

**2019 –2021**

**COLLECTIVE BARGAINING AGREEMENT**

**January 1, 2019 through December 31, 2021**

**By and Between**

**MASON COUNTY**

**AND**



**MASON COUNTY SHERIFF'S OFFICE EMPLOYEES GUILD**

**DEPUTY SHERIFFS**

**Collective Bargaining Agreement**

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## TABLE OF CONTENTS

---

PREAMBLE PAGE.....	3
ARTICLE I RECOGNITION .....	3
ARTICLE II LABOR MANAGEMENT COMMITTEE.....	4
ARTICLE III DISCRIMINATION .....	5
ARTICLE IV RIGHTS OF MANAGEMENT.....	5
ARTICLE V WAGES AND ALLOWANCES.....	6
ARTICLE VI VACATIONS .....	13
ARTICLE VII HOLIDAYS.....	14
ARTICLE VIII SICK LEAVE, PREMIUM DAYS, AND FAMILY LEAVE .....	14
ARTICLE IX SENIORITY AND CURTAILMENT .....	16
ARTICLE X HIRING, DISCIPLINE, AND SEPARATION FROM EMPLOYMENT .....	17
ARTICLE XI GRIEVANCES.....	20
ARTICLE XII SAFETY COMMITTEE AND USE OF FORCE PROCEDURES .....	22
ARTICLE XIII DURATION AND TERMINATION.....	23
SIGNATURES PAGE.....	24
APPENDIX A – WAGE SCALE.....	25
APPENDIX B – ADDITIONAL PAY WAGE SCALE.....	26
APPENDIX C – Police Officer Bill of Rights.....	27

## **PREAMBLE**

This agreement entered into by the County of Mason, hereinafter referred to as the "Employer," and the Mason County Sheriff's Office Employees Guild, hereinafter referred to as the "Guild," has as its purpose the promotion of harmonious relations between the Employer and the Guild, and the establishment of an equitable and peaceful procedure for the resolution of differences, in the public interest.

## **ARTICLE I RECOGNITION**

**Section 1.** The Employer recognizes the Guild as the sole and exclusive bargaining agent for the purpose of negotiations concerning salaries, hours, and other conditions of employment for all regular full-time and regular part-time uniformed employees of the Mason County Sheriff's Office, including Sergeants, and excluding supervisors, confidential employees, and all other employees pursuant to the certification issued by the Public Employment Relations Commission in case number 20700-E-06-3189.

**Section 2.** Membership: No employee in the bargaining unit shall be required to become a member of the Guild as a condition of employment. It is recognized that the Guild is required both under law and under this Agreement to represent all of the employees in the bargaining unit fairly and equally without regard to whether or not the employee is a member of the Guild.

**Section 3.** Guild Dues and Fees: The Employer shall make deductions for Guild dues and/or service fees in the amount certified by the Guild Secretary from the wages of each employee in the bargaining unit who executes a properly written authorization and such deductions shall be remitted each month to the Guild. New employees other than provisional or emergency appointees shall be given thirty (30) days in which to authorize dues deductions. Guild representatives shall be given time with each new employee to discuss Guild membership, consistent with State Law.

**Section 4.** The Guild agrees to supply the Employer with a statement of deduction to be withheld each month. The Employer shall make deductions for the current month's dues and/or service fees only and shall not be responsible for the collection of any dues or service fees that may be in arrears. Deductions shall be promptly transmitted to the Guild by check payable to its order or EFT. Upon issuance and transmission of the check to the Guild, the Employer's responsibility shall cease with respect to the deduction covered thereby.

**Section 5.** An employee may cancel their payroll deduction of dues and/or service fees by written notice to the Employer and/or the Guild, either of whom will notify the other. The cancellation will become effective on the second payroll after receipt of the notice.

**Section 6.** The Guild agrees to indemnify, defend and hold harmless the County from any

and all claims and actions that arise as a result of actions taken by the County in administering this Article of the Agreement. The Guild shall refund to the Employer any amounts paid in error on account of the check-off provision upon presentation of proper evidence thereof. If a dispute arises, the mechanism for resolution provided under RCW 41.56 will be followed.

## **ARTICLE II    LABOR MANAGEMENT COMMITTEE**

**Section 1.**    The Guild Executive Board and the Sheriff or designee may meet and work together on bargaining issues. The Committee may bring in anyone they wish to assist them.

**Section 2.**    The Employer shall permit the Guild use of office copiers, typewriters and other office machines. The Employer agrees to permit the Guild to use the employer's inter-office mail system, email system and to open an account on the postage meter for official Guild business. The Guild agrees to reimburse the Employer, on a monthly basis, for any cost to the County as a result of the Guild's use of office machines, postage, etc. excluding fixed costs such as the cost of acquisition.

**Section 3.**    The Department will allow the Guild to place a bulletin board of mutually agreed upon size within each facility that is used by its membership. The Guild agrees to maintain the board in good order. The Department also allows the Guild to place a filing cabinet of mutually agreed size in a location within the Department's main operating facility.

The Guild will be responsible for the cabinet and all contents. The Guild will maintain security of the cabinet and acknowledges the Department has no responsibility to the security of the materials inside of the cabinet.

**Section 4.**    The parties have the right to communicate with each other and provide notice on matters of concern using e-mail, written correspondence, and telephonic communications. Notice is deemed served if communicated to a member of Administration or the Human Resources Director for the Employer or the Executive Board for the Guild, who agree to ensure that their own constituents are notified and copied appropriately. The parties agree to respond within a reasonable timeframe.

**Section 5.**    Guild Investigation: Guild representatives, with prior approval of the Sheriff, or his designee, shall be allowed reasonable release time, without a reduction in wages, to investigate grievances, attend grievance hearings, serve on negotiating committees (up to four (4) members), counsel Guild members at investigation interviews and serve on joint labor/management meetings that are called by the parties. The County and Guild will work collaboratively in scheduling bargaining sessions such that a bargaining team member(s) may be released for negotiations, so long as it does not materially impair the County's ability to provide police service in the County or create overtime, and subject to the need for immediate

return to duty if necessary.

### **ARTICLE III DISCRIMINATION**

The Employer agrees not to discriminate against any member for his/her Guild activity. It is the policy, intent, and purpose of both the Employer and the Guild that there shall be no unlawful discrimination among employees as to color, race, religion, sex, age, national origin, physical disability, marital status, sexual orientation and/or sensory disability.

