

# **COLLECTIVE BARGAINING AGREEMENT**

by and between

**THURSTON COUNTY**

**AND**

**THURSTON COUNTY DEPUTY SHERIFF'S ASSOCIATION**

**THURSTON COUNTY DEPUTY SHERIFF'S PERSONNEL**

**2022 – 2024**



# TCDSA - Deputies Working Agreement

## Table of Contents

PREAMBLE.....	1
ARTICLE 1 - RECOGNITION .....	1
1.1    RECOGNITION.....	1
1.2    NEW CLASSIFICATIONS .....	1
ARTICLE 2 - ASSOCIATION SECURITY .....	1
2.1    MEMBERSHIP.....	1
2.2    DUES DEDUCTION .....	2
2.3    BARGAINING UNIT ROSTER.....	2
2.4    NONDISCRIMINATION – ASSOCIATION ACTIVITY .....	2
ARTICLE 3 – ASSOCIATION/EMPLOYER RELATIONS .....	2
3.1    ASSOCIATION ACCESS .....	2
3.2    FACILITY USE .....	3
3.3    ASSOCIATION REPRESENTATIVES.....	3
3.4    ORIENTATION.....	3
3.5    BULLETIN BOARDS .....	3
3.6    CONTRACT DISTRIBUTION .....	3
3.7    NEGOTIATIONS RELEASE TIME .....	3
3.8    GRIEVANCE RELEASE TIME .....	4
3.9    ASSOCIATION BUSINESS .....	4
3.10   CONFIDENTIALITY .....	5
ARTICLE 4 – DEFINITIONS .....	5
4.1    PROBATIONARY PERIODS .....	5
4.2    TYPES OF EMPLOYMENT.....	6
4.2.a   REGULAR FULL-TIME EMPLOYEES .....	6
4.2.b   REGULAR PART-TIME EMPLOYEES .....	6
4.2.c   REGULAR WITH / END DATE EMPLOYEES .....	6
4.2.d   TEMPORARY EMPLOYEES.....	7
4.2.e   NON-REGULAR EMPLOYEES .....	7
4.2.f   EXTRA HELP EMPLOYEES .....	7
4.2.g   PROVISIONAL EMPLOYEES.....	7
ARTICLE 5 - HOURS OF WORK & OVERTIME .....	8

5.1	WORK PERIOD .....	8
5.2.a	WORK SCHEDULES .....	8
5.2.b	DAYLIGHT SAVINGS TIME .....	10
5.2.c	FLEX HOURS .....	10
5.2.d	SHIFT BIDDING .....	10
5.2.e	MINIMUM STAFFING (Patrol) .....	11
5.3	REST/MEAL BREAKS .....	11
5.4	OVERTIME .....	11
5.5	OVERTIME DETAILS DURING VACATION LEAVE .....	12
5.6	COMPENSATORY TIME .....	12
5.7	MODIFIED DUTY .....	12
ARTICLE 6 - EMPLOYMENT PRACTICES .....		13
6.1	NONDISCRIMINATION .....	13
6.2	JOB POSTING/SELECTION .....	13
6.3	PROMOTIONS .....	13
6.4	PERSONNEL FILE / POLICIES .....	13
6.5	EVALUATIONS .....	14
6.6	DISCIPLINARY ACTION .....	15
6.7	BODY WORN and IN-CAR CAMERAS .....	18
ARTICLE 7 - SENIORITY .....		19
7.1	DEFINITION .....	19
7.2	APPLICATION OF SENIORITY .....	19
7.3	PROBATIONARY PERIOD .....	20
7.4	LOSS OF SENIORITY .....	20
7.5	LAYOFF DEFINED .....	20
7.6	NOTICE .....	20
7.7	MEETING WITH ASSOCIATION .....	20
7.8	AFFECTED GROUP .....	21
7.9	VACANT POSITIONS .....	21
7.10	SENIORITY LIST .....	22
7.11	ORDER OF LAYOFF .....	22
7.12	COMPARABLE EMPLOYMENT .....	22
7.13	LAYOFF OPTIONS .....	22
7.14	REDUCTION HOURS/FTE .....	23
7.15	RECALL .....	23
7.16	VACATION CASH OUT/PAY .....	24
7.17	UNEMPLOYMENT CLAIMS .....	24
ARTICLE 8 – WAGES .....		25
8.1	WAGE SCHEDULE .....	25
8.2	HIRE-IN RATES .....	25
8.3	SHIFT DIFFERENTIAL .....	26
ARTICLE 9 - OTHER COMPENSATION .....		26
9.1	ON-CALL PAY .....	26

9.2	CALL-BACK PAY .....	26
9.3	SPECIAL ASSIGNMENTS .....	27
9.4	MILEAGE REIMBURSEMENT .....	29
9.5	UNIFORMS .....	29
9.6	LONGEVITY .....	30
9.7	EDUCATION/PERFORMANCE INCENTIVE .....	30
9.8	FUNERAL EXPENSES .....	31
ARTICLE 10 – HOLIDAYS .....		31
10.1	HOLIDAYS .....	31
10.2	RELIGIOUS HOLIDAYS .....	32
10.3	HOLIDAY OBSERVANCE .....	32
10.4	HOLIDAY LEAVE & COMPENSATION – 24/7 OPERATIONS .....	32
10.5	HOLIDAY LEAVE .....	33
ARTICLE 11 – ALTERNATIVE LEAVE .....		33
11.1	DEFINITION .....	33
ARTICLE 12 - VACATION .....		33
12.1	VACATION ACCRUAL .....	33
12.2	VACATION SCHEDULING .....	34
12.3	VACATION PAY .....	34
12.4	VACATION UPON TERMINATION .....	35
ARTICLE 13 - SICK LEAVE .....		35
13.1	SICK LEAVE ACCRUAL .....	35
13.2	SICK LEAVE USAGE .....	35
13.3	USE OF OTHER LEAVES FOR SICK LEAVE PURPOSES .....	36
13.4	DONATED/LEAVE SHARING .....	36
13.5	COORDINATION – WORKER’S COMP .....	37
13.6	FAMILY MEMBER .....	37
ARTICLE 14 – LEAVES OF ABSENCE .....		38
14.1	IN GENERAL .....	38
14.2	JURY DUTY/COURT .....	38
14.3	MILITARY LEAVE .....	39
14.4	BEREAVEMENT .....	39
14.5	MAINTENANCE OF SENIORITY .....	39
14.7	FAMILY LEAVE – FMLA .....	40
14.8	MATERNITY LEAVE .....	41
14.9	WASHINGTON STATE PAID FAMILY & MEDICAL LEAVE .....	41
14.10	INCLEMENT WEATHER .....	41
14.11	CONTINUITY OF OPERATIONS .....	42
ARTICLE 15 – HEALTH & WELFARE .....		42
15.1	MAINTENANCE OF BENEFIT .....	42
15.2	HEALTH INSURANCE .....	42

15.3	SECTION 125 PLAN.....	43
15.4	VOLUNTARY EMPLOYEE BENEFICIARY ASSOCIATION (VEBA) PLAN.....	43
15.5	RETIREMENT.....	43
15.6	LIABILITY INSURANCE .....	43
15.7	LEGAL FEES .....	44
ARTICLE 16 – TRAINING.....		45
16.1	TRAINING.....	45
16.2	TRAINING REIMBURSEMENT .....	45
ARTICLE 17 – LABOR / MANAGEMENT COMMITTEE.....		45
17.1	PURPOSE OF COMMITTEE .....	45
17.2	COMPOSITION OF COMMITTEE.....	46
17.3	COMPENSATION.....	46
ARTICLE 18 – HEALTH & SAFETY .....		46
18.1	SAFE WORKPLACE .....	46
18.2	HEALTH & SAFETY PLAN .....	46
18.3	DRUG FREE WORKPLACE .....	47
18.4	SMOKE-FREE WORKPLACE POLICY .....	47
18.5	WORKPLACE VIOLENCE .....	47
ARTICLE 19 – GRIEVANCE PROCEDURE .....		48
19.1	GRIEVANCE DEFINED.....	48
19.2	COMPUTATION OF TIME .....	48
19.3	GRIEVANCE PROCEDURE .....	48
19.4	EMPLOYER GRIEVANCE .....	50
19.5	SCHEDULE OF MEETINGS.....	50
ARTICLE 20 – NO STRIKE / NO LOCKOUT .....		51
20.1	NO STRIKE / NO LOCKOUT .....	51
ARTICLE 21 - MANAGEMENT RIGHTS & RESPONSIBILITIES .....		51
21.1	MANAGEMENT RIGHTS AND RESPONSIBILITIES.....	51
ARTICLE 22 – GENERAL PROVISIONS .....		52
22.1	CONFLICT WITH LAWS.....	52
ARTICLE 23 – LIFE OF AGREEMENT .....		53
23.1	LIFE OF AGREEMENT .....	53
SIGNATURES: .....		53
Appendix “A” .....		54
Job Classifications.....		54
Appendix “B” – 2022 & 2023 Wage Tables.....		55
Attachment A .....		56

MOU Take Home Vehicles (Updated).....	60
MOU - Implementation of a Certified Acting Supervisor (CAS) Patrol Deputy Program.....	61
MOU - Compensatory Time Cash-Out for Implementation of New Payroll System.....	63

# WORKING AGREEMENT

## PREAMBLE

This Agreement has as its purpose the promotion of harmonious relations between the County and the Association, the establishment of an equitable and peaceful procedure for the resolution of differences and the establishment of rates of pay, hours of work, and other conditions of employment.

For purposes of this Agreement, unless otherwise stated, days shall mean Monday through Friday, not including holidays.

## ARTICLE 1 - RECOGNITION

### 1.1 RECOGNITION

The Employer recognizes the Association as the exclusive bargaining representative for all Deputy Sheriffs, Sergeants and Lieutenants in the Sheriff's Office, provided that the provision of Article 19, - Grievance Procedure, shall not apply to probationary employees concerning disciplinary actions, including involuntary termination.

### 1.2 NEW CLASSIFICATIONS

It is mutually agreed that it is the intent of the parties to include in the bargaining unit any new Civil Service classification equivalent to lieutenant and below, so long as such classification is not included in the Corrections Unit, the Captains' Unit, or the Sheriff's Management Pay Plan. The salary for the new classification shall be set consistent with County policies, subject to State collective bargaining requirements.

## ARTICLE 2 - ASSOCIATION SECURITY

### 2.1 MEMBERSHIP

Employees covered by this Agreement shall have the right to become and remain a member of the Association and pay the initiation fee and periodic membership dues uniformly levied against all Association members.

The Association shall be responsible for notifying new employees of membership dues payment, obtaining authorization cards for payroll deductions, and collecting any delinquent charges.

The County shall retain the sole right to select new employees and the Association agrees to accept employees as members without discrimination as defined in Article 6.1, Nondiscrimination.



## **2.2 DUES DEDUCTION**

The County will provide for payroll deduction of Association fees upon authorization by the employee. Payroll deduction authorization cards must be received by the County department by the fifteenth (15th) day of the month to be recognized as effective for that month. The County will transmit to the designated Officer of the Association the total amount so deducted together with the list of names of the employees from whose pay deductions were made. The Employer will honor each employee's authorization for payroll deduction received under this provision unless it has been revoked by written notice to the Employer. Revocations will be processed in accordance with the terms of the authorization card, including reasonable notification periods of up to sixty (60) days. The Employer will advise the Association in writing of the receipt of any written notice revoking an authorization, listing the name of the employee and date of receipt. All refunds of such deductions which may be required to be made to any employees shall be made by the Association.

The Association shall indemnify the Employer and hold the Employer harmless from any and all claims, demands, complaints, causes of action, or liability, including legal fees and costs, against the Employer arising out of acts or omissions of the Association, and for action taken by the Employer in reliance on information from the Association or language of a deduction authorization card.

## **2.3 BARGAINING UNIT ROSTER**

List of Officers: The Association agrees to supply the Employer with lists of officers of the Association and representatives and to keep such lists current. The Employer will recognize the officers and representatives after receipt in writing by the Sheriff of Thurston County and Human Resources.

