and such testing shall be performed at County expense. The facility for such testing shall meet accepted standards of the industry, and must employ technologists and technicians possessing credentials commensurate with accepted norms for the industry. The Union will be provided with the name and address of the testing facility and such testing facility shall meet accepted standards of the industry, and must employ technologists and technicians possessing credentials commensurate with accepted norms for the industry. The Union will be provided with the testing facilities' names, addresses and credentials if requested.

Employee representatives and/or the employee will have the opportunity to review the testing procedure.

All samples which test positive will be confirmed using a gas chromatography/mass spectrometry test or an equally reliable test if same becomes reasonably available.

The employee, at his/her expense, will have the opportunity to have a reputable testing facility test the same sample submitted to the original test facility. Accepted chain of custody procedures must be followed in such testing and the test facility must meet accepted standards of the industry, and such facility must employ technologists and technicians possessing credentials commensurate with accepted norms for the industry. The County will be provided with the testing facilities' names, addresses and credentials if requested. An employee may request the independent test by notifying the County in writing within twenty-four hours after the day the employee is informed of the test results. The test results will be kept confidential and will be available only to designated Employer representatives, designated Union representatives, or designated legal representatives.

None of the testing procedures are intended to be in violation of the law, and, if found to be invalid by a court of competent jurisdiction, they shall be eliminated or amended to comply with current Washington State Court decisions, and the remaining language of this policy shall remain in full force and effect.

When the County has reasonable suspicion to believe that an employee is violating any aspect of this policy, he/she may be required by the County to submit at any time, including

breaks and lunch periods, to a search of his/her person and/or to make his/her locker, lunch box, purse, briefcase, pockets, personal belongings, desk, vehicles, or any other receptacle he or she uses or has access to available for inspection. Entry on County or assigned work areas constitutes consent to searches and inspections. Refusal to consent to a search or inspection when requested by the County constitutes insubordination and a violation of County policy, and is therefore subject to immediate disciplinary action, which may be termination.

New hires and rehires may be required to take urine or other drug or alcohol tests and to agree in writing to allow the result of such tests to be furnished to and used by the County. Persons who refuse to agree in writing, or who fail such tests shall not be employed.

Other actions, such as notification to and involvement of law enforcement agencies, may be taken in regard to any employee suspected of violating this policy, at the County's discretion as it deems appropriate.

Employees must, as a condition of employment, abide by the terms of this drug and alcohol policy and report any conviction under a criminal drug statute for violations occurring on or off County premises while conducting County business. A report of a conviction must be made within five (5) days after the conviction. Failure to report a conviction within the five (5) day period may result in disciplinary action, including immediate termination.

COMMUNICABLE DISEASES POLICY

The County recognizes that many employees with life-threatening diseases desire to lead normal lives, which includes working as long as their health permits. Employees are encouraged to continue working as long as they are able to perform their full and complete duties and their illness presents no threat to themselves, other employees, or customers.

Employees with life-threatening illnesses are entitled to the same employment benefits as are other County employees who have medical problems. The County will try to ensure that workers with life-threatening illnesses are provided with competent medical care and counseling where needed.

The County will attempt to supply pertinent medical information to supervisors and other employees when a co-worker has a life-threatening illness. Supervisors and other employees should be aware that continued employment for a worker who has a life-threatening illness may have a therapeutic value and contribute to the individual's remission or recovery process.

Managers and supervisors should remember that all medical records of employees are confidential.

The County reserves the right to require an employee to undergo a medical examination by a doctor chosen by the County whenever there is a question of an employee's fitness to work or where there is reason to fear that a worker's condition might pose safety or health hazards for other employees or customers.

The County will make reasonable job accommodations where necessary to assist employees with a life-threatening illness.

Appendix (C)

Sick Leave Sharing – Sheriff's Office

Leave Sharing: The purpose of the program is to permit employees within the Sheriff's Office to donate a portion of their sick leave to a fellow employee who is unable to work due to suffering from an illness or injury, or the illness or injury of an immediate family member, and is out of sick leave, vacation leave, floating holiday, and compensatory time, and will imminently go on leave without pay. It is understood and agreed as follows:

(1) General

- a. An employee may receive the leave sharing benefit from another employee conversely; an employee may donate to another employee.
- b. All sick leave donated under the Leave Sharing Program shall be by day. A day shall be considered 8 hours. No differentiation will be made between the salary level of the donor or recipient.
- c. There shall be no retroactive applications of donated leave.
- d. No employee shall be coerced, threatened, intimidated, or financially induced into donating leave.
- e. All donations to the leave sharing program shall be confidential and final.

(2) Eligibility To Receive Leave

- a. An employee may receive donated leave if the employee, or an immediate family member, suffers from a severe or extraordinary illness which has caused, or is likely to cause, the employee to go on leave without pay.
- b. A request to receive the leave sharing benefit shall be submitted to the Human Resources Office on the "Sick Leave Share Request" form along with a note from the employee's physician indicating that he/she is seriously ill, or is having surgery,
and an estimated time he/she will be unavailable for work.
- c. Should an employee's employment records indicate a consistent lack of more than five (5) days accumulated sick leave or a persistent pattern of using one or more sick leave days per month (without evidence of a chronic illness), the employee will not be able to receive shared sick leave.
- d. All requests to receive leave will be reviewed by a Review Team made up of three (3) County staff. The Review Team will be appointed by the Board of County Commissioners. The Review Team may deny leave sharing if there is a question of abuse of the program.
- e. An employee receiving a leave sharing benefit must have exhausted his or her sick leave, vacation leave, floating holiday and compensatory time.
- f. An employee receiving a leave sharing benefit must have abided by the County's policies regarding sick leave, Section 4.

- g. Initial grants of shared leave shall be for a period of sixty (60) working days or less, unless there is clear and compelling information from a physician to the effect that the disability will last longer than sixty (60) working days. The ability of the employee to physically return to work must be determined by a qualified physician. No shared leave will be allowed for employees found to be physically unable to return to work on a permanent basis, either as full or part-time employee. Should an employee require more shared leave, the employee may petition for additional shared leave, but in no event more than a total of one-hundred twenty (120) days of such leave during the course of his or her employment.
- h. The employee's position must be one in which sick leave can be accrued and used.
- i. The employee must be eligible to use sick leave pursuant to Personnel Policy Employee Benefits, Section 4 - Sick Leave or by union contract.
- j. The employee must not be receiving Labor and Industries payments as a result of an on-the-job injury.

(3) Leave Transference Process

- a. Employees wishing to donate sick leave shall send the Shared Sick Leave Donation form to the Human Resources Office for processing.
- b. Employees wishing to receive sick leave shall send the Shared Sick Leave Request form to the Human Resources Office for processing.

(4) Donating Leave

- a. All donations shall be in full days. A full day is to consist of eight (8) hours. An employee may donate a maximum of ten (10) days of sick leave in a calendar year.
- b. Donations of sick leave may not bring the donors sick leave balance below thirteen (13) days (104 hours).
- c. All donations shall be strictly voluntary. The donor shall designate the recipient.

The donor does not have the right to retract or take back donated leave.

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