### **ARTICLE IV RIGHTS OF MANAGEMENT**

Subject to the terms of this Agreement, it is understood and agreed that the County possesses the sole right to operate the Department, whether heretofore or hereinafter exercised, and regardless of the frequency or infrequency of their exercise. It is expressly recognized that such rights include, but are not limited to, the following:

- A. To determine the Department's mission, policies, and set forth all standards of service offered the public.
- B. To plan, direct, control and determine the operations or services to be conducted by the employees.
- C. To utilize personnel, methods, and means in the most appropriate and efficient manner possible.
- D. To manage and direct the employees of the Sheriff's Department.
- E. To hire, promote, transfer, train, evaluate performance and retain employees in positions of the Sheriff's Department.
- F. To establish work rules and rules of conduct.
- G. To determine the size and composition of the work force and to lay off employees in the event of lack of work or funds.
- H. Determine the methods, maintenance, equipment, number and kinds of personnel, the job, work or position content required to accomplish governmental operations and maintain the efficiency of those operations.
- I. Determine and change the number, locations, and types of operations, processes and materials to be used in carrying out all County functions.

- J. Control departmental budgets and financial policies, including accounting procedures.
- K. Make whatever actions are necessary in emergencies in order to ensure the proper function of the Department.

**ARTICLE V WAGES AND ALLOWANCES**

**Section 1. Wages**

Salaries for all uniformed employees of the Mason County Sheriff’s Office from January 1, 2019 through December 31, 2021 shall be established as listed in the wage scale as set forth in Appendix A and adjusted as follows:

INCREASE	
1/1/19	1.50%
1/1/20	1.75%
1/1/21	2.00%

The salary of the Corporal will be of the difference between the top step of the Deputy scale and the top step of the Sergeant’s salary.

If a Corporal has successfully completed their probationary year as a Corporal and is promoted to Sergeant, they will start as a step 2 Sergeant. If the Corporal is promoted to Sergeant and has not completed their probationary year, they will start as a step 1 Sergeant. Promotion to Sergeant is not dependent on holding a Corporal position.

**Section 2. Overtime**

Overtime shall be defined as all hours worked outside of an employee’s regularly scheduled shift. Overtime hours shall be compensated at the rate of one-and one-half (1-1/2) times the employee’s regular rate of pay. The regular rate of pay shall be defined by the Fair Labor Standards Act.

**Section 3. Hours of Work**

- A. The normal work week: shall consist of five (5) eight (8) hour days with two (2) consecutive days off, or four (4) eleven (11) hour days with four (4) consecutive days off.

By mutual agreement between the Sheriff and the Guild, employees may be assigned to alternative schedules. If an alternative schedule is to be implemented, the parties agree to negotiate the particulars of how the plan will work prior to implementation.

- B. The designated workweek: shall be individualized to the work schedule of the employee. The designated workday for application under this agreement shall commence at 0600 hours. Management shall have the discretion to alter the start time. Shift changes may occur over a two-week period centered on the first day of

the agreed upon shift rotation. The first week of shift change may be on the last week of the preceding month. If an employee works more than five (5), eight (8) hour days or four (4), eleven (11) hour days during shift change, she/he shall be compensated at the appropriate rate. The workweek will be the first workday following the employee's bid regular days off.

- C. Daylight Savings Time: The adjustment of clocks in the fall and spring by one (1) hour ("daylight savings time") will result in some employees having to work one more or one less hour, respectively. As a result of this issue, the following shall apply:
- a. Fall Time Adjustment: Turning back the clocks one (1) hour in the Fall will result in some employees working an additional one (1) hour. Those employees impacted by the additional hour of work, will be compensated one (1) hour of overtime at time-and-one-half the employee's regular rate of pay.
  - b. Spring Time Adjustment: Moving the clocks forward one (1) hour in the spring will result in some employees working one (1) hour less than their regularly assigned shift. Those employees impacted by working one (1) hour less may choose, with Sergeant Approval, to account for the lost hour by doing one of the following:
    - i. Use one (1) hour of accrued compensatory or vacation time;
    - ii. Pre-arrange to report to work one (1) hour earlier than their normal shift on the impacted day; or
    - iii. Work one (1) additional hour beyond their normal shift on the impacted day.
- D. Point of Debarkation: When an employee is required to attend training away for his/her normal worksite, the point of debarkation shall generally be the employee's assigned precinct. In instances where the employee's residence is closer to the training site, and common sense dictates that it would be out of the way to travel to the assigned precinct then double back to the training site, the point of debarkation shall be considered the employee's residence. Modification of an employee's point of debarkation may be made, on a case-by-case basis, by mutual agreement between the employee and the Sheriff. However, if an employee is called to work in an emergency situation, such travel time shall be considered time worked.

**Section 4.** It is agreed by both parties that the right to strike for better wages and working conditions is not granted to uniformed employees of Mason County Sheriff's Office (RCW 41.56.490).

**Section 5.** Any Deputy who is covered by this agreement who is assigned the responsibilities and duties of a position or rank above that which s/he normally holds, when no supervisor is assigned to the shift, shall be paid an officer-in-charge (OIC) differential in the amount of \$3.00 per hour while working in that capacity.

**Section 6.** Any Sergeant who is covered by this agreement who is assigned the responsibilities and duties of an administrative position or rank above that which s/he normally holds, when no Administrator is assigned to the shift, shall be paid an officer-in-charge (OIC) differential in the amount of \$3.00 per hour while working in that capacity.

**Section 7.** Instructional Pay: Any employee who is assigned to train Firearms, EVOC, Marine Services Taser or UDT shall receive an additional one dollar and fifty cents (\$1.50) per hour while conducting training. An employee may only receive one premium at a time. In the event an employee is eligible for more than one premium, the employee shall be paid the highest applicable premium.

**Section 8.** Assignment Pay: Any employee who is covered by this agreement who is assigned to the Detective Division, as an FTO Officer, a Canine Officer, Collision Reconstructionist, SWAT, SORT, PIO or to SRO shall receive 3% (three percent) per month above their base rate. An employee may only receive one premium pay at a time. In the event an employee is eligible for more than one premium, the employee shall be paid the highest applicable premium. SRO may have a mutually agreed upon flex schedule to accommodate the unique needs of the positions.

**Section 9.** Meal Periods: Due to the on-call status necessary, each employee shall be provided with a paid one-half (1/2) hour for a meal at approximately midway during each of the first and second halves of the work day and scheduled so that service to the public will not be impaired.

**Section 10.** Comp Time: In lieu of cash overtime payments, where mutually agreed between the employee and the Employer, an employee may receive comp time.

Employees hired before January 1, 2011 shall be permitted to accrue up to four hundred and eighty (480) hours of comp time. Employees hired on or after January 1, 2011 shall be permitted to accrue up to eighty (80) hours of comp time. Upon approval of the County, employees shall be permitted to receive a payout of all or part of their accrued compensatory time in December of each year. The scheduling of comp time shall be done in the same manner as vacation time.