Association Members: The Employer shall provide the Association with a roster of employees covered by this Agreement on a monthly basis. The roster shall include name, address, salary, job title, hire date and termination date.

## **2.4 NONDISCRIMINATION – ASSOCIATION ACTIVITY**

All employees in the bargaining unit have the right, and shall be protected in the exercise of such right, to join and participate in the Association. In the exercise of this right, employees and employees' representative shall be free from discrimination and reprisal.

# **ARTICLE 3 – ASSOCIATION/EMPLOYER RELATIONS**

## **3.1 ASSOCIATION ACCESS**

The Association's authorized staff representatives shall have access to the Employer's premises where employees covered by this Agreement are working for the purpose of investigating grievances and contract compliance, after notifying the Employer. Access for other purposes shall

not be unreasonably denied by the Employer. Such visits shall not interfere with or disturb employees in the performance of their work during working hours.

### **3.2 FACILITY USE**

The Association shall be permitted to use designated premises of the Employer for meetings of the local unit, with or without Association staff present, provided sufficient advance request for meeting facilities is made to the Employer (Sheriff or Human Resources or designee), such is not disruptive to operations and space is available.

### **3.3 ASSOCIATION REPRESENTATIVES**

Members of the bargaining unit selected to serve as authorized representatives of the Association shall be certified in writing to the County. Except as provided herein, each representative will be expected to perform his or her duties as a representative of the Association on his or her own time. However, it is recognized that from time to time, it will be necessary for Association activities relating to the investigation and processing of complaints, disputes and grievances to be conducted during working hours. Association representatives shall be allowed reasonable time to investigate and process such disputes and grievances during working hours when permission has been granted by the appropriate supervisor. Such permission shall be granted unless the Association representative or grievant are involved in a work activity requiring their immediate attention, in which case permission will be granted as soon as practical.

### **3.4 ORIENTATION**

The Employer agrees to notify the Association Attorney and Association President of any new positions and new employees in the bargaining unit. As Association representative shall, with no loss of pay, be allowed 30-minutes to provide each new bargaining unit employee an Association orientation.

### **3.5 BULLETIN BOARDS**

The County shall provide suitable space for an Association bulletin board on its premises.

### **3.6 CONTRACT DISTRIBUTION**

The County shall distribute one (1) copy of this Agreement to each current employee in the bargaining unit and to each newly hired employee in the bargaining unit.

### **3.7 NEGOTIATIONS RELEASE TIME**

The Association negotiating team shall be permitted to attend negotiating meetings with the County without loss of pay relative to securing contract renewal to the extent that such meetings are scheduled during duty hours of the members so attending and minimum staffing levels are maintained. In no case shall more than four (4) on-duty personnel attend such negotiating sessions.

Off-duty personnel attending negotiating sessions shall not receive any compensation for such attendance.

### **3.8 GRIEVANCE RELEASE TIME**

Prior to any proposed investigation of a grievance (on-site or on-duty), Association representatives shall obtain permission from their and the grievant's supervisor, which will be granted unless the Association Representative or the grievant is working on something that requires immediate attention. If permission cannot be immediately granted, the Employer will arrange to allow investigation of the grievance at the earliest possible time. When it is necessary for Association Representatives to conduct Association business authorized by this Agreement in an area or on a shift other than their own, they shall notify the supervisor of that area or shift of their presence and of the nature of their business. No compensation shall be provided by the Employer for such Association activities outside the employee's work shift.

### **3.9 ASSOCIATION BUSINESS**

**Official Sheriff's Office Written Orders:** The Sheriff will furnish a copy to the Association upon request of his policies and procedures issued in writing and referred to as the "Standard Operating Procedures (SOP) Manual(s)." In addition, the County agrees to furnish the Association with a written notice of the County's intention to make changes in SOP manual(s) that would directly and adversely affect the working conditions of employees.

To the extent required pursuant to RCW 41.56 et seq., should the Association desire to meet and bargain regarding such change(s), it shall notify the County, in writing, within ten (10) days. Nothing herein shall restrict the Sheriff's Office from immediately promulgating emergency policies and procedures, which may then be subject to bargaining if so requested, in writing, by the Association.

If the Association desires to meet and bargain regarding any change(s), bargaining shall commence within ten (10) days of the Association's written demand-to-bargain. The parties agree that bargaining shall occur for no more than thirty (30) days. If no agreement has been reached after thirty (30) days, the parties shall automatically proceed to impasse and arbitration pursuant to Step 4 of Article 19 of this Agreement.

Major policy manual revisions, i.e. conversion to the Lexipol policy system, shall be carried out over a timetable independently arranged between the Association and the Sheriff with the understanding that such policies may be subject to bargaining.

**Association Business Leaves:** Employees may request other leave (paid or unpaid) to represent the Association at conferences. Such other leave requests shall be reviewed consistent with procedures and criteria for other leaves of absence and approved or denied at the discretion of the Sheriff or his/her designee.

Association officers requesting paid or unpaid leave pursuant to this Section shall submit a written request for such leave to the Sheriff or his/her designee as far in advance as practical.

**Monthly Association Meeting:** The general Association Meeting may be held on County time each month, not to exceed one (1) hour, unless additional time is approved by the Sheriff. If such meeting is not held, the one (1) hour of County time allowed for this activity shall lapse.

No overtime or compensatory time will be paid for this meeting.

**General Meetings – Sheriff:** A mandatory monthly general meeting may be called by the Sheriff, to last no more than one (1) hour, and to be scheduled at reasonable times. In the event a monthly meeting is not held, the Sheriff may use the time for a subsequent meeting, to a maximum single meeting time of three (3) hours per calendar quarter. Overtime will be paid for such meetings when such attendance is mandatory and occurs outside the employee's normal work schedule.

A notice shall be posted two (2) weeks in advance of any non-emergency meeting.

Vacation, holiday and compensatory time scheduled in advance and prior to the two (2)-week notice will exempt an employee from attendance at the meeting.

### **3.10 CONFIDENTIALITY**

The County and Association recognize the interest of maintaining confidentiality of employees' personal information such as home address, home telephone number, and identity of family members. Therefore, the County and Association agree to take all reasonable lawful steps to assure confidentiality of these matters.

## **ARTICLE 4 – DEFINITIONS**

### **4.1 PROBATIONARY PERIODS**

**Purpose:** The probationary period is an integral part of the employee selection process and provides the County with an opportunity to upgrade and improve the Sheriff's Office, by observing a new employee's work, training and aiding new employees in adjustment to their positions, and by providing an opportunity to reject any employee whose work performance fails to meet required work standards. Probationary periods may be extended, whether new hire, promotional, recall or transfer, upon mutual agreement by the Association and the County.

**4.1.a New Hire Probationary Period:** Every new employee hired into the bargaining unit shall serve a probationary period of twelve (12) months from date of commission. The Association recognizes the right of the County to terminate probationary employees for any reason, which shall not be subject to the grievance procedure, and to exercise all rights not specifically modified by this Agreement with respect to such employees, including, but not limited to, the shifting of work schedules, the assignment of on-the-job training, cross-training in other classifications, the assignment to educational courses and training

programs, and the requirement that such employees attend training programs on their off-duty time for which they will be compensated on an over-time basis.

Probationary employees may be terminated at the discretion of the Sheriff whose decision shall be final and binding. Article 19, - Grievance Procedure, shall not apply to employees serving an initial probationary period concerning disciplinary actions, including involuntary termination.

**4.1.b Promotions:** Newly promoted employees shall have a twelve (12) month probationary period. If the employee is not successful during the probationary period, the employee will be returned to their formerly held position, except when the employee is terminated for just cause.

**4.1.c Recall:** Employees recalled into a position formerly held will be on probation for the period of probation remaining unserved at the time of the layoff.

**4.1.d Transfers:** Employees who transfer into the Bargaining Unit who have not previously completed probation within their new classification will serve a twelve (12) month probation period.

## **4.2 TYPES OF EMPLOYMENT**

The defining of the terms of employment is not intended to change the status quo in relation to the Reserve Deputy Program or special commissions.

### **4.2.a REGULAR FULL-TIME EMPLOYEES**

A regular full time employee works a full workweek as established in Article 5 in a regularly budgeted, on-going position. Regular employees are eligible to receive the standard benefits package as provided in this agreement.

### **4.2.b REGULAR PART-TIME EMPLOYEES**

A regular part-time employee typically works a minimum of twenty (20) hours per week but no more than forty (40) hours per week in a regularly budgeted and on-going position. Paid leaves and insurance benefits shall be prorated for regular part-time employees on the basis of FTE calculations (e.g. 20 hours a week divided by 40 hours a week ratio formula).

### **4.2.c REGULAR WITH / END DATE EMPLOYEES**

An individual may be hired into a position with an end date that has a defined term of employment and is anticipated to require more than one thousand and thirty-nine (1,039) hours in a calendar year. This position is eligible for the standard benefits package, which may be prorated to match the FTE percentage.

Any current employee who is considering accepting a position with an end date will notify his or her current appointing authority prior to accepting the position. Upon notification of the employee's intent, the appointing authority will notify the employee in writing of any return rights to his or her current position and the duration of those rights. The appointing authority will, at a minimum, place the employee on the recall list. The employee will provide a minimum of two (2) weeks' written notice to the current appointing authority prior to starting the new position.

Any employee newly hired to fill the vacancy which was created by the regular employee accepting a position with an end date, will be hired as a regular employee with an end date and that employee will cease to have employment rights upon the return of the regular employee to the former position. The employee will not be eligible for the recall list upon reaching the end of the specified term of employment.

#### **4.2.d TEMPORARY EMPLOYEES**

A temporary employee works for a specific amount of time for short-term replacement of an absent regular employee or other appropriate reason and may not exceed six hundred and ninety-three (693) accumulated hours in a fiscal year. Temporary employees do not hold bargaining unit positions and are not eligible to receive the benefits package.

#### **4.2.e NON-REGULAR EMPLOYEES**

Non-regular employees are restricted to departments that have 24-hour operations. They are used to fill in for regularly, scheduled positions or facility overflow. These positions are covered by a benefits package, which is established by this agreement.

#### **4.2.f EXTRA HELP EMPLOYEES**

An extra help employee works in a limited and temporary capacity for non-emergency situations. An extra help employee may not exceed six hundred and ninety-three (693) accumulated hours worked in a fiscal year. Former Sheriff Office employees who are not on the Eligibility List, Recall List or Lateral Entry List are eligible to work as extra help employees.

In emergency situations (threat to life, property or general welfare to the County) extra help appointments may be made which are not from employment lists, but such appointments may not continue longer than thirty (30) calendar days.

Extra help employees do not hold bargaining unit positions and are not eligible for the benefits package.

#### **4.2.g PROVISIONAL EMPLOYEES**

An employee appointed to fill a classified position pending the establishment of an eligibility list for the classification. A provisional employee may not exceed six hundred and ninety-three (693) accumulated hours worked in a fiscal year, unless appropriately extended and with the mutual agreement of the Employer and the Association.

The employer may hire provisional employees and/or reserves to perform bargaining unit work so long as they are hired for a specific time period and for the purpose of filling in for a bargaining unit employee who is on a leave of absence such as military leave, FMLA, or L & I leave. The provisional employee and/or reserve shall have their employment terminated when the bargaining unit employee returns to work. In the event the bargaining unit employee does not return to work for whatever reason, the County shall terminate the provisional/reserve upon notice that the bargaining unit employee is not returning to work. This provision is only applicable to those situations where the absence of the bargaining unit employee is temporary in nature.

## **ARTICLE 5 - HOURS OF WORK & OVERTIME**

### **5.1 WORK PERIOD**

The normal workday for Deputy Sheriffs' shall be eight (8) or more consecutive hours of work. Deputy Sheriffs' will be given a thirty (30)-minute, paid meal period at approximately mid-point of each shift, during which time they will be on-call.

