

# **MEMORANDUM OF UNDERSTANDING**

**By and Between**

**Thurston County Sheriff's Office**

**And the**

**Thurston County Deputy Sheriff's Association  
Representing Thurston County Deputy Sheriff Personnel**

This memorandum of understanding is entered into for the purpose of memorializing the agreement between the Thurston County Sheriff's Office (Sheriff's Office) and the Thurston County Deputy Sheriff's Association (Association), hereinto refer to as the "parties", as related to the establishment of a rotation period(s) for the position assignments listed herein. The parties agree that establishing rotation periods will provide a balance of qualified, experienced applicants to fill vacant positions while creating opportunity, growth and career development for all employees in the Thurston County Sheriff's Office.

Therefore, in consideration of mutual agreement between parties, the parties agree as follows:

1. The Sheriff's Office will establish and maintain an assignment rotation schedule that includes the length of time for each assignment as established in "Attachment A". Each assignment will be for the specific time period indicated.
2. The assignments listed in "Attachment A" may have specific duties attached to them. However, it is understood and expected that all positions are subject to work, responsibility, policy and procedure related the Sheriff's Office and their duty assignment and/or position.
3. The Bureau Commander, or his/her designee, will maintain a current rotation roster based on the employees start and projected end date of assignment. This list will be provided and available to the Association when changed and/or modified. The Association may request a current copy at any time.
4. If discrepancies in the rotation list are discovered or the parties are not in agreement with the dates provided, the parties will resolve the discrepancies via a labor management meeting.
5. The Sheriff's Office will use a process to select a candidate(s) for vacancies that occur to the rotational assignment list. When a position becomes available, the Sheriff's Office

will publish an announcement via the office "Daily Bulletin" outlining the specific job opening, requirements, and the process for applying for the position. The Sheriff or designee will establish a process for selecting a candidate for the vacant position. The process will establish an eligibility list for only the vacant position advertised in the "Daily Bulletin" announcement.

6. The Sheriff or designee will select the candidate from this eligibility list using the rule of (5) five, picking the candidate that best suits the needs of the position, Division, Bureau and Sheriff's Office. The list is only good for the position(s) advertised and will expire after the selection unless otherwise stated in the position announcement.
7. The application process may vary based on abilities, experience and needs of the position and the need(s) of the Division and/or Bureau. It is the parties desire to have as large a candidate pool as possible, to encourage employees the opportunity to enhance their career through development and to make the process as fair as possible.
8. It is the expectation that employees selected to fill the position(s) advertised will complete the assignment as agreed. However, an employee may be removed from the position for cause by the Sheriff's Office as outlined in the Collective Bargaining Agreement (CBA). Further, an employee filling the position may choose to transfer back to their patrol assignment, prior to completing the rotation, if the assignment does not work out as expected, with the approval of the Sheriff or his/her designee.
9. The rotating sergeant position of Office of Professional Standards (OPS) will be selected by the Undersheriff. The OPS sergeant is a specialized position that requires specific needs, abilities, qualifications and confidentiality. The Undersheriff reserves the right to select a candidate for the OPS sergeant through an established process. The rotation for this position will be as outlined in "Attachment A".
10. Employees who complete their assignment rotation must return to a patrol assignment for (1) one year before applying for a new assignment listed in "Attachment A".
11. The new MOU will go into effect at the date listed below. The new rotation dates listed in "Attachment A" will apply after the rotation is completed by the employee who currently is filling that position. Once vacated, the newly selected employee filling that position will fall under this new MOU and timelines in "Attachment A".
12. The Sheriff reserves the right to implement a "special needs clause" to any position due to need(s) or circumstance, reason(s), and/or exigency surrounding the assignment and immediate need of the Sheriff's Office. This special need clause would allow the Sheriff's Office to extend or re-assign a subject to one of the listed positions in "Attachment A" for a specific time agreed upon by both parties.

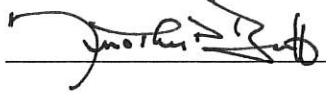
13. The Sheriff reserves the right to modify the assignment roster and the rotation schedule with proper notice to the Association.

The start date for this New MOU will be January 1<sup>st</sup>, 2021. The Sheriff's Office and the Association will make an attempt to review and/or modified this MOU on a yearly basis. The review will occur around the month of October prior to filling of any new vacant position that will occur in January of each year. This is to ensure that all MOU's are still accurate, current and relevant to the way the Sheriff's Office and the Association conduct business.

This MOU does not change or modify any provision of the Collective Bargaining Agreement between both parties.

Signed and dated this 6<sup>TH</sup> day of August, 2020

Thurston County Sheriff's Office:

  
8/6/2020

Tim Braniff, Undersheriff

Thurston County Deputy Sheriff's Association:



Sean Chatterton, TCDSA President

# ATTACHMENT A

## MEMORANDUM OF UNDERSTANDING

### ASSIGNMENT ROTATION

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The rotation for the below listed positions are agreed to between parties. It is the understanding of both parties that the detectives and sergeants will complete their rotation under the terms of the previous MOU and that all newly filled positions (as of January 1, 2021 and beyond) will fall under the new rotations listed below.

Investigative Services Division (ISD) – Detective(s) 6 years

\* detective position applying for will be specified in announcement

Polygrapher(s)/Detective 1 + 6 years

\* must have (2) two-year's experience (current or past) as a TCSO detective to be eligible. First year is training/education with 6 years of service.

Thurston County Narcotics Task Force – Detective(s) 5 years

Support Services – Deputy (Civil) 4 years

Support Services – Sergeant (Civil) 4 years

Investigative Services Division – Sergeant 4 years

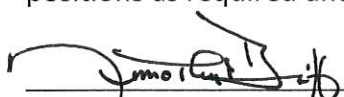
Field Operations Bureau (FOB) Administrative – Sergeant 4 years

\* selection criteria and process will be determined by Bureau Chief

Office of Professional Standards (OPS) – Sergeant 4 years

\* selection criteria and process will be determined by the Undersheriff

The number of members assigned to the above position(s) may vary depending on Sheriff's Office need and budgetary restrictions. The Sheriff reserves the right to add or eliminate positions as required and/or needed.

  
Tim Braniff, Undersheriff 8/6/2020

  
Sean Chatterton, TCDSA President

Date: 8-6-2020