**Section 11.** On-Call Time: An employee who is required to remain on-call on the employer's premises, or so close thereto that s/he cannot use the time effectively for his/her own purposes, is working while "on-call." An employee who is not required to remain on the employer's premises, but is merely required to leave word at his/her home or with the Sheriff is not working while on-call.

**Section 12.** Court: Employees called for court cases on their time off shall be guaranteed a minimum of three (3) hours of overtime rate of pay.

**Section 13.** Callout/CallBack: An employee who is called back or called out to work after having completed his normal shift and having left the premises, shall receive callback pay of a minimum of three (3) hours at the overtime rate of pay; provided however, if the call back can be handled by telephone or Private Network from the employee's home or otherwise remotely, the employee shall be paid for a minimum of one (1) hour at the overtime rate.

**Section 14.** Civil Service Promotional Testing: Employees will be compensated at their straight time rate during regularly scheduled days off when they participate in any Sheriff's Office promotional examination.

**Section 15.** Longevity Pay: Employees shall receive longevity pay in addition to their base pay as set forth below:

<b>Continuous Years of Service</b>	<b>Monthly Amount</b>
6 through 10 years	\$65.00
11 through 14 years	\$90.00
15 through 19 years	\$130.00
20 through 24 years	\$150.00
25 years and over	\$165.00

**Section 16.** Health Care Insurance: The County shall contribute as below each month during the term of this Agreement for each eligible employee for medical, dental, vision, and life insurance coverage.

- A. Effective January 1, 2019 the contribution shall be increased to one thousand and two hundred and fifty-eight dollars (\$1258) per month during the term of this Agreement for each eligible employee for medical, dental, vision, and life insurance coverage.
- B. Effective January 1, 2020 the contribution shall be increased to one thousand and three hundred and ten dollars (\$1310) per month during the term of this Agreement for each eligible employee for medical, dental, vision, and life insurance coverage.
- C. Effective January 1, 2021 the contribution shall be increased to one thousand and three hundred and sixty-two dollars (\$1362) per month during the term of this Agreement for each eligible employee for medical, dental, vision, and life insurance coverage.

If any other bargaining unit or group of employees receive contributions greater than the above amounts, the members of this bargaining unit will also receive those increased amounts on the same effective dates.

In the event the Employer is subject to carrier plan design change or a penalty, tax, fine or increased costs as a result of requirements or provisions of the ACA, not within the control of the Employer, the parties agree to meet and negotiate regarding the impacts of any such cost or plan design impacts and immediately bargain alternative provisions.

Eligible employees are those working eighty (80) man-hours (excludes, vacation, sick and compensatory time payouts, upon separation) or more per month during the calendar year. Any monthly premium contribution required above the County's contribution shall be paid by a reduction of the necessary amount from each employee's salary. Time missed from work due to a worker's compensation claim will be considered as time worked for employee group insurance and vacation purposes for a maximum of twelve (12) months.

The County shall provide an Employee Assistance Program (EAP) benefit for all bargaining unit members.

When a member of the Guild is disabled by injury or illness, arising out of and in the course of his or her duties, and after utilizing all accrued sick, vacation and comp leave available shall have available, regardless of his/her service with Mason County. A leave of absence not to exceed six (6) months. During the leave of absence period, the member will continue to receive all contracted wage and benefits per L&I rules, however, an employee cannot receive both a full paycheck and L&I compensation. Additionally, if the member utilizes paid FMLA through Employment Security the member cannot receive both a full paycheck and paid Family Medical Leave through Employment Security.

**Section 17. Uniforms and Equipment:** A quartermaster system of uniform acquisition will continue to be used by the County. Upon either completion of the academy, or upon lateral hire and acquisition from an outside agency or jurisdiction, Deputies shall be issued the articles, which meets the Sheriff's Office standards, in accordance with the Uniform Policies of the Sheriff's Office.

Management reserves the authority to revise the required uniform list as necessary and needed with the Sheriff retaining final decision-making authority on Department issued uniforms and equipment.

Effective January 1, 2016, the County will provide a newly hired Deputy a County approved duty weapon or sidearm in accordance with County policy and procedures.

All uniform items provided by the County to a Deputy (including the weapon and/or sidearm issued under this provision and any accompanying magazines) shall be returned to the County upon separation from employment.

- A. Uniform Allowance: All Deputies shall receive a cleaning allowance of \$75.00 per month. All Detectives, Detective - Sergeants and any other authorized officers – as authorized by command-staff - who wear plain clothes regularly shall receive upon presentation of receipt an annual clothing reimbursement of up to \$400.
- B. Replacement for Damaged Items: The County will replace County equipment, uniforms and/or authorized personal items damaged or destroyed while on duty upon request by the deputy and approval by the County. Requests for replacement of articles set forth in this Section will be made to the Deputy's supervisor who will review the request and condition of the articles and make a recommendation on replacement to the Chief Deputy. The Chief Deputy will make the final, binding decision on replacement of an article as established by County policy and procedure. The County shall also pay to replace soft body armor at intervals consistent with the manufacturer's instructions.

For any new assignment requiring different uniforms, deputies may receive used clothing for use on a temporary basis. Uniform and/or equipment items that are seized pursuant to, or in furtherance of an official investigation, that will be held for an extended period of time for forensic examination, other testing, or in evidence, and where the need for immediate replacement of these items is essential to the return to duty of the deputy, will be replaced and/or provided on loan at the County's option with items of a like type and quality meeting office specifications by the County.

**Section 18.** Education Incentive: Any Deputy who received a college degree shall receive an additional compensation at the following rates:

Associate Degree	1.5 %
Baccalaureate Degree	3.0 %
Master's Degree	4.5 %

In order to qualify, individuals must receive their degree from a regionally accredited institution in an area of study closely related to law enforcement, as approved by the Sheriff. This section shall apply only to fully commissioned deputies.

**Section 19.** Kennel Time: In addition to the assignment pay above in Article V, Section 8. Deputies assigned to the Canine Unit will receive one (1) hour of kennel time each workday for canine care upon placement of the dog into the Deputy's care. When on scheduled vacation/sick leave, required leave use will be reduced by one (1) hour for each day off if the canine remains in the care of the Deputy during the vacation/sick leave.