The normal workday for detectives and Deputy Sheriffs assigned to the Services Bureau shall be eight (8) hours or more of work. Detectives and Deputy Sheriffs assigned to the Services Bureau will be given a paid meal at approximately the mid-point of their workday, during which time they will be on-call.

For Deputy Sheriffs' assigned to a 5/2 work schedule, the County will continue to administer the §207 (K) schedule with a twenty-eight (28) day work period creating a 171-hour overtime threshold under FLSA reporting requirements. Other work schedules will be administered consistent with the §207 (K) schedule, with an overtime threshold proportionate to 171 hours over a twenty-eight (28) day cycle, under FLSA reporting requirements. Overtime will be paid in accordance with Article 5.4.

### **5.2.a WORK SCHEDULES**

- A. **Notice.** The Employer may modify the regular workday/workweek provided that the Employer gives a minimum of two (2) weeks' written notice to the affected employees and the Association, except in an emergency or emergent situation:

#### **Emergency or Emergent Situation**

1. The Sheriff, with notice to the Association, may modify and/or adopt a work schedule for emergencies or emergent situations that may arise.
2. Emergencies or emergent situations are defined as: riots and/or public disturbances; natural or manmade disasters; staffing shortages or lack of staffing to adequately handle calls for service and/or any situation that may arise that greatly reduces the Sheriff's Office ability to respond to calls for service with appropriate staffing.

3. Emergency or emergent situation work schedules are defined below in alternative work schedules.
4. An emergency work schedule may remain in place for as long as the emergency or emergent situation exist.
5. When the emergency or emergent situation has subsided, the employees' regular work schedules will resume.

## B. Regular Work Schedules

1. **Field Operations Bureau** (Patrol) - The regular work schedule for personnel assigned as Patrol Deputies and Sergeants is the 10-40 work schedule.:

The 10-40 work schedule is based on a twenty-eight (28) day FLSA cycle. Each shift is 10.67 hours long (10 hours, 40 minutes) with a cycle of five (5) days on duty, followed by four (4) days off, then five (5) days on duty, followed by four (4) days off, then five (5) days on duty, followed by five (5) days off (5/4, 5/4, 5/5).

Shift start and stop times are as follows:

0500 hours	-	1540 hours
0800 hours	-	1840 hours
1400 hours	-	0040 hours
1820 hours	-	0500 hours
2120 hours	-	0800 hours

Personnel on this schedule will be given a thirty (30)-minute, paid meal period at approximately mid-point of each shift, during which time they will be on-call.

The Administrative Segreant assigned to Field Operations Bureau will be assigned a work schedule by the Bureau Chief or designee that is conducive to their assignment. The hours of operation will also be determined by the Bureau Chief.

2. **Support Services Bureau** (SSB) – Detectives, Deputies and Sergeants assigned to the Support Services Bureau shall be a 4-10 work schedule.

The 4-10 schedule is based on a twenty-eight (28) day FLSA cycle. Each shift is 10 hours long with a cycle of four (4) consecutive ten (10) hour days with three (3) consecutive days off, each calendar week.

Hours of work will be determined by duty assignment and unit needs.

Days off will be determined by seniority, duty assignment, and unit needs.

Detectives and Deputy Sheriffs assigned to the Services Bureau will be given a thirty (30)-minute, paid meal period at approximately mid-point of each shift, during which time they will be on-call.



3. **Lieutenants (FOB/SSB/OTHER)** – Lieutenants in FOB/Patrol, SSB/Support Services or other assignments work schedule is identified as the 4-10 work schedule.

The 4-10 schedule is based on a twenty-eight (28) day FLSA cycle. Each shift is 10 hours long with a cycle of four (4) consecutive ten (10) hour days with three (3) consecutive days off, each calendar week.

Lieutenants will be given a thirty (30)-minute, paid meal period at approximately mid-point of each shift, during which time they will be on-call.

Lieutenants assigned to 4-10 work schedule days off will be determined by seniority, work assignment and/or unit needs.

Hours of work will be determined by duty assignment and unit needs.

#### **C. Alternative Work Schedules**

1. Alternative work schedules are subject to mutual agreement and adequate personnel, except when implemented during an emergency or emergent situation.
2. Other alternative work schedules, such as 10, 11, or 12-hour shifts, may be proposed by either party and are subject to the provisions that apply to all alternative work schedules, i.e. mutual agreement, adequate staffing, etc. except in an emergency or emergent situation.

#### **5.2.b DAYLIGHT SAVINGS TIME**

Employees who are on duty when Daylight Savings Time ends in the fall will be compensated at time and one-half for the one hour of overtime created when the clocks are set back. Employees on duty in the spring, when Daylight Savings Time begins, will be required to work the additional hour or take one hour of leave for the lost hour when the clocks are set forward.

#### **5.2.c FLEX HOURS**

If mutually agreed upon by the employee and the employee's immediate supervisor, flex hours may be approved if the flex hours do not interfere with workload requirements. Flex hours shall be defined as any irregular starting or stopping time within the employee's scheduled work period (i.e. workday), and must be approved in advance. Employees working an adjusted workday must flex their hours within the same workweek.

Overtime will only accrue for the hours exceeding the adjusted schedule, or the regular work schedule as defined in Article 5.

#### **5.2.d SHIFT BIDDING**

1. The Employer, in cooperation with the Association, will continue the shift bid process for patrol deputies and patrol sergeants. Employees will be assigned the shift of choice based on

seniority and ensuring special assignments for K-9, SWAT, SRO, Metro, and Dive Team are adequately distributed across teams.

2. Shift bids for the following year will be conducted by the Association in a timely manner, but will conclude no later than the end of October of each year. The final shift bid will be presented by the Association to the Sheriff's Office at that time.
3. Trading. During the bid year shift trades shall be allowed for no more than fifty-six (56) days, with management approval obtained in advance. Shift trades that intentionally circumvent the standard seniority bidding process will not be approved.

#### **5.2.e MINIMUM STAFFING (Patrol)**

Subject to on-going evaluation and adjustment, minimum staffing levels for Patrol shifts are as follows:

Day	Supervisor and 7 deputies
Swing	Supervisor and 8 deputies
Graves	Supervisor and 7 deputies

The Sheriff's Office and the Association agree that the safety of our deputies is of the utmost importance. It is the goal of the Sheriff's Office that minimum staffing be evaluated on an on-going basis and adjusted accordingly.

#### **5.3 REST/MEAL BREAKS**

As stated in Article 5.1 and 5.2, Deputy Sheriffs will be given a thirty (30)-minute meal period at approximately mid-point of each shift. These employees will be on call during their meal period and their meal period shall be paid.

Deputy Sheriffs' assigned to Detective and Deputy Sheriffs' assigned to the Services Bureau shall receive a paid meal period at approximately mid-point of each shift.

#### **5.4 OVERTIME**

All employees shall be paid overtime at time and one-half (1 ½) their regular rate of pay for all time worked in excess of the employee's regularly scheduled shift in any one (1) twenty-four (24)-hour period with overtime compensation being paid in one (1)-minute increments. The twenty-four (24) hour period shall begin with the start of the employee's regularly scheduled shift. Overtime compensation shall not be required where two (2) shifts are worked in one (1) twenty-four (24)-hour period due to a shift change. The Sheriff shall institute a system of authorizing and directing overtime worked. Time worked, but not officially authorized, will be eligible for overtime pay and the employee who worked the unauthorized overtime may be subject to discipline.

## **5.5 OVERTIME DETAILS DURING VACATION LEAVE**

At the discretion of the Sheriff and when coverage for the vacancy is not required, employees may be allowed to take vacation and/or holiday leave to accept voluntary overtime details that occur during the employee's regular work hours. Overtime details covered by this provision result in no additional cost to the Sheriff's Office.

## **5.6 COMPENSATORY TIME**

### **A. Accrual and Rate**

It shall normally be the practice to pay overtime in money during the pay period following the pay period in which overtime is worked. However, with the mutual agreement of the employee and the Sheriff, compensatory time off may be used for overtime. Compensatory time shall be calculated at one-and-one-half (1½) times all actual hours during which compensatory time is worked.

### **B. Maximum Accrual**

Employees can accumulate up to sixty (60) hours (forty hours at one-and-one half (1 ½)) of compensatory time accrual which will be bought down by the County for those hours exceeding sixty (60) at straight time each payroll period.

### **C. Compensatory Time Annual Cash-Out**

The County shall buy down all accumulated compensatory time in excess of forty (40) hours in an employee's compensatory time accrual bank as of October 1 of each year, to be included on the October 25<sup>th</sup> paycheck.

## **5.7 MODIFIED DUTY**

Employees who are temporarily disabled due to injury may request accommodation and may be permitted or assigned to work modified duty on a temporary basis, subject to law, the availability of modified duty, the Sheriff's discretion and health care provider verification. Employees on modified duty may be placed on a 5-2 work schedule which consists of five (5) consecutive work days followed by two (2) consecutive days off and can be modified by the Sheriff upon request of the employee. Approval to carry a duty weapon and badge during modified duty will be established by a written "Letter of Reassignment," and will only be allowed when authorized by the employee's doctor. Approved use of a duty weapon while on modified duty shall be limited to situations where the employee is ordered to take action by a supervisor and/or when the employee has a reasonable expectation that failure to act could result in loss of the employee's life or another person's life.

Employees will wear business attire appropriate for the modified duty assignment (in accordance with LNI's Stay at Work program, employees receiving workers' compensation benefits may submit receipts totaling up to one hundred dollars (\$100) per month, towards the purchase of business attire. Based on individual employee needs, exceptions to the monthly limit may be considered on a case-by-case basis. In no case will the total reimbursement exceed a maximum of four hundred dollars (\$400). The reimbursement request may be submitted once at the end of the

modified duty assignment or after four (4) months, whichever is first. Only one reimbursement request may be made by the employee. The reimbursement request must be made consistent with the County's employee reimbursement policy to qualify).

## **ARTICLE 6 - EMPLOYMENT PRACTICES**

### **6.1 NONDISCRIMINATION**

The provisions of this contract shall be applied equally to all employees in the bargaining unit without discrimination as to age, sex, marital status, race, color, creed, religion, national origin, handicap status, union affiliation or political affiliation. Nothing in this section shall be construed to prohibit actions taken because of bona fide job qualifications.

Notwithstanding any other provisions of this agreement, the County may take all reasonable actions to comply with the Americans with Disabilities Act (ADA).

### **6.2 JOB POSTING/SELECTION**

Positions will be filled by the Civil Service processes and rules related to Recruitment & Eligibility, Examinations, Employment Lists and Appointments, unless otherwise modified herein.

Upon written request and demonstrated eligibility by a regular employee, the Sheriff or designee may transfer an employee from a position in one class or bureau to a class or position in another bureau or division, provided that the Employer assures that the employee has met the requirements of the Civil Service Rules. The Employer may limit the number of requests which may be honored.

### **6.3 PROMOTIONS**

All promotions within the Sheriff's Office will go to the next highest pay level within the new range, which will provide a minimum base salary increase of five percent (5%). If, at the time of the promotion, an employee is drawing on-going assignment pay and such pay would be lost as a result of the promotion, then the assignment pay will be utilized in the computation of the base salary before the calculation of the minimum five percent (5%) increase and placement upon the new range. An employee receiving a promotion or reclassification, who would have received a step increase in their old classification within twelve (12) months of their promotion or reclassification to a dollar amount higher than their new dollar amount shall receive a step increase at the time of promotion or reclassification. The new promotion or reclassification date would then be the date used for further step increases.

### **6.4 PERSONNEL FILE / POLICIES**

**Personnel Files:** All employees shall be permitted to review their own personnel file during normal business hours. Employees shall be provided one (1) copy of all documents (complimentary or derogatory) placed in their personnel file at the time the document is placed in

the file. When an employee is disciplined, only the sustained disciplinary action letter shall be placed in an employee's personnel file.

An employee may, at their request, have placed in the employee's personnel file a statement containing the employee's rebuttal to any information in their personnel file. This provision does not apply to the records of an employee relating to the 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 County shall keep the contents of employees' personnel files confidential, subject to the requirements of State and Federal law and any applicable provisions of this Agreement. The contents of the employee's personnel file and the contents of any internal investigation shall not be released unless required by State or Federal law or pursuant to the specific terms of this Agreement.

On a by-appointment basis, employees may request inspection of working files kept in their name and shall have the right to copy materials therein.

**Working Files:** Materials in the working files of supervisors, such as but not necessarily limited to notes on the performance of employees, training records, or commendations, that are twelve (12) months old shall not be used in any way to support a disciplinary or other adverse action against any employee unless the issue, alleged policy violation, problem or deficiency has been discussed with the employee by the supervisor and made a part of the employee's annual performance evaluation.

**Oral Warnings and Reprimands:** After three (3) years, records of disciplinary oral warnings or written reprimands shall not be considered for disciplinary purposes or admissible in arbitration under Article 19 for any purpose unless during the three (3) years further discipline resulted from a similar type of offense or problem as that upon which the oral warning or written reprimand was based.

**Investigative Reports:** Information relating to Internal Affairs investigations with a finding of exonerated, not sustained or unfounded may not be considered or used in support of any subsequent disciplinary action.

Employee personnel files, working files, medical records and IA files will be maintained as confidential records to the full extent allowed by law. Access to the employee's personnel file shall be limited to the employee, the employee's authorized representative, officials of the County and Sheriff's Office, and such other persons or agencies as may be allowed under State and County laws and regulations.

## **6.5 EVALUATIONS**

The purpose of evaluation is to help an employee 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:

- a) All regular employees should be formally evaluated in writing by their immediate supervisor during the probationary period and at least annually (at date of hire or a common date) thereafter.
- b) 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 / memos of concern.

Evaluation shall not, by itself, constitute disciplinary action – disciplinary action must be specifically identified as such, in writing, consistent with Article 6.6. Evaluation shall not be a basis, in and of itself, for the denial of a step increase.

Employees will be given a copy of the evaluation. Employees will be required to sign the evaluation, acknowledging its receipt. Evaluations are not grievable but may be appealed up the chain of command. Additionally or alternatively, employees may elect to provide a written response to the evaluation, which will be retained with the evaluation in the employee's personnel file.

## **6.6 DISCIPLINARY ACTION**

**Just Cause.** Disciplinary action shall be imposed upon an employee only for just cause.

In the administration of discipline, the provisions of the Sheriff's Office Policy and Procedure Manual shall apply unless contrary to or inconsistent with expressed language in this Agreement.

**Disciplinary Actions.** Disciplinary action shall include only the following:

- a. Oral Warning (documented);
- b. Written Reprimand;
- c. Suspension Without Pay;
- d. Demotion; or
- e. Termination.

As a separate action, disciplinary removal from a special duty assignment may also apply, depending on the individual circumstances. Disciplinary action will normally be progressive in nature, but the level of discipline administered may depend upon the seriousness of the offense.

**Association and Employee Rights.** The Association shall have the right to process any disciplinary action as a grievance through the grievance procedure, except for an oral warning which may only be grieved through Step 2 of the grievance procedure, and except for employees serving an initial probationary period who are terminated.

If the County has reason to discipline an employee, the County shall do so privately and in a manner that will not embarrass the employee before other employees or the public. The employee may waive the right to representation (provided such is in writing) and request that the Association not be given notice and participation in the disciplinary investigation and process but may modify such request at any point. By identification number, notice of the complaint and the discipline and/or outcome shall be provided to the Association legal representative. Absent such request and waiver, information and participation shall be provided to the Association as provided for herein.

The employee and the Association shall be entitled to Association representation and/or other appropriate representation at all meetings attended by the employee where discipline is being considered for that employee.

**Notice and Opportunity to Respond.** Upon reaching the conclusion that probable cause exists to discipline an employee with an oral warning (documented), written reprimand, suspension without pay, demotion, or termination, the Sheriff or his designee shall provide the employee and the Association with the following prior to the administration of discipline:

- a. The nature of the allegation(s) or charge(s) against the employee;
- b. A copy of the complaint against the employee;
- c. A copy of all materials a part of or related to the investigation upon which the allegation(s) or charge(s) are based;
- d. The directives, policies, procedures, work rules, regulations or other order of the County that allegedly was violated;
- e. What disciplinary action is being considered.

**Employee's Response.** The affected employee and the Association shall have the opportunity to respond to the allegation(s) or charge(s) orally or in writing, normally within seven (7) days of receiving the above information and materials provided by the County and to do so prior to the Pre-Disciplinary meeting.

**Pre-Disciplinary Meeting.** A formal opportunity to respond to the allegation(s) or charge(s) shall occur at a Pre-Disciplinary meeting conducted and presided over by the Sheriff or his designee, who shall have the authority to impose or to recommend the proposed disciplinary action. Reasonable advance notice of this meeting, its time and place shall be given the employee and the Association. This meeting shall be informal. The employee and the Association shall be given full opportunity to be heard, to respond to the allegation(s) or charge(s), and to have the responses considered prior to the imposition of discipline.

**County's Decision.** Within a reasonable time, but not beyond twenty (20) calendar days from the date of the Pre-Disciplinary meeting, the Sheriff or his designee shall issue a written decision imposing discipline, exonerating the employee or taking such other action deemed appropriate.

**Investigative Interviews/Internal Affairs Investigations.** The Association recognizes the Sheriff's right to implement department wide policy regarding Internal Investigations. The Sheriff will provide the Association with at least thirty (30) days notice prior to the planned implementation of this new department wide policy. Upon request, the Sheriff will bargain prior to implementation. Upon implementation, the new policy will take the place of this entire section

of this Agreement (“Investigative Interviews/Internal Affairs Investigations”) and it will no longer be applicable to this bargaining unit.

The interview of an employee concerning action(s) or inaction(s) which, if proved, could reasonably lead to disciplinary action for that employee, shall be conducted under the following conditions and procedures:

- a. The employee shall be informed in writing at a reasonable time in advance of the interview whether or not the County believes the employee is a suspect in the investigation, with a copy of the notice to the Association.

Investigations into allegations of employee misconduct shall be classified in the notice as either an “administrative review” or an “internal investigation.” For an administrative review, discipline will not be greater than a written reprimand. If notice of an internal investigation is given, the range of discipline may be any of the disciplinary actions (i.e. oral warning through termination). The notice can be amended at any time during the course of the investigation, provided that an amended notice is provided to the employee and the Association.

The outcome of administrative reviews/internal investigations shall be a finding that is categorized as either “sustained” or “not sustained.”

- b. If an employee is considered a suspect, at a reasonable time in advance of the investigative interview, the employee shall be informed in writing, with a copy to the Association, of the nature of the investigation; the specific allegations related thereto; and the policies, procedures and/or laws that form the basis for the investigation; and shall be advised that an opportunity to consult with an Association representative will be afforded prior to the interview.
- c. The requirements of a and b of this Section shall not apply if (1) the employee is under investigation for violations that are punishable as felonies or misdemeanors under law, or (2) notices to the employee would jeopardize the administrative investigation.
- d. After a complainant has been interviewed regarding an action or inaction of an employee and the County deems further investigation is necessary, the employee shall be provided a copy of the complaint as soon as practical, with a copy forwarded to the Association.
- e. The employee shall have the right to have an Association representative present during any interview which may reasonably result in disciplinary action. The opportunity to have an Association representative present at the interview or the opportunity to consult with an Association representative shall not unreasonably delay the interview. However, if the interview begins with the consent of the employee in the absence of an Association representative, but during the interview the employee concludes that assistance is required by reason of increasing seriousness of the disciplinary problem, the employee shall be allowed a reasonable time in which to obtain an Association representative.
- f. To the extent reasonably possible, all interviews under this Section shall take place at the



Sheriff's Office facilities.

- g. The County may schedule the interview outside of the employee's regular working hours. However, in that event the appropriate overtime rate and/or irregular hours payment shall be made to the employee.
- h. The employee shall be required to answer any question concerning a non-criminal matter under investigation and shall be afforded all rights and privileges to which the employee is entitled under State or Federal laws.
- i. The employee shall not be subject to abusive or offensive language or to coercion, nor shall interrogators make promises of award or threats of harm as inducements to answer questions.
- j. During an interview, the employee shall be entitled to such reasonable intermissions as the employee may request for personal physical necessities.
- k. All interviews shall be limited in scope to activities, circumstances, events and conduct that pertain to the action(s) or inaction(s) of the employee that is the subject of the investigation. Nothing in this Section shall prohibit the County from questioning the employee about information that is developed during the course of the interview.
- l. If the Sheriff's Office tape records the interview, a copy of the complete tape recorded interview of the employee, noting the length of all recess periods, shall be furnished the employee upon the employee's written request. If the interviewed employee is subsequently charged with misconduct, at the request of the employee or on its own volition, the County shall transcribe the recording and shall provide a complimentary copy to the Association on behalf of the employee.
- m. Interviews and Internal Affairs investigations shall be concluded without unreasonable delays.
- n. The employee and the Association shall be advised promptly, in writing, of the results of the investigation and what future action, if any, will be taken regarding the matter investigated.

## **6.7 BODY WORN and IN-CAR CAMERAS**

The Sheriff may implement a body worn cameras (BWC) and in-car cameras program. Implementation of the program will be in accordance with the following provisions:

- 1. BWC's should not be used to surveil employees in their routine operations.
- 2. BWC recordings may be reviewed and used under the following situations:
  - a. Probationary employees when used for training and assessment purposes.
  - b. Criminal investigations.
  - c. Court proceedings.

- d. Investigations into allegations and complaints against a deputy.
3. Employees may review BWC and in-car video prior to making a statement or preparing a report. Deputies are trusted to limit time spent reviewing to critical incidents, criminal investigations, and officer involved shootings, rather than routine incidents.
4. BWC recordings may be subject to release if required by public records laws, to comply with judicial or other legal requirements, or at the discretion of the Sheriff.

## **ARTICLE 7 - SENIORITY**

### **7.1 DEFINITION**

Generally, seniority shall be defined as length of continuous service in the current classification within the Sheriff's Office, including any paid leave. In case of multiple employees starting employment on the same day, seniority will be determined in the following order:

1. Lateral Deputy
2. CJTC Certified Candidate
3. Entry Level Deputy

In the case of two or more employees in the same category, seniority will be determined by entrance and ranking on the Civil Service eligibility list.

When a regular employee accepts a position with an end date that is outside of the bargaining unit, the employee will not lose his or her seniority, nor continue to accrue seniority with this bargaining unit while serving in the position with an end date. When the employee returns to the bargaining unit, the employee's seniority will be all time within the Sheriff's Office less the time spent in the new position, unless the new position is in the Sheriff's Office.

Seniority shall not be accrued while on leave of absence without pay for thirty (30) continuous days or more, excluding disciplinary suspensions, except as required by State or Federal law. The appointment date shall be adjusted for leaves of absence without pay for thirty (30) continuous days or more, except as precluded by State or Federal law, up to a maximum of six (6) months. Seniority will not be lost as a result of a lay-off of eighteen (18) months or less.

### **7.2 APPLICATION OF SENIORITY**

Seniority within classification shall be the ruling factor in cases of promotion and transfer when ability, competency and experience are equal. Lay-offs shall be by inverse order of seniority in classification unless special job skills exist. Any employees laid-off shall be given first preference based upon seniority when any jobs for which they are qualified are available within the Sheriff's Office prior to outside hiring for a period of eighteen (18) months.

In the event there is a need to fill a vacancy by assigning an employee from one (1) shift to another, the assignment will be determined by inverse order of seniority in classification if there are no volunteers for transfer.

### **7.3 PROBATIONARY PERIOD**

An employee's seniority shall be established as the initial date of hire, upon completion of the probationary period.

### **7.4 LOSS OF SENIORITY**

An employee will lose seniority rights by and/or upon:

- a. Resignation.
- b. Termination.
- c. Retirement.
- d. Layoff / Recall list of more than eighteen (18) consecutive months.
- e. Failure to respond to an offer of recall to former or comparable employment.