**Section 20.** Fitness Incentive: All Guild members represented by this contract are eligible for Fitness Incentive Pay of two hundred and twenty-five dollars (\$225) if one of the two tests are passed, in addition to their pay, for physical fitness achievements based on testing requirements: The department will establish a Physical Fitness Committee consisting of an

Administrative Chief, Patrol Sergeant and Corporal. This committee will set reasonable testing requirements. The physical fitness test shall occur in the Spring and Fall of each year with qualifying Guild members covered under this agreement. There will be two (2) opportunities to test allowed per year. All physical fitness tests will be conducted during annual training days. Test results will not be used to reprimand or terminate a Guild member.

**Section 21.** Bilingual Pay: Eligible employees that possess bilingual fluency in a County-approved non-English language, and who use their bilingual skills in the performance of official duties, shall receive bilingual incentive pay as indicated herein:  
Seventy-five dollars (\$75.00) per month for Bilingual Language Fluency

Eligibility requirements:

- (A) The County shall determine the language(s) that bilingual is payable for and the number of employee's eligible for bilingual pay.
- (B) Bilingual language fluency eligible employees are those who have taken and passed a language fluency test from an accredited institution and/or employees who have self-identified bilingual fluency that has been demonstrated on the job.
- (C) The testing will be through DSHS. The employee will pay to take the test, and the County will reimburse, one time, up to seventy-five dollars (\$75), upon the successful completion of the DSHS bilingual test.

**Section 23.** Accreditation Premium: Accreditation premium shall be granted to the employee monthly rate of pay based on the rates below. Upon written notice to the County, the Guild may direct that up to the total amount of this premium be directed to a lawful Health Reimbursement Arrangement and/or a Deferred Compensation Plan for the whole Unit. If the Sheriff does not seek accreditation renewal, employees will continue to receive this premium. The Sheriff or designee(s) and the Guild will meet to establish accreditation roles and responsibilities of both parties.

Effective January 1, 2019 the Accreditation premium of 4.5% (four and one-half percent) will be added to salary rate in Appendix A.

Effective January 1, 2020 the Accreditation premium of 5.25% (five and one-quarter percent) will be added to salary rate in Appendix A.

Effective January 1, 2021 the Accreditation premium of 6.0% (six percent) will be added to salary rate in Appendix A.

**ARTICLE VI VACATIONS**

**Section 1.** Each regular full-time employee shall accrue vacation leave as follows:

<u>Years of Continuous Service</u>	<u>Vacation Days Earned</u>
1-3 years	96 hours per year
4-7 years	120 hours per year
8-9 years	144 hours per year
10-11 years	160 hours per year
12-14 years	176 hours per year
15-16 years	184 hours per year
17-20 years	192 hours per year
21 or more years	200 hours per year

**Section 2.** Vacation leave accrued within the first twelve (12) months of employment cannot be utilized by an employee, until they have successfully completed their appointment probationary requirements. Any employee terminating his/her employment with the Employer within the twelve (12) month probationary period shall not be paid for Vacation leave accrual.

**Section 3.** Vacation leave may be accrued to a maximum of four hundred (400) hours. No Vacation leave accrued will be added to an employee's Vacation leave benefit when the maximum accrual has been attained unless for operational reasons the employee has applied for and been unable to take vacation time off

**Section 4.** Vacation leave approval will be based on meeting the workload requirements of the Sheriff's Department service schedule.

**Section 5.** Other than within the first twelve (12) months of probationary employment, upon separation of an employee by resignation with two (2) weeks' notice, layoff, dismissal, or death, the employee or beneficiary, thereof, shall be paid for unused Vacation leave at the rate of being paid at the time of separation. Cash payment for unused accrued Vacation leave upon separation by retirement will be in accordance with Mason County Resolution 95-04.

**Section 6.** Vacation leave days shall be the same as the regular workday schedule for the employee. Vacation leave pay shall include any applicable shift differential for employees scheduled or assigned for thirty (30) calendar days, or longer to swing or graveyard shifts.

**Section 7.** Any employee who schedules Vacation leave time, and an approved holiday occurs within the approved Vacation leave schedule, shall have an additional floating holiday available in lieu of approved holiday.

**Section 8.** A minimum of ninety (90) hours per month must be worked and/or the employee must be on approved leave with pay to receive Vacation leave accrual.

**Section 9.** Whereas, the Guild and the Employer recognizes the importance of employees utilizing earned Vacation leave to promote and enhance their mental and physical well-being, employees shall attempt to use Vacation leave during the year in which it is earned.

**ARTICLE VII HOLIDAYS**

**Section 1.** The following is a list of the annual recognized holidays for employees of the Sheriff's Department:

New year's Day	Labor Day
Martin Luther King Day	Veterans Day
Lincolns Birthday	Thanksgiving Day
Presidents Day	Day after Thanksgiving
Memorial Day	Christmas Day
Independence Day	Floating Holiday

**Section 2.** All hours worked by an employee on an eight-hour shift on a contract holiday shall be compensated at two and one-half times their regular rate of pay. All hours worked by an employee on an eleven (11) hour shift on a contract holiday will be paid eight hours of holiday pay at straight time, ten hours at one and one-half time and two hours of straight time for a total of twenty-five (25) hours for an eleven (11) hour shift. Employees who do not work on a contract holiday shall receive regular straight time holiday pay.

**Section 3.** Up to two (2) Detectives may work a holiday upon Sergeant's approval. The detectives allowed to work must be prepared to work as uniformed patrol officers, if called upon, and will be paid as set forth above in Article VII, Section 2.

**Section 4.** The floating holiday and premium days not used at the discretion of the employee, with approval of the supervisor, will be paid to the employee at straight time at the end of the calendar year within which they accrued.

**ARTICLE VIII SICK LEAVE, PREMIUM DAYS, AND FAMILY LEAVE**

**Section 1.** For those employees not covered by the LEOFF Act prior to October 1, 1977 per the Washington State Paid Sick Leave law, RCW 49.46, WAC 296-130 and Initiative 1433, please refer to the Sick Leave Policy, chapter 7.2 in the Mason County Personnel Policy. Once the employee reaches one- thousand-two hundred (1200) sick leave hours, no additional sick leave will accrue until the employee reduces the amount of sick leave in his/her sick leave "bank".

**Section 2.** In the event of an employee's death, his/her beneficiary shall receive pay for all

accumulated unused sick leave.

**Section 3.** A retiring employee hired before January 1, 2011 shall receive payment for all unused sick leave at the time of retirement if (1) s/he has completed a minimum of fifteen (15) years of continuous service, or (2) the retiring employee meets all the requirements to be eligible for retirement under the LEOFF or PERS program.

Employees hired before January 1, 2011 separating service shall be paid out of sick leave at the following amounts depending upon years of service:

5 years	25 %
10 years	50 %
15 years	100 %

Employees hired on or after January 1, 2011 shall not be entitled to any pay out of sick leave upon separation from service.