### **7.5 LAYOFF DEFINED**

A layoff is defined as the anticipated and on-going or prolonged reduction in the number of full-time equivalent (FTE) positions or in the number of partial FTEs within the County, Sheriff's Office or within a job classification covered by this Agreement. A reduction in force in classification may occur for reasons of lack of funds, lack of work, efficiency or reorganization. Reductions in force are identified by classification within the Sheriff's Office.

Lay-off shall be by inverse order of seniority in the classification involved according to the procedures in the Civil Service Rules and this Agreement unless special job skills exist.

### **7.6 NOTICE**

Employees affected will be given at least thirty (30) calendar days notice of the layoff. The employee shall inform the Employer within five (5) working days of the receipt of the notice of layoff of his/her intention to exercise bumping rights. When all bumping rights have been acted upon, or when someone has chosen not to act on their bumping right, the employee least senior or the employee choosing not to bump shall be the person laid off. Only one thirty (30) day notice of layoff is required, irrespective of the number of bumps.

An employee desiring to exercise bumping rights must do so by delivering written notice to the appointing authority within five (5) working days of receipt of notice of layoff. The written notice must state the proposed position to be bumped and contain a statement of the employee's qualifications for that position. Within five (5) working days of receipt of the employee's notice to exercise his bumping rights, the appointing authority shall communicate his decision to the employee as to whether the employee meets the qualifications for the position the employee has chosen to bump.

### **7.7 MEETING WITH ASSOCIATION**

The Association shall be notified of all proposed layoffs and of positions to which laid off employees may be eligible to bump.

The Association shall also be notified of any reduction in hours proposed by the Employer, including the purpose, scope, and duration of the proposed reduction. Upon the Association's request, the Employer and the Association shall meet promptly during the first two (2) weeks' of the notice period identified in Article 7.6 to discuss the reasons and the time-lines for the layoff and to review any suggestions concerning possible alternatives to layoff. Association concerns shall be considered by the Employer prior to implementation of any reduction in hours. This procedure shall not preclude the Employer from providing notice to employees or requesting volunteers to take leaves of absence without pay, provided the Employer notifies the Association of the proposed request.

## **7.8 AFFECTED GROUP**

The following procedure shall apply to any layoff:

**7.8a Affected employees:** The Employer shall first determine by job classification the number of employees or FTEs to be affected by the layoff. Provided that the employer determines that unique or specialized qualifications which are relevant to the pre-requisites of the position and the ability to perform are not overriding factors, the least senior employee by office seniority within the affected job classification shall be selected for layoff. The employee(s) holding such FTEs shall be the "affected employee(s)."

**7.8b Volunteers:** Simultaneous with implementing the provisions of the layoff procedure, the Employer may first seek, by a five (5) working day posting process, volunteers for layoff or voluntary resignation from among those employees who work within the same job classification as the affected employees. If there are more volunteers than affected employees, volunteers will be chosen by seniority. Employees who volunteer for layoff may opt for recall rights as described in this article at the time of layoff.

If there are no or insufficient volunteers within the affected job classification, the remaining affected employees who have received notice must choose promptly (within five [5] full working days of receipt of the Notice) among the layoff options set forth in Article 7.13.

**7.8c Probationary Employees:** If the number of volunteers is not sufficient to meet the announced number of necessary layoffs, and if the affected employee is a probationary employee, then that employee shall be laid off and are ineligible to select among layoff options.

## **7.9 VACANT POSITIONS**

Any employees laid-off shall be given first preference based upon office seniority when any jobs for which they are qualified are available within the Sheriff's Office prior to outside hiring for a period of eighteen (18) months.

## **7.10 SENIORITY LIST**

The County shall provide a seniority list of all employees within the bargaining unit and their date of hire to the Association president at the end of each calendar year. Any unpaid leaves of thirty (30) continuous days or more which would alter the initial date of hire for purposes of seniority will be noted.

## **7.11 ORDER OF LAYOFF**

The least senior employee within the affected job classification shall be selected for layoff. No regular employee shall be laid off while another employee in the same classification within the office is employed on a probationary, extra help or temporary basis. The hire date of probationary regular employees shall prevail over that of temporary employees. Probationary and temporary employees so displaced shall receive preference for extra help work. This provision shall apply only to the classification where the initial layoff occurs and not to the classification into which laid off employees have bumped.

## **7.12 COMPARABLE EMPLOYMENT**

For purposes of this Article, “comparable employment”, “comparable position” or vacancy shall be defined to include the same salary pay range, same educational and experience qualifications, and FTE.

## **7.13 LAYOFF OPTIONS**

Affected employees who have completed their probationary period shall have the following options:

**7.13.a Vacant Position:** On a seniority by classification basis, to assume a vacant position in the same bargaining unit, for which they are qualified. County-wide job openings will be according to the Thurston County Personnel Policies.

**7.13.b Bump:** Laid off employees, including bumped employees, shall be allowed to bump less senior employees in lower classifications or in classifications at the same range which the employees previously held. Seniority for bumping purposes includes seniority in the lower classification and all seniority in previously held higher classifications. The bump must occur within the same bargaining unit and to positions for which they are qualified. Regular employees whose hours have been reduced below thirty (30) hours per week shall have the option of either remaining in the reduced position or bumping to a lower classification or in classifications at the same range which the employees previously held for which they are qualified in the office. Part-time regular employees shall have the option of remaining in the reduced position (if above the 20 hour threshold) or bumping to a lower classification, if so qualified. Qualified shall mean having demonstrated skills and required experience to perform the job; and in case of disputes, the final decision shall be made by the appointing official. Laid off or bumped employees do not have bumping rights to other departments.

If there is no employee in the next lower classification who is less senior than the person scheduled for layoff, that person may look progressively to the next lower classification for such bumping rights.

The employee who is bumped by the affected employee shall have the same rights under this Article.

**7.13.c Recall:** If the affected employee elects not to take a vacant position, elects not to bump or cannot immediately and adequately perform the functions of the job assignment in assuming a vacant or bumped position, then that employee will be placed on the recall list and will be eligible for recall under Article 7.15.

#### **7.14 REDUCTION HOURS/FTE**

An employee subject to an involuntary reduction in their FTE may elect to accept the reduction, may bump and/or may elect to be placed on recall in accordance with Article 7.13. If the reduction results in hours less than the twenty (20) hour threshold, the reduction will be considered a position elimination and the employee shall have the right to bump or recall list.

#### **7.15 RECALL**

An employee who has been laid off shall be entitled to recall rights for a period of eighteen (18) months from the effective date of his/her layoff. If a vacancy occurs in a position, employees on the recall list shall be notified of such vacancies at the employee's address on file with the Human Resources Department by certified mail. The vacancy will be filled, in accordance with seniority, among current employees and those on the recall list. If employees on the recall list elect not to accept an offer to return to work in the former or a comparable position or fail to respond within seven (7) consecutive days of the offer of recall, they shall be considered to have terminated or abandoned their right to re-employment and relinquished all recall rights. If employees on the recall list elect not to accept an offer of a non-comparable position, they may retain their recall rights for the balance of their recall period.

Upon acceptance of an offer of recall and commencement of employment within 21 days by a qualified employee, the recall list process is fulfilled as to that vacancy.

As long as any employee remains on the recall list, the Employer shall not newly employ by hiring persons into the bargaining unit until all qualified employees holding recall rights have been offered recall, as above, to any vacant positions for which they are qualified.

It shall be the responsibility of the affected employee to provide the Employer with their current mailing address and telephone number.

A copy of the recall list shall be provided to the Association upon request.

A person on the recall list who is re-employed in a regular position with the Employer shall serve a probationary period only for the period of probation remaining unserved at the time of the layoff.

There shall be no probationary requirement for persons returning to their former position if the initial probationary period has been completed.

Employees shall not lose seniority as a result of layoff for a period of up to eighteen (18) months; provided, however, that no seniority shall be accrued during the period of layoff, or during the time of temporary employment.

#### **7.16 VACATION CASH OUT/PAY**

Any regular employee who is laid off (or terminated) shall be cashed out for any unused vacation benefits or comp time with their final paycheck to the extent of established maximums (per other Articles of this Agreement).

Sick leave balances at the date of layoff shall be restored upon re-employment with the Employer if the person is hired into a regular position from the re-call list. No sick leave shall accrue during the period of layoff. If a person on the re-call list is employed in a temporary position or in a regular position with an end date, the person may accrue sick leave at the same rate that would apply if it were a regular position. Only sick leave accrued during temporary employment or in a regular position with an end date may be used during temporary employment or while in a regular position with an end date. Sick leave accrued may be added to any existing sick leave balance if the person is hired into a regular position from the re-hire list.

Employees bumping to another position shall retain their old anniversary date for purposes of step increases. Persons re-hired to the same salary range shall be placed in their former step and time in step. The salary for temporary and provisional positions shall be determined by the Sheriff or designee.

All rights provided for in this layoff section are applicable during the eighteen (18) month period following the date of layoff unless specifically provided for otherwise. Nothing contained in this layoff section shall be construed to require the Employer to modify its position and classification structure in order to accommodate bumping or other re-employment rights.

#### **7.17 UNEMPLOYMENT CLAIMS**

If laid off employees apply for unemployment compensation benefits, the Employer will not contest the claim and will confirm that the employee was laid off.

## ARTICLE 8 – WAGES

### 8.1 WAGE SCHEDULE

A. Effective January 1, 2022, the salary rates as set forth in Appendix B for 2021 shall be increased by three and four tenths percent (3.4%) for all job classifications.

Effective January 1, 2023, the salary rates as set forth in Appendix B for 2022 shall be increased by four and one tenths percent (4.1%) for all job classifications.

Effective January 1, 2024, the salary rates as set forth in Appendix B for 2023 shall be increased by an amount equal to the Seattle-Tacoma-Bellevue April 2022 to April 2023 CPI-U, with a minimum increase of two percent (2.0%) and a maximum increase of five percent (5.0%), for all job classifications.

In addition to the wage increases specified above, employees who are actively employed by the Thurston County Sheriff's Office on October 1, 2022, shall also receive a bonus payment totaling five thousand dollars (\$5,000). The bonus will be paid in monthly amounts of \$500 (\$250 per pay period) for ten (10) months, beginning with the October 25, 2022 paycheck. Employees who leave service before receiving the final installment of the bonus shall receive a prorated amount based on their departure date.

B. The regular rate of pay for each employee will be calculated as follows, unless otherwise required by FLSA:

$$\frac{(\text{Base monthly rate} + \text{incentive and assignment pay}) \times 12}{2,080}$$

For FLSA overtime, and non-FLSA overtime the regular rate of pay will be calculated consistent with the FLSA. All paid leave shall count as hours worked for purposes of overtime determination. Overtime compensation shall not be paid more than once for the same hours under any provision of this Article, this Agreement, State or Federal law.

C. The comparable jurisdictions agreed to by the parties are Kitsap, Whatcom, Clark, Snohomish and Pierce counties. The parties recognize these comparable jurisdictions could change in the future.

### 8.2 HIRE-IN RATES

**Lateral Hires:** The Sheriff's Office may hire Deputies with prior full time paid law enforcement experience according to the following schedule:

2 years but less than 3 years	Step 2
3 years but less than 4 years	Step 3
4 years but less than 5 years	Step 4
5 years or more	Step 5



If a lateral entry candidate is thirty-one (31) days or less short of an additional year of experience, the candidate may be hired at the next step. For example, a candidate with four (4) years and eleven (11) months experience may be hired at Step 5 instead of Step 4.

To enhance the ability of the Sheriff's Office to recruit and hire highly qualified candidates, if a candidate possesses superior qualifications the Sheriff may offer the candidate up to salary Step 5, on a case-by-case basis.

Step increases shall be based on the anniversary date of the employee's time in classification. Anniversary dates that occur no later than the fifteenth (15<sup>th</sup>) of the month shall result in a step increase effective the first of the month. Anniversary dates that occur on the sixteenth (16<sup>th</sup>) of the month or later shall result in a step increase effective the first of the following month.

**Promotion:** An employee receiving a promotion or re-classification, but would have received a step increase in their old classification within twelve (12) months of their promotion or reclassification to a dollar amount higher than their new dollar amount shall receive a step increase at the time of promotion or re-classification. The new promotion or re-classification date would then be the date used for further step increases.

**Demotion:** Employees receiving a demotion will move to the previously held step in the new classification, plus any step increments the employee would have earned during the time the employee was serving in the higher classification. (Hire date for pay purposes will be hire date in prior classification.)

**Lateral:** Employees moving to a new classification where the pay scale for both classifications is equal will transfer to the same step in the new classification. (Hire date for pay purposes will be hire date in prior classification.)

### **8.3 SHIFT DIFFERENTIAL**

Not applicable to this bargaining unit.

## **ARTICLE 9 - OTHER COMPENSATION**

### **9.1 ON-CALL PAY**

Any employee assigned to standby duty shall receive twenty five percent (25%) of the employee's regular straight-time rate of pay for each hour of standby duty.

### **9.2 CALL-BACK PAY**

**Court Time:** Employees subpoenaed or otherwise directed to give evidence in a court or an administrative hearing on matters relating to the performance of their official duties, (whether in person or telephonically), on their scheduled off-hours, holidays, vacations, compensatory time

off, weekends and days off shall receive a minimum of three (3) hours at time and one-half unless the employee is notified of the cancellation or rescheduling of the hearing no later than 8 hours prior to the scheduled hearing. Employees must make written or verbal contact with the PAO at least the business day prior to appearing.

**Call-Out for Overtime:** When employees are called in for overtime work during normal off-duty hours, vacations, compensatory time off, weekends or holidays, they shall receive a minimum of three (3) hours work at time-and-one-half. Call-Out for Overtime does not apply to employees who are called in early or held past their shift. Those employees will be compensated for the actual hours worked according to Article 5.4.

When the court time or call-out occurs during a period of paid leave, the employee will be credited back an amount of leave equal to the number of hours of leave lost due to the call-out.

Telephone calls that require an off-duty employee to perform work from their residence or location where they received the call, will receive a minimum of thirty (30) minutes of overtime. Administrative calls such as inquiries as to the employee's availability for overtime, directions to report to work, or other administrative calls incidental to the deputy's employment are not compensated.

### **9.3 SPECIAL ASSIGNMENTS**

**Special Assignment Pay:** Special assignment pay shall be paid to employees hold the rank of Deputy or Sergeant who are certified by the Sheriff as having these special assignments, as follows:

The following Special Assignment Pays begins after 30-days of assignment by the Sheriff:

Detective Sergeants, and Detectives	4% of their base pay per month
Metro Deputies, Crisis Negotiators	2% of their base pay per month
Dive, K-9*, and SWAT Teams	3% of their base pay per month
Field Training Officer	3% of their base pay per month**

\*K-9 Special Assignment Pay begins 30-days after the successful completion of the basic WSPCA K-9 training program.

\*\*The Sheriff's Office will annually determine the number of required Field Training Officers for the upcoming year. Field Training Officers will be selected following an application and review process. The duration of the Field Training Officers assignment will not change once assigned. The effective date for implementation of the new structure for FTO's will be determined by the Sheriff's Office following ratification of this Agreement.

The Sheriff may remove employees from special duty assignments on a non-disciplinary basis should the need for the special duty be reduced or eliminated.

The following Special Assignment Bonuses are payable on an annual basis on the last pay period of the year (the January 10<sup>th</sup> paycheck), in addition to other Special Assignment Pays for which

the employee may be eligible. Employees eligible for more than one (1) bonus will only receive the highest one for which he or she is eligible. Eligibility is contingent upon maintaining required certification. Employees will be eligible for full payment if the assignment is for at least 4 months of the calendar year. Employees who leave service will receive a prorated portion of the bonus:

Collision Technicians	\$300 per year
Reconstructionist	\$500 per year

Effective the first month following ratification of this Agreement, the following Special Assignment Pay applies to the entire month for any month or partial month in which these duties are assigned:

Instructor	3% of their base pay for each month
Sergeants during FTO Check-Ride	3% of their base pay for each pay period
Bi-Lingual Pay	2% of their base pay for each pay period in which it is used*

Except for Instructor, Sergeants during FTO Check-Ride, Bi-Lingual Pay, and Special Assignment Bonuses, each employee is entitled to up to two (2) of such assignment pays, totaling no more than six percent (6.0%). Employees shall receive compensation for those special assignments after 30 days of such an assignment, except for Instructors who receive such pay for each month within which those duties are assigned and performed.

\*The employer shall determine the level of fluency required and the number of bi-lingual deputies needed at any given time.

In addition to the special duty assignment pay above, Deputies assigned to the K-9 unit will receive one-half hour of release time each workday for canine care, for a total of two and one-half (2.5) hours of release time per week, upon placement of the dog into the Deputy's care. Deputies assigned to the K-9 unit will also receive one-half hour at the overtime rate, for each non-workday for the purposes of canine care. When on scheduled vacation leave, required leave use will be reduced by one-half hour for each day off if the canine remains in the care of the Deputy during the vacation leave. This release time and overtime is in lieu of any additional compensation to provide canine care. Any additional time needed for canine care must be requested and approved in advance.

**Temporary Shift Supervisor:** Deputies assigned periodically to work as a shift supervisor shall receive an additional 5% per pay period for each pay period in which they are working as a shift supervisor.

**Lieutenant Incentive Pay:** Effective the first day of the first full month following complete ratification, Lieutenants will no longer be eligible for the special assignment pays listed in 9.3. Instead, all Lieutenants will receive a four percent (4%) Lieutenant Incentive Pay each month. For the period between January 1, 2022 and the first day of the first full month following complete

ratification of this Agreement, individual Lieutenants will receive a retroactive adjustment to make up the difference between assignment pay received over that period and four percent (4%).

#### **9.4 MILEAGE REIMBURSEMENT**

Reimbursement for County travel expenses shall be as provided for by current County policy and as may be amended in the future by the Board of County Commissioners. Mileage shall be reimbursed at the applicable IRS rate.

#### **9.5 UNIFORMS**

**9.5a Uniform Allowance:** Effective March 1, 2019, the cleaning allowance will be discontinued and replaced with a \$75 per month VEBA contribution, as described in Article 15.4.

All Detectives, Deputies, Sergeants and Lieutenants who wear plain clothes regularly shall receive a clothing allowance of fifty dollars (\$50.00) per month.

The County shall pay to replace soft body armor at intervals consistent with the manufacturer's instructions. The County shall issue raincoats and cell phones to all members of the bargaining unit, upon request.

The County agrees to issue a duty belt and required accessories to all new employees. Such issue shall consist of those articles that are mandated by policy which meet Sheriff's Office standards, as described in Attachment A. Articles to be included, but not limited to, are: duty belt with brass buckle, a handcuff case, a double magazine pouch, one (1) set of handcuffs, one (1) aerosol restraint case, four (4) gun belt keepers, baton holder, flashlight ring, radio holder, a duty weapon or sidearm and a holster compatible with the duty weapon or sidearm. The County shall provide nylon web gear. The County will replace provided items for current employees that are deemed unserviceable as a result of damage or normal wear with an agency approved replacement item of the type and quality issued to new employees. Items issued under this clause shall be County issued equipment and shall be returned to the County upon the employee's termination of employment.

**Quartermaster System.** Under the quartermaster system, any and all uniform items recognized and as required pursuant to Attachment A shall be provided to an employee by the County. All uniform items provided to an employee by the County shall be returned to the County upon separation from employment by an employee.

A uniforms labor-management committee will meet with the authority to revise the required uniform list as necessary and which is mutually agreeable to both parties.

**9.5b Replacement for Damaged Items:** The County will replace County equipment, uniforms and/or authorized personal items damaged or destroyed beyond normal wear and tear while on duty. Personal items will be authorized for purposes of this section if (1) the employee has notified the County, in writing, that he/she intends to carry the item on duty; and (2)

the County has given authorization to carry the item. The County shall act upon the matter within twenty one (21) calendar days from the date the personal item was brought to the County's attention. The employee shall assist the County in securing restitution or indemnification through the courts by the County.

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 employee, 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.

## **9.6 LONGEVITY**

Employees who have completed the required years of service will be provided the following longevity premiums:

### **Longevity Premium**

Completion of	3 Yrs	8 Yrs	10 Yrs	15 Yrs	20 Yrs
Years of Service	1.0%	2.0%	3.5%	4.5%	6.0%

Example: A 15-year deputy receives 4.5%. Percentages are based on actual base salary, i.e., deputy receives premium on deputy pay, sergeant premium on sergeant pay.

## **9.7 EDUCATION/PERFORMANCE INCENTIVE**

Employees who have completed their initial probationary period may be eligible for an education/performance incentive, as follows:

- Employees with an Associate's Degree from an accredited college or university will receive a two percent (2.0%) increase in compensation of their base wages paid out over each pay period.
- Employees with a Bachelor's Degree from an accredited college or university will receive a four percent (4.0%) increase in compensation of their base wages paid out over each pay period.

This incentive will be granted to eligible employees unless the employee receives an over-all unsatisfactory performance evaluation in which case the education incentive pay shall be suspended for one (1) year. After one (1) year, an over-all satisfactory performance evaluation must be received in order to re-instate the educational incentive pay.

In order to activate the educational incentive, employees who have an applicable degree must notify the Sheriff's Executive Aide. If transcripts were not provided during the hiring/background

process, the employee must have their transcripts sent in a sealed envelope to the Executive Aide of the Sheriff's Office to verify completion of their degree program. Educational/performance incentives will be included in the eligible employee's paycheck.

## **9.8 FUNERAL EXPENSES**

In the event an employee is killed in the line of duty, or dies from injuries sustained in the line of duty, the County shall pay the sum of \$10,000 toward funeral and connected expenses to his surviving spouse (or, if none, to his heirs) regardless of amounts paid from other sources.

# **ARTICLE 10 – HOLIDAYS**

## **10.1 HOLIDAYS**

The following paid legal holidays shall be observed:

New Year's Day	January 1
Martin Luther King's Birthday	3rd Monday in January
President's Day	3rd Monday in February
Memorial Day	Last Monday in May
Juneteenth	June 19
Independence Day	July 4
Labor Day	1st Monday in September
Veteran's Day	November 11
Thanksgiving Day	4th Thursday and Friday in November
Christmas Day	December 25

In addition, each employee who has completed the first six (6) months of the probationary period shall be allowed two (2) floating holidays. Provided that in the event the County designates additional paid holidays for a majority of other County employees (other than holidays contained in other Thurston County Collective Bargaining Agreements), then the additional holidays shall apply to members of this bargaining unit.

**Long-Term Service Recognition** – On January 1<sup>st</sup> of each year following attainment of their leave service anniversary date, regular employees will also receive:

- Floating Holiday (one additional) – completion of 15 years of service
- Floating Holiday (a second additional) – completion of 20 years of service
- Floating Holiday (a third additional) – completion of 25 years of service

Employees must take the floating holidays during the calendar year. If the employee timely requests to use a floating holiday and is denied by the appointing authority, the day will carry over to the next calendar year and must be used before taking a full day of annual leave.

## **10.2 RELIGIOUS HOLIDAYS**

Employees are entitled to two (2) unpaid holidays per calendar year for a reason of faith or conscience or an organized activity conducted under the auspices of a religious denomination, church, or religious organization. Employees must use their accrued vacation, holiday leave, floating holiday(s), compensatory time, leave without pay, or make alternative work schedule arrangements. Employees must request pre-approval from their supervisors. Such requests will be granted unless the employee's absence imposes an undue hardship on the employer as defined in WAC 82-56-020 or the employee is necessary to maintain public safety.

Employees may take additional religious holidays off with their supervisor's approval, through utilization of vacation, holiday leave, floating holiday(s), comp time, or by making alternative work schedule arrangements. In the event an employees who is not eligible to use accrued leave requests time off to observe a religious holiday, the Employer will consider approving leave without pay. Such requests shall not be unreasonably denied but are contingent upon operational needs.

## **10.3 HOLIDAY OBSERVANCE**

Holiday observance shall begin at 12:01 a.m. and continue for the 24-hour period of each holiday listed in Article 10.1 – Holidays.

Those employees working on a 5/2 (Monday through Friday, with Saturday/ Sunday off) schedule will follow the County day of observance for the holiday and will take the observed holiday off with pay.

For those employees on a 4-10's schedule (Monday through Thursday or Tuesday through Friday, 4-10 hour days each week) administration of holidays shall be as follows:

- a. If a recognized holiday falls on a regular day off, the employee will accrue ten (10) hours of holiday leave;
- b. If a recognized holiday falls on a regularly scheduled work day, the employee may take the holiday off with pay (no holiday leave accrues) \*or\* with prior notification to the supervisor, switch the week's regular day off to the day of the observed holiday (holiday leave will accrue).

## **10.4 HOLIDAY LEAVE & COMPENSATION – 24/7 OPERATIONS**

- A. Holiday Leave. Employees in 24/7 operations positions will receive holiday leave hours, based on the employee's schedule shift, pro-rated to match their FTE.
- B. Holiday Compensation. Employees scheduled to work on a holiday will be paid at the holiday rate of one-and-one-half (1.5x) times their base rate for all time worked during the 24-hour holiday.
- C. Overtime worked on a holiday are compensated at two and one-quarter (2.25x) times the employee's base rate.

## **10.5 HOLIDAY LEAVE**

Employees requesting holiday leave shall normally do so, in writing, in advance of the date requested. Such leave shall be subject to the approval of the Sheriff or his designee based on operation and scheduling requirements of the County. Written approval for dates requested shall be given to employees on a first come basis. A maximum of fifty-eight (58) hours of unused holiday leave will be cashed out by October 1 of each year shall be paid in full by the County into the employee's VEBA account, as described in Article 15.4. No holiday leave may be carried forward to the next year.

## **ARTICLE 11 – ALTERNATIVE LEAVE**

### **11.1 DEFINITION**

The employees of the bargaining unit have retained a traditional leave system and do not have Alternative Leave.

## **ARTICLE 12 - VACATION**

### **12.1 VACATION ACCRUAL**

Accrual of vacation time shall be as provided for below:

	Hours per Pay Period	Hours per <u>Month</u>	Hours per <u>Year</u>
During 1st year of service	4.50	9.00	108
During 2nd year of service	4.84	9.67	116
During 3rd & 4th year of service	5.17	10.33	124
During 5th & 6th year of service	5.50	11.00	132
During 7th & 8th year of service	5.84	11.67	140
During 9th & 10th year of service	6.17	12.33	148
During 11th & 12th year of service	6.50	13.00	156
During 13th & 14th year of service	6.84	13.67	164
During 15th & 16th year of service	7.17	14.33	172
During 17th & 18th year of service	7.50	15.00	180
During 19th year of service	7.84	15.67	188
20 <sup>th</sup> year of service and beyond	8.25	16.50	198

"Years of service" shall include prior public employment as a law enforcement officer, regardless of whether or not there was a break in service between the prior service and date of hire with the



County; provided the employee does not have to return to the Academy in order to obtain certification.

Leave accrues on the last day of each pay period and may not be used until the first day of the following pay period (no “negative” leave use during the pay period in which it is earned).

Employees will have vacation leave taken reflected on the time sheet and then the hours taken will be charged against the vacation leave accrual.

## **12.2 VACATION SCHEDULING**

- a. County agrees that an employee's written request to take annual vacation leave credited to the employee shall normally be honored, provided that it does not interfere with workload requirements and schedules. No employee shall be denied annual vacation leave unless on a shift-wide basis the County would be unable to meet the currently established shift minimums.
- b. Other factors being equal, employees with the greater seniority within the same job classification shall be given preference of vacation requests with the respective selections involved. For vacation purposes, seniority may be exercised one (1) time per year for one (1) continuous block of time. Should two (2) or more employees have the same date of hire within the same classification, the tie shall be broken by complying with Article 7 - Seniority.
- c. Employees who desire to take their vacation at a specific period and time shall submit their request to the Sheriff in writing prior to December 1st for the next calendar year. Subject to written modification due to workload requirements and schedules, the Sheriff will compile and publish a listing by section made up of these vacation requests by the fifteenth (15th) of December. Employees on said vacation list shall have priority and shall be granted vacation insofar as possible for the time stipulated on the listing. Should it be necessary for the County to cancel a previously scheduled vacation due to emergency workload requirements, the employee's vacation so canceled will be given priority for rescheduling, based on seniority if multiple employees' vacations are canceled for the same time.
- d. Employees who are receiving LNI benefits due to a work-related injury/illness will be allowed, at the employee's sole discretion, to cancel previously approved vacation leave if the work-related injury/illness prevents the employee from fulfilling their vacation plans.

## **12.3 VACATION PAY**

Vacation pay shall be the amount that the employee would have earned if the employee had worked their regular position during the vacation period.

Employees cannot receive vacation, sick leave or holiday pay simultaneously for the same days.

## **12.4 VACATION UPON TERMINATION**

Employees may be allowed to accumulate to a maximum of five hundred (500) hours; however, upon retirement or separation from County service, employees who have completed at least six (6) months of service, shall be paid for a maximum of two hundred and eighty (280) hours accumulated annual leave. If a current regular employee dies the entire balance of accrued vacation shall be paid to the appropriate beneficiary, but not to exceed five hundred (500) hours.

## **ARTICLE 13 - SICK LEAVE**

### **13.1 SICK LEAVE ACCRUAL**

Regular full-time employees shall accrue four (4) hours of sick leave for each completed pay period of service (8 hours per month, total). Sick leave accruals for regular part-time employees shall be calculated on a pro-rated basis. The sick leave accrual includes “Washington Paid Sick Leave” (WPSL) hours, as required by [RCW 49.46.210](#). References to “sick leave” include WPSL hours, unless otherwise specified.

### **13.2 SICK LEAVE USEAGE**

Employees will have sick leave taken reflected on the time sheet and the hours taken will be charged against the sick leave accrual. Employees may designate regular sick leave, WPSL, or a combination, at the employee’s discretion.

Sick leave with pay shall only be used in the event of illness of the employee, or illness of a member of the immediate family (as defined in Article 13.6 – Family Member) requiring the employee’s attendance.

Normally employees shall schedule doctor and dentist appointments during off duty hours. However, when impracticable to do so, employees may utilize sick leave for doctor and dentist appointments. Where an employee is injured in the performance of duties or as a result of suspect aggression, the period of time during which the employee is being treated for such injury shall count as time worked pending conclusion of treatment, admission to in-patient, release from that immediate treatment, or end of shift, whichever is later. Subsequent time off from regularly scheduled hours shall be charged to sick-time and/or referred for workers comp (see also Article 13.5)

The Association agrees to discourage any misuse of sick leave and further agrees that any employee proven to have misused sick leave shall be subject to disciplinary action. Employees are authorized to receive severance pay for accumulated sick leave at the rate of one-half of the accumulated sick leave upon retirement after five years’ service, but in no event, to exceed payment for four hundred sixty (460) hours. The sick leave cash-out shall be placed into the employee’s VEBA account described in Article 15.4. The severance pay shall only be paid if the

employee is eligible to retire under the PERS or LEOFF System, or in the event of death of the employee.

### **13.3 USE OF OTHER LEAVES FOR SICK LEAVE PURPOSES**

The Employer may allow an employee to use other types of leave in lieu of sick leave when available sick leave has been exhausted. Such leave shall be applied in the following order:

1. comp time until exhausted;
2. holiday leave until exhausted;
3. vacation leave until exhausted; and
4. then the floating holiday(s).

The floating holiday must be used in full shift increments. Exceptions to the order of other leaves used may be made to avoid the loss of the employee's holiday leave, vacation leave, or the floating holiday. In addition, an employee whose leave is covered under the FMLA may elect to reserve their comp time balance, as provided by Article 14.7.

The Employer may deny an employee's use of other leaves in lieu of sick leave if the employee has received written notice or disciplinary action for attendance problems within the last two (2) years.

### **13.4 DONATED/LEAVE SHARING**

The appointing authority may permit an employee to receive annual leave or compensatory time donated by other County employees if:

- a. the employee has a need for leave that would qualify under sick leave usage, which is of an extraordinary or severe nature and which has caused, or is likely to cause, the employee to: (1) go on leave without pay status; or (2) terminate employment; and
- b. the employee's absence and the use of shared leave are justified; and
- c. the employee has depleted or will shortly deplete his or her annual leave and sick leave reserves, floating holiday(s), compensatory time reserve and holiday bank reserve; and
- d. the employee has abided by rules regarding sick leave use; and
- e. the employee has been found to be ineligible for benefits under Chapter 51.32 RCW (Workers' Compensation) and Chapter 50A.04 RCW (Washington Paid Family & Medical Leave).

The appointing authority shall determine the amount leave, if any, which an employee may receive under this Article. The leave must be donated before it is used by the employee.

An employee who has an accrued annual leave balance of more than eighty (80) hours may transfer a specified amount of annual leave or compensatory time to another employee authorized to receive leave under this Article. In no event may an employee transfer an amount of leave that would result in an annual leave balance of fewer than eighty (80) hours.

An employee who is on leave, transferred under this Article, shall continue to be classified as a regular employee and shall receive the same treatment in respect to salary, wages, and employee benefits as the employee would normally receive if using accrued annual or sick leave.

The hours of leave transferred under this Article which remain unused shall be returned to the employee or employees who transferred the leave when the Employer finds that the leave is no longer needed or will not be needed at a future time in connection with the illness or injury for which the leave was transferred. To the extent administratively feasible, hours transferred shall be returned to the donor on a last donated, first returned basis.

This program provides for the transfer of annual leave or comp time leave on an hour-for-hour basis. No consideration will be given to the dollar value of the leave donated.

### **13.5 COORDINATION – WORKER’S COMP**

The County will provide a leave supplement for LEOFF II employees injured in the line of duty when such injury is directly related to the inherent dangers associated with employment in law enforcement, as required by RCW 41.04.500 through 41.04.535; Provided, however, that the parties agree to modify and enhance the statutory disability leave supplement as follows:

- A. The leave supplement shall go into effect when an employee becomes eligible for State worker’s compensation benefits;
- B. The leave supplement shall equal the difference between the State worker’s compensation monthly payment and the employee’s base monthly salary, after taking into consideration that disability income payments are exempt from federal income and Social Security taxes;
- C. This leave supplement shall continue as long as the employee is off work on either a full-time or part-time basis and receiving worker’s compensation benefits, but not to exceed six (6) months. If the employee is unable to return to work after six (6) months, and is still receiving worker’s compensation benefits, then the employee will use accrued sick leave, vacation, holiday leave, floating holiday, and compensatory time in accordance with Articles 14.1 and 14.6, to supplement the worker’s compensation payment up to the employee’s base salary, again taking into consideration that disability income payments are exempt from federal income and Social Security taxes.

In no event, shall the combination of Worker’s Compensation, long term disability benefit, and this Worker’s Compensation leave supplement exceed one hundred percent (100%) of the employee’s regular salary.

### **13.6 FAMILY MEMBER**

For the purpose of this Article, immediate family means any of the following:

- a. A child, including biological, adopted, or foster child, stepchild, or a child to whom the employee stands in loco parentis, is a legal guardian, or is a de facto parent, regardless of age or dependency status;
- b. A biological, adoptive, de facto, or foster parent, stepparent, or legal guardian of an employee or the employee's spouse or registered domestic partner, or a person who stood in loco parentis when the employee was a minor child;
- c. A spouse;
- d. A registered domestic partner;
- e. A grandparent;
- f. A grandchild;
- g. A sibling; or
- h. Any relative living in the employee's household.