**Section 4.** When sickness occurs and no sick leave is accumulated, the employee may choose to: (1) use vacation credits accrued to his/her credit in absence of sick leave, (2) take leave without pay, (3) use accumulated compensatory time, if any, or (4) take leave as provided for by law. In addition, the employee may use sick leave donated by other employees.

**Section 5.** Individuals covered by the LEOFF 1 retirement system may accrue twelve (12) days of sick leave per year to be used in lieu of disability sick leave on a day to day basis. This leave shall not be accruable from year to year; meaning a maximum of twelve (12) days per year is all that may be accrued. Individuals covered by the LEOFF 1 retirement system shall receive 100% of accrued sick leave at retirement.

**Section 6.** There will be established four (4) additional days off a year for the purpose of premium days for deputies. These days off shall be scheduled by each individual, subject to the approval of the supervisor.

**Section 7.** Bereavement Leave: Employees will be provided three (3) days of paid bereavement leave in the case of death in the immediate family member. An additional two (2) days of sick leave may be taken, if necessary, for out of state travel or other extensive travel, upon approval by the Sheriff or designee. Additional days of sick leave may be taken upon approval of the Department. Immediate family includes only persons related by blood or marriage or legal adoption. These individuals are wife, husband, parent, grandparent, brother, sister, child, grandchild, grandmother-in-law, grandfather-in-law, mother-in-law, father-in-law, sister-in-law, brother-in-law of the employee.

**Section 8.** The County and the Guild mutually agree to comply with all State and Federal Family Leave Laws. Please refer to the Family Leave Policy, chapter 7.7 in the Mason County Personnel Policy, per the Washington State Family Medical Leave Act and RCW 49.78.

**Section 9.** Washington State Paid Leave Compliance: The County and Guild mutually agree to comply with all Washington State Paid Family & Medical Leave laws, per RCW 50A.04, and future amendments with the law.

## **ARTICLE IX SENIORITY AND CURTAILMENT**

**Section 1.** The Employer and the Guild recognize the importance of seniority and its principles. Overtime will be assigned by seniority for normal, pre-planned events. In non-preplanned events, overtime will be assigned at the discretion of the shift supervisor or command staff.

For purposes of overtime, an employee, or deputy, shall be defined as any fully Commissioned deputy sheriff, regardless of rank.

By September 25<sup>th</sup> of each calendar year the employer will post, for bid, a shift schedule for the coming work year (January - December); with a description of the workday, workweek and daily start and finish time for each shift. All deputies will be allowed to bid. Probationary Employees may be reassigned as needed. Nothing contained herein shall limit the discretion of the employer to determine the number of employees to be assigned to each shift. Seniority shall be the sole factor in the selection of shifts. All shift bids shall be bid on the basis of seniority. All shifts shall be bid by December 15<sup>th</sup> for the following work year. These shifts shall not be changed or altered except upon a demonstration of operational necessity.

All shift bids shall be selected by the employee's departmental/special unit seniority and preference. In the event a reduced number of employees exist physically to cover shifts, shift coverage will be re-bid by seniority within the special unit. The new shift shall only be in effect until the staffing level returns to its original level. For example, the number of employees physically capable of covering shifts is reduced from six to five. The employees have the option of re-bidding on an alternate five-officer schedule, by seniority, for coverage during the time there is a reduction in employees. When six-officer coverage goes back into effect, the original six-officer schedule will go in to affect, which was originally bid by the employees based upon their seniority.

Shift rotations shall be posted by the employer a minimum of 14 days before the rotation cycle begins.

Nothing in this agreement shall be construed to restrict the inherent rights of the Office of Sheriff with regards to the Sheriffs lawful authority under the Revised Code of Washington (RCW) 36.28.010 and RCW 36.28.020, and the principles of Posse Comitatus.

**Section 2.** Specialty Unit Seniority: SWAT, SORT, Canine, and Marine Unit Seniority shall be

defined as the length of continuous service in a specialty unit. In the event that the Sheriff, due to budgetary reason, determines that a position must be eliminated, then the last deputy assigned to these units will be transferred back to another position within the Sheriff's Office. Seniority within a specialty unit will not affect the vacation bidding process.

- ❖ Seniority within the Unit: There will be seniority within the Canine unit, just as there is with Sergeant and Corporal positions. Canine shift bid shall be based on acceptance into the Canine program. If two (2) applicants are accepted on the same day then the bid (seniority) will be based on the certification day of the Handler. If two (2) applicants are accepted at the same time and certified on the same day, bid (seniority) will be based on overall seniority within the agency.

## **ARTICLE X     HIRING, DISCIPLINE, AND SEPARATION FROM EMPLOYMENT**

**Section 1.**     Probationary Employees: All new employees will serve a probationary period of one (1) calendar year on full time duty commencing on their date of hire, which shall not include light duty jobs, during which the employees may resign or be terminated without cause or notice and without access to this Article. An employee will be classified as a "regular employee" upon successful completion of the probationary period. The County may request an extension of the probationary period and the Guild will not unreasonably deny that request.

**Section 2.**     Evaluation: The purpose of evaluation is to help an Employee to be successful in performance and to understand the standards and goals of their position and their Department. The evaluation will assess and focus on the Employee's accomplishment of their job functions and the goals and standards of the position. Where the Employee does not meet the above, a plan for correction, training or support should be developed with the Employee.

Evaluation may occur in two forms:

1. All regular Employees should be formally evaluated in writing by their immediate Supervisor and/or Department head or designee during the probationary or trial service period and at least annually (at date of hire or a common date), thereafter.
2. Additionally, evaluation of job performance may occur at any time and on an ongoing basis. Evaluation may occur in various ways and may include coaching, counseling or written assessment.

The evaluation process shall also include a review of the current job description.

Evaluation shall not, by itself, constitute disciplinary action – disciplinary action must be specifically identified as such, in writing.

Employees will be given a copy of the evaluation. Employees will be required to sign the evaluation, acknowledging its receipt. Evaluations are not grievable; however, Employees may

elect to provide a written response to the evaluation, which will be retained with the evaluation in the Employee's personnel file.

**Section 3.** Discipline/Corrective Action: The County has the right and responsibility to assure corrective action when appropriate and, in doing so, agrees to act in good faith in the discipline, dismissal or demotion of any regular Employee and any such discipline, dismissal or demotion shall be made only for just cause.

The parties recognize that just cause requires progressive discipline. Progressive discipline may include:

- written reprimands;
- disciplinary transfer;
- suspension with or without pay;
- demotion; or
- discharge.

The intent of progressive discipline is to assist the Employee with performance improvement or to correct misconduct. Progressive discipline shall not apply where the offense requires more serious discipline in the first instance. Both the sequencing and the steps of progressive discipline are determined on a case-by-case basis, given the nature of the problem.

All disciplinary actions shall be clearly identified as such in writing. The Employee will be requested to sign the disciplinary action. The Employee's signature thereon shall not be construed as admission of guilt or concurrence with the discipline. Employees shall have the right to provide a written response to any written disciplinary action to be included in the personnel file, which, together with the action, will be retained in the personnel file, for so long as the disciplinary action is retained.

A copy of all disciplinary notices shall be provided to the Employee before such material is placed in their personnel file. Employees disciplined or discharged shall be entitled to utilize the grievance procedure. If, as a result of the grievance procedure utilization, just cause is not shown, personnel records shall be cleared of reference to the incident which gave rise to the grievance.

The MCSO or Designee will notify the Guild in writing within three (3) working days after any notice of discharge.

The Employer recognizes the right of an Employee who reasonably believes that an investigatory interview with a Supervisor may result in discipline to request the presence of a Guild representative at such an interview, provided such is neither a material witness nor the subject of the investigation. Upon request, the Employee shall be afforded a Guild

representative. The Employer will delay the interview for a reasonable period of time in order to allow a Guild representative an opportunity to attend. If a Guild representative is not available or delay is not reasonable, the Employee may request the presence of a bargaining unit witness. (Weingarten rights)

Employees shall also have a right to a notice and a determination meeting prior to any disciplinary action, which may result in an economic loss or suspension. The Employer must provide a notice and statement, in writing, to the Employee identifying the performance violations or misconduct alleged, a copy of the investigative file for review (if requested) and a finding of fact and the reasons for the proposed action. The Employee shall be given an opportunity to respond to the charges in a meeting with the Employer, and shall have the right to Guild representation during that meeting, upon request. (Loudermill rights)

No Employee shall be compelled by the County to give self-incriminating information, either verbal or written, during any criminal investigation when such investigation involves allegations against the Employee nor in any internal investigation, which could lead to a criminal charge against the Employee. Any refusal by an Employee to give self-incriminating information, under these conditions, will not result in the Employee's termination, suspension, reprimand, transfer, or any other form of disciplinary action by the County. (Garrity rights)

The Employer shall endeavor to correct Employee errors or misjudgments in private, with appropriate Guild representation if requested by the Employee.

**Section 3.** Rights of Employees: All Employees within the bargaining unit shall be entitled to the following protection in any internal investigatory process, provided, however, that nothing herein shall be interpreted to apply to a criminal investigation conducted by another agency:

- A. Investigations and Interrogations: Before any interrogation commences, the Employee shall be informed in writing, of the name of the complainant, the specific nature of the investigation and whether the Employee is considered or believed to be a witness or a subject, including the name, address and other information necessary to reasonably apprise the Employee of the allegations of such complaint. The written notification shall also advise the Employee of his right to have FOP representation present during any and all interviews.
- B. During an internal investigation, the subject employee shall be entitled to the presence of representative and, if the subject employee chooses, legal counsel to be present during questioning and for any hearings or meetings related to the investigation at which the subject employee's presence is compelled by the Department.

- C. An investigation shall not be deemed concluded until the subject employee has received written notice that the investigation has been concluded. Such notice shall specify the specific proposed discipline to be applied.
- D. Before the Department issues final discipline to an employee, the Department shall grant the employee a hearing, upon written request, with the Sheriff for the employee to rebut the allegations or provide mitigation.
- E. Polygraph Tests: No employee shall be required to take or be subjected to any polygraph test as a condition of continued employment
- F. Substance Abuse Tests: No Employee, except those Employees required by state or federal law, shall be required to take or be subjected to any random alcohol or drug testing as a condition of continued employment

**Section 4.** Brady Bill: A disciplinary action or any other adverse personnel action may not be undertaken by a law enforcement agency against a peace officer solely because that officer's name has been placed on a list maintained by the prosecuting attorney's office of recurring witnesses for whom there is known potential impeachment information, or that the officers' name may otherwise be subject to disclosure pursuant to Brady v. Maryland, 373 U.S. 83 (1963).

## **ARTICLE XI GRIEVANCES**

**Section 1.** The term "grievance" shall mean any dispute between the Employer and the Guild or an employee covered by this Agreement, concerning the interpretation, application, claim, or breach or violation of the terms of this Agreement and established personnel matters. The purpose of this grievance procedure is to provide a procedural means for the timely resolution of disagreements arising from misapplication or misinterpretation of the terms and conditions of this agreement. At the discretion of the Guild or employee, all disputes relating to the discharge of an employee shall be presented to either the Civil Service Commission or the Public Employment Relations Commission for their exclusive handling.

**Section 2.** Employees will be unimpeded and free from restraint, interference, coercion, discrimination, or reprisal in seeking adjudication of their grievances.

**Section 3.** Any time limits stipulated in the grievance procedure may be extended for stated periods of time by appropriate parties by mutual agreement in writing with copies to the Guild and the Employer.

**Section 4.** Failure by an employee or the Guild to comply with any time limitations of the procedures in this Article shall automatically constitute withdrawal of the grievance. Failure of the Employer to comply with any time limitations of a procedure of this Article shall

automatically permit the aggrieved employee to advance his/her grievance to the next step of these procedures.

**Section 5.** A grievance of interest to two or more employees may be filed as a "group grievance" at Step 2 of the Grievance procedure and be processed within the time limits set forth herein.

**Section 6.** Grievances shall be initiated at the lowest level within the grievance procedure where the decision making authority lies to grant the requested remedy. Any grievance filed at the wrong level will be moved to the appropriate level for hearing.

#### GRIEVANCE PROCEDURES:

STEP 1: Before filing a written grievance, the employee and/or the Guild shall discuss the problem with the employee's supervisor within fourteen (14) calendar days from the date of occurrence of the alleged grievance or knowledge of the occurrence of the alleged grievance.

If the matter cannot be resolved verbally, the supervisor shall make a decision in writing within fourteen (14) calendar days from the date the grievance was discussed and give the written response to the Guild and employee. If this resolves the grievance, then no further action is necessary if it does not resolve the grievance, the grievance may be submitted to Step 2.

STEP 2: The grievance shall be presented in writing by the Guild to the Sheriff. This shall include the specific grievance; Article or policy allegedly violated, and the remedy sought. The grievance shall be submitted within fourteen (14) calendar days from the date the written response is received from the Supervisor.

The Sheriff shall meet with all concerned parties including Guild representative(s) and respond in writing within fourteen (14) calendar days of that meeting.

STEP 3: If the grievance is not settled in Step 2, the grievance (as was previously set forth in writing) may be submitted to the Human Resources Director within twenty-one (21) calendar days of the Sheriff's action. The Human Resources Director shall meet with the Guild within twenty-one (21) calendar days of its receipt of the grievance. Within twenty-one (21) calendar days of the meeting, the Human Resources Director shall send a written answer to the Guild regarding the grievance.

STEP 4: If the grievance is not resolved at Step 3, the grievance as previously set forth in writing, shall be submitted to PERC (Public Employees Relations Commission) within thirty (30) calendar days of the Board's written response. PERC shall provide a list of five (5) Arbitrators and the Guild and Employer shall strike names until an Arbitrator is selected.

In connection with any proceedings of the arbitration held pursuant to the Agreement, it is understood as follows:

- A. The Arbitrator shall have no power to render a decision that will add to, subtract from, alter, change, or modify the terms of this Agreement.
- B. The decision of the Arbitrator shall be final, conclusive and binding upon the Employer, the Guild and the employee(s) involved.
- C. The prevailing party shall be exempted from the costs of the Arbitrator's fees. Each party shall bear the cost of presenting its own case.
- D. The Arbitrator's decision shall be made in writing and shall be issued to the parties. The arbitrator will try to issue the decision thirty (30) calendar days after the hearing is concluded.

## **ARTICLE XII SAFETY COMMITTEE AND USE OF FORCE PROCEDURES**

**Section 1.** The Employer and the Guild recognize the desirability of reducing injuries arising out of employment to a minimum and further recognize that the problem can be solved only by cooperative effort.

- A. The Guild shall elect all crew representatives on Safety Committees, to be composed of not less than two (2) of their employee members who shall be certified to the Employer and the Guild in writing, over the signature of the Recording Secretary.
- B. The safety committee shall work with the Sheriff to insure that working conditions shall be made and kept safe and in compliance with the safety laws. Rules and regulations of the State of Washington
- C. The joint safety committee shall meet monthly. The employer is not obligated to compensate off-duty employee's attending the Safety Committee Meetings.

**Section 2.** The safety committee will be allowed to take time off from their regular work to carry on inspections, investigations, or to confer with Employer officials.

**Section 3.** In the event the Safety Committee and the Sheriff are unable to agree on any problem involving safety, then the problem involved shall be referred to the Human Resources Director, then Labor and Industries for a consultation.

**Section 4.** Use of Force: The employer and the Guild recognize Mason County's Use of Force Policy 300, and incidents involving Death or Serious Injury Policy 310. The County recognizes the duty to bargain any changes in these policies.

**ARTICLE XIII DURATION AND TERMINATION**

This agreement shall be effective January 1, 2019, and shall remain in full force, effect to, and including the 31<sup>st</sup> day of December 2021. Either party may commence negotiations for a successor agreement, by filing written notice to the other party, pursuant to the provisions of Chapter 41.56 RCW. Either party shall submit written notice to the other party of their intent to open negotiations. Negotiations shall commence no later than March 1, 2021.

**SIGNATURES**

DATED this 9 day of July, 2019

**MASON COUNTY SHERIFF'S OFFICE  
EMPLOYEES GUILD**

  
Trevor Clark – President

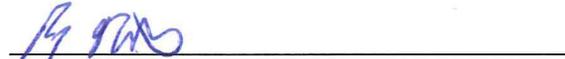
  
Tim Ripp – Committee Member

  
Chris Gaynor – Committee Member

  
Michael Sargent – Committee Member

  
Nate Anderson – Committee Member

**BOARD OF COUNTY COMMISSIONERS  
MASON COUNTY, WASHINGTON**

  
Randy Neatherlin, District #1  
Commissioner

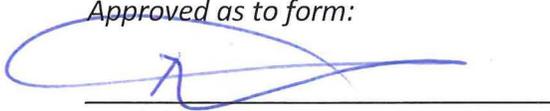
  
Kevin Shutty, District #2  
Chair, Commissioner

  
Sharon Trask, District #3  
Vice-Chair, Commissioner

**MASON COUNTY SHERIFF**

  
Casey Salisbury

Approved as to form:

  
Timothy Whitehead  
Chief Deputy Prosecuting Attorney

## APPENDIX A – WAGE SCALE

<b>BASE RATE</b>	<b>2019</b>	<b>2020</b>	<b>2021</b>
<b>DEPUTY</b>	<b>1.50%</b>	<b>1.75%</b>	<b>2.00%</b>
<b>Step 1 (0-1) year</b>	\$4,926.16	\$5,012.37	\$5,112.62
<b>Step 2 (1-2) years</b>	\$5,147.98	\$5,238.07	\$5,342.83
<b>Step 3 (2-3) years</b>	\$5,382.10	\$5,476.29	\$5,585.81
<b>Step 4 (3-4) years</b>	\$5,616.32	\$5,714.61	\$5,828.90
<b>Step 5 (4-5) years</b>	\$5,841.81	\$5,944.04	\$6,062.92
<b>Step 6 (5-6) years</b>	\$6,077.25	\$6,183.60	\$6,307.28
<b>Step 7 (7-8) years</b>	\$6,306.44	\$6,416.80	\$6,545.14
<b>CORPORAL</b>			
	\$6,733.94	\$6,851.78	\$6,988.82
<b>SERGEANT</b>			
<b>Step 1 (0-1) year</b>	\$6,819.12	\$6,938.45	\$7,077.22
<b>Step 2 (1-2) years</b>	\$6,985.84	\$7,108.09	\$7,250.25
<b>Step 3 (2-3) years</b>	\$7,161.43	\$7,286.76	\$7,432.49

## APPENDIX B – ADDITIONAL PAY WAGE SCALE

\*Additional pay based on qualifications

Specialty Pays	DEPUTY								CORPORAL	SERGEANT		
		Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7		Step 1	Step 2	Step 3
<b>2019</b>												
Accreditation	4.50%	\$ 221.68	\$ 231.66	\$ 242.19	\$ 252.73	\$ 262.88	\$ 273.48	\$ 283.79	\$ 303.03	\$ 306.86	\$ 314.36	\$ 322.26
Assignment Pay	3.00%	\$ 147.78	\$ 154.44	\$ 161.46	\$ 168.49	\$ 175.25	\$ 182.32	\$ 189.19	\$ 202.02	\$ 204.57	\$ 209.58	\$ 214.84
AA Degree	1.50%	\$ 73.89	\$ 77.22	\$ 80.73	\$ 84.24	\$ 87.63	\$ 91.16	\$ 94.60	\$ 101.01	\$ 102.29	\$ 104.79	\$ 107.42
BS/BA Degree	3.00%	\$ 147.78	\$ 154.44	\$ 161.46	\$ 168.49	\$ 175.25	\$ 182.32	\$ 189.19	\$ 202.02	\$ 204.57	\$ 209.58	\$ 214.84
Master's Degree	4.50%	\$ 221.68	\$ 231.66	\$ 242.19	\$ 252.73	\$ 262.88	\$ 273.48	\$ 283.79	\$ 303.03	\$ 306.86	\$ 314.36	\$ 322.26
<b>2020</b>												
Accreditation	5.25%	\$ 263.15	\$ 275.00	\$ 278.50	\$ 300.02	\$ 312.06	\$ 324.64	\$ 336.88	\$ 359.72	\$ 364.27	\$ 373.17	\$ 382.55
Assignment Pay	3.00%	\$ 150.37	\$ 157.14	\$ 164.29	\$ 171.44	\$ 178.32	\$ 185.51	\$ 192.50	\$ 205.55	\$ 208.15	\$ 213.24	\$ 218.60
AA Degree	1.50%	\$ 75.19	\$ 78.57	\$ 82.14	\$ 85.72	\$ 89.16	\$ 92.75	\$ 96.25	\$ 102.78	\$ 104.08	\$ 106.62	\$ 109.30
BS/BA Degree	3.00%	\$ 150.37	\$ 157.14	\$ 164.29	\$ 171.44	\$ 178.32	\$ 185.51	\$ 192.50	\$ 205.55	\$ 208.15	\$ 213.24	\$ 218.60
Master's Degree	4.50%	\$ 225.56	\$ 235.71	\$ 246.43	\$ 257.16	\$ 267.48	\$ 278.26	\$ 288.76	\$ 308.33	\$ 312.23	\$ 319.86	\$ 327.90
<b>2021</b>												
Accreditation	6.00%	\$ 306.76	\$ 320.57	\$ 335.15	\$ 349.73	\$ 363.78	\$ 378.44	\$ 392.71	\$ 419.33	\$ 424.63	\$ 435.02	\$ 445.95
Assignment Pay	3.00%	\$ 153.38	\$ 160.28	\$ 167.57	\$ 174.87	\$ 181.89	\$ 189.22	\$ 196.35	\$ 209.66	\$ 212.32	\$ 217.51	\$ 222.97
AA Degree	1.50%	\$ 76.69	\$ 80.14	\$ 83.79	\$ 87.43	\$ 90.94	\$ 94.61	\$ 98.18	\$ 104.83	\$ 106.16	\$ 108.75	\$ 111.49
BS/BA Degree	3.00%	\$ 153.38	\$ 160.28	\$ 167.57	\$ 174.87	\$ 181.89	\$ 189.22	\$ 196.35	\$ 209.66	\$ 212.32	\$ 217.51	\$ 222.97
Master's Degree	4.50%	\$ 230.07	\$ 240.43	\$ 251.36	\$ 262.30	\$ 272.83	\$ 283.83	\$ 294.53	\$ 314.50	\$ 318.47	\$ 326.26	\$ 334.46

## APPENDIX C – Police Officer Bill of Rights

The County retains the right to adopt rules for the operation of the Mason County Sheriff's Office and the conduct of its employees provided that such rules do not conflict with County ordinances, City and State Civil Service Rules and Regulations as they exist, or any provision of this Agreement; and provided further that such rules do not affect mandatory subjects of bargaining. It is agreed that the County has the right to discipline, suspend, or discharge employees for just cause.

- a. In an effort to ensure that disciplinary interviews are conducted in a manner, which is conducive to good order and discipline, the Guild shall be entitled to the protection of what shall hereafter be termed as the "Police Officer Bill of Rights." A "disciplinary interview" shall mean questioning by a person in authority over an employee when the interviewer either knows or reasonably should know that the questioning concerns a matter that could lead to suspension, demotion, or termination.
- b. Every employee who becomes the subject of a disciplinary interview shall be advised, in writing, a minimum of forty-eight (48) hours prior to the time of the interview that he/she is suspected of:
  1. Committing a criminal offense;
  2. misconduct that would be grounds for termination, suspension or demotion, and,
  3. that he/she has the right to Guild or attorney representation during the interview.
- c. Any employee who becomes the subject of a criminal investigation may have legal counsel present during all interviews. Nothing in this Agreement, however, shall be deemed a waiver of an employee's right to Guild representation. A criminal investigation as used herein shall be interpreted as any action, which could result in the filing of a criminal charge.
- d. In criminal matters, employees will either be ordered to answer questions or informed that they are not required to answer the employer's questions as a condition of employment.
- e. The employee shall be informed in writing as to whether he/she is a witness or suspect before any interview commences.
- f. The disciplinary interview of any employee shall be at a reasonable hour, unless the

exigency of the interview dictates otherwise. Whenever possible, interviews shall be scheduled during the normal workday of the County.

- g.** The employee or County may request that a disciplinary interview be recorded, either mechanically or by a stenographer. There can be no “off the record” questions. Upon request, the employee, in a disciplinary interview, shall be provided an exact copy of any written statement he/she has signed, or of a verbatim transcript of any interview.
- h.** Interviewing shall be completed within a reasonable time and shall be done under circumstances devoid of intimidation or coercion. In all disciplinary interviews, the employee shall be afforded an opportunity and facilities to contact and consult privately with an attorney of his/her own choosing, before being interviewed. Such opportunity to contact and consult privately with a private attorney shall not unduly delay the disciplinary interview. The employee shall be entitled to such reasonable intermissions, as he/she shall request for personal necessities, meals, telephone calls, and/or rest periods. The employee may be represented by either a private attorney or a Guild representative during the interview.
- i.** All interviewing shall be limited in scope to activities, circumstances, or events which pertain to the employees conduct or acts which may form the basis for disciplinary action under one (1) or more of the categories contained in two (2) herein.
- j.** The employee will not be threatened with dismissal or other disciplinary punishment as a guide to attempt to obtain his/her resignation, nor shall he/she be subject to abusive or offensive language or intimidation in any other manner. No promises or rewards shall be made as an inducement to answer questions.
- k.** No employee shall be required to unwillingly submit to a polygraph
- l.** Should any section, subsection, paragraph, sentence, clause, or phrase in this article be declared unconstitutional or invalid, for any reason, such decision shall not affect the validity of the remaining portions of this article.
- m.** The investigation shall be completed in a reasonable amount of time in light of the circumstances and discipline shall be imposed within a reasonable amount of time after the conclusion of the investigation.