If the Sheriff or designee finds that individual employee's circumstances warrant the use of sick leave for a person not a member of the employee's immediate family, the appointing authority may approve the use of sick leave for that circumstance.

## **ARTICLE 14 – LEAVES OF ABSENCE**

### **14.1 IN GENERAL**

Leaves of absence requests shall not be unreasonably denied. All leaves are to be requested in writing as far in advance as possible. Any employee who is absent from work without notification pursuant to Sheriff's Office policy for three (3) consecutive workdays will be considered to have abandoned his or her position and shall be subject to termination unless the employee can show good cause for the failure to notify.

As appropriate for the type of leave requested, paid leave accruals will be utilized prior to unpaid leave. While paid accruals are to be utilized first, the employee may retain a balance of up to eighty (80) hours of vacation leave time prior to the approval and utilization of unpaid leave (for periods of pre-approved leave of absence related to a legally protected leave, such as FMLA or military leave).

Leave does not accrue nor may it be used until the first day of the following pay period (no "negative" leave use during the pay period in which it is earned).

### **14.2 JURY DUTY/COURT**

The Sheriff shall allow regular employees any necessary paid leave (separate from annual leave) for jury duty. The employee shall inform the Sheriff of the notification of jury duty as soon as the employee is aware of it. The employee shall keep the Sheriff informed of the time requirements of the duty. Regular employees shall pay to the Employer any pay received for jury duty that occurs during scheduled work hours. Employees may keep the mileage reimbursement for jury duty.

### **14.3 MILITARY LEAVE**

Military leave shall be granted in accordance with applicable law. Pursuant to RCW 38.40.060, employees shall be allowed up to twenty-one (21) working days of paid military leave per year (October 1 through September 30.)

### **14.4 BEREAVEMENT**

In the event of a death in the employee's immediate family (as defined in Article 13.6), a regular employee (including probationary) shall be granted up to:

Three (3) working days' bereavement leave with pay as determined by the employee's regular schedule. Two (2) additional days of bereavement leave may be authorized by the Sheriff or designee due to reasons of travel distance (defined as in excess of two hundred fifty (250) miles each way).

The Sheriff or designee, at his or her discretion, may direct an employee to take additional sick leave due to a death in the family. If the Sheriff or designee finds that individual employee's circumstances warrant the use of bereavement leave for a person not a member of the employee's immediate family, the Sheriff or designee may approve use of bereavement leave.

### **14.5 MAINTENANCE OF SENIORITY**

During unpaid leave, an eligible regular employee shall maintain accrued leave, but shall not accrue any additional leave, consistent with Article 14.1, nor accrue seniority (while on unpaid leave of thirty (30) continuous days or more), consistent with Article 7.1. The Employer shall adjust the employee's anniversary date to reflect any period of unpaid leave of thirty (30) continuous days or more. Seniority shall continue to accrue and the employee's anniversary date shall not be adjusted for periods of protected leave, such as FMLA or military leave.

### **14.6 PERSONAL/UNPAID**

Leave of absence without pay may be granted by the appointing authority upon written application by a regular employee. Such leave without pay may be granted for a period not to exceed six (6) months. Requests for periods of unpaid leave in excess of six (6) months may be made to the Sheriff or designee. The request shall specify the dates of the leave. The Employer shall be allowed to fill the position temporarily with the understanding that the employee may return and the temporary hire will be displaced. Employees on leave without pay shall be allowed to continue insurance coverage for a period of six months through the Employer's plan by paying the premium. For insurance coverage beyond the six months, employees should contact the Employer to determine availability of insurance coverage.

As appropriate for the type of leave requested, paid leave accruals will be utilized prior to unpaid leave. While paid accruals are to be utilized first, the employee may retain a balance of up to eighty (80) hours of vacation time prior to the approval and utilization of unpaid leave for periods of legally protected leaves such as FMLA or military leave.

#### **14.7 FAMILY LEAVE – FMLA**

The Employer will grant family medical leave consistent with state and federal laws and the provisions set forth in this agreement.

Employees are eligible for family medical leave upon completion of one (1) year of employment with the Employer and have worked at least 1250 hours during the prior twelve (12) months.

Eligible employees will be provided family medical leave for any one, or a combination, of the following reasons:

14.7.a Up to twelve (12) weeks of leave per calendar year:

- For the birth or adoption of a child or placement of a foster child;
- To care for an immediate family member with a serious health condition. For the purposes of this subsection, the definition of “immediate family” will be found in Article 13, Sick Leave;
- When the employee is unable to work due to a serious health condition;
- For any qualifying exigency when a spouse, son, daughter or parent is on active duty or called to active duty status as a member of the National Guard or Reserves in support of a contingency operation.

14.7.b Up to twenty-six (26) weeks of military caregiver leave in a single twelve (12) month period:

- To care for a spouse, son, daughter, parent or nearest blood relative who is a military service member with a serious illness or injury sustained in the line of duty. Leave used to care for an injured or ill military service member, when combined with other FMLA-qualifying reasons, may not exceed a total of twenty-six (26) weeks in a single twelve (12) month period.

The Employer shall maintain the employee’s health benefits during this leave. If the employee fails to return from leave for any other reason, the Employer may recover from the employee the insurance premiums paid during any period of unpaid leave.

If a leave qualifies under both federal and state law, the leave shall run concurrently. Ordinarily, the employee must provide thirty (30) days written advance notice to the Employer when the leave is foreseeable. The employee should report qualifying events as soon as known and practicable.

The combination of FMLA and other types of leave(s) is not precluded and, in fact, leave utilizations are to be concurrent, with the intent that appropriate paid accruals are to be utilized first, consistent with other Articles of this Agreement. Upon the employee’s election, any accrued comp time may be utilized prior to any period of unpaid leave.

While paid accruals are to be utilized first and concurrently, the employee may retain a balance of up to eighty (80) hours of vacation leave time prior to the utilization of unpaid leave (for purposes of pre-approved leaves of absence).

#### **14.8 MATERNITY LEAVE**

Consistent with WAC 162-30-020(4), the Employer will grant a leave of absence for the period of temporary disability because of pregnancy or childbirth.

This leave provides female employees with the right to leave of absence during the disability phase of pregnancy and childbirth. There is no eligibility requirement, however the employer has no obligation to pay for health insurance benefits while on this leave (unless utilized concurrent with FMLA).

Leave for temporary disability due to pregnancy or childbirth will be medically verifiable. There is no limit to the length of the disability phase, except for the right for medical verification and the right of second opinion at the employer's expense. At the end of the disability leave, the employee is entitled to return to the same job or a similar job of at least the same pay. Employees must use their accrued paid vacation and sick leave, if any, during the leave period and, at their election, any accrued comp time. Once this paid leave is exhausted, the employee's leave may be switched over to unpaid leave.

#### **14.9 WASHINGTON STATE PAID FAMILY & MEDICAL LEAVE**

The parties will participate in the Washington Paid Family & Medical Leave (WAPFML) program described in RCW 50A.04. The Employer shall pay the full monthly premiums (both the Employer and employee portions) specified under the law through payroll deduction. The following will apply to employees who receive WAPFML benefits:

Employees must notify the Employer of the need for leave. Thirty (30) days' written notice in advance of the absence is required for foreseeable leave, or as soon as practicable when the leave is unforeseeable.

When WAPFML and FMLA both apply, the following requirement in Articles 14.1 and 14.6 will not apply: *"As appropriate for the type of leave requested, paid leave accruals will be utilized prior to unpaid leave. While paid accruals are to be utilized first during periods of pre-approved leaves of absence related to a legally protected leave, such as FMLA or military leave, the employee may retain a balance of up to eighty (80) hours of vacation leave time prior to the approval and utilization of unpaid leave."* Employees receiving WAPFML benefits may retain their entire accrued leave balance.

#### **14.10 INCLEMENT WEATHER**

When inclement weather or other natural disasters force closure of other Thurston County buildings, the employees of this bargaining unit are essential personnel and will report to work.



#### **14.11 CONTINUITY OF OPERATIONS**

Employees are expected to be available during emergency situations of a catastrophic nature (for example, pandemic flu) to help maintain certain essential functions that support Thurston County's infrastructure and service level. The County will make every effort to provide assistance to employees and their families to facilitate this reporting requirement. In such an event, the Sheriff's Office has the authority to reassign staff to critical services within their competency level, irrespective of bargaining unit status.

Employees temporarily reassigned during an emergency of this nature will receive out of class pay if assigned to perform duties within a higher classification. Employees assigned to perform duties within a lower classification will remain at their current salary and benefit levels.

### **ARTICLE 15 – HEALTH & WELFARE**

#### **15.1 MAINTENANCE OF BENEFIT**

The County shall pay the total amount of the premium necessary to provide medical, dental, basic life, and vision insurance coverage for regular full time employees and pro-rated for regular part time employees under the County's insurance plan(s) for the term of the agreement.

LEOFF I employees shall remain as required by statute (100% individual and 100% dependent shall be provided).

The Employer shall establish a standard medical plan or plans. The Employer will also offer a minimum of one additional medical plan, which shall be optional for employees. The Employer shall also maintain basic dental, life, and vision plans for employees. The Employer may also offer additional dental, vision, life or similar plans which shall be optional for employees.

#### **15.2 HEALTH INSURANCE**

Prior to open enrollment each year, the Employer shall designate which plan(s) shall be the standard plan(s) for the following year.

The Employer shall pay full premiums for employee coverage for medical, dental, vision, and basic life under the County's insurance plans.

The Employer shall pay one hundred (100%) of the actual dependent premium toward dependent medical, dental, and vision coverage under the insurance plans. In no event will the dollar amount paid by the County for dependent medical coverage exceed the dollar amount payable for Uniform Medical Classic. Should the PEBB no longer offer one or more of these medical plans, the parties shall meet and bargain over replacement coverage with the goal being to find the closest plan coverage at zero cost to the employee and/or the same or similar amount of contribution by the County towards the employee's full-family medical coverage.

The County shall continue to provide basic life insurance at current levels with the County paying one hundred percent (100%) of employee's life insurance and the employee paying one hundred percent (100%) for dependent life insurance.

### **15.3 SECTION 125 PLAN**

Association members may participate in any Section 125 plan which will be maintained and administered by the County.

### **15.4 VOLUNTARY EMPLOYEE BENEFICIARY ASSOCIATION (VEBA) PLAN**

The Employer agrees to establish and maintain a VEBA plan for employees in this bargaining unit. Contingent upon agreement to eliminate the cleaning allowance in Article 9.5a, effective March 1, 2019, the Employer will contribute seventy-five dollars (\$75.00), per month, to each employee's VEBA account, in addition to any other contributions described in this Agreement. The employee may access the funds in the VEBA account during employment and post-separation, consistent with the rules and fees that apply to access and usage, as determined by the VEBA provider.

### **15.5 RETIREMENT**

The Employer agrees to continue to participate in the LEOFF Retirement System and to provide a Deferred Compensation Program.

### **15.6 LIABILITY INSURANCE**

The County will continue to provide liability coverage relating to liability which may arise from official duties in which an employee may engage, while acting within his lawful scope of employment as a Thurston County law enforcement officer. Whenever possible, the County will notify the Association, in writing, prior to any changes in this coverage.

In cases of civil actions brought against employees while acting within the scope of County employment, legal representation by the County and payment of judgments shall be consistent with the policy established in Thurston County Resolution #9394.

In cases of criminal actions brought against an employee while acting within the scope of County employment, or in the event an employee is required to participate in a Coroner's inquest relating to the employee's official duties, then the employee may request representation by the County. The Prosecuting Attorney's Office shall review the request and provide a recommendation to the Board of County Commissioners. The Board of County Commissioners shall provide such representation at County expense if the employee's conduct was fully in accordance with established written rules and procedures, and the employee was acting in good faith and within the scope of employment. If at any time during the defense of an action authorized under this paragraph, the employee fails to cooperate with the Prosecuting Attorney's Office or other attorney retained by the County, or new evidence indicates that the employee was not acting according to established written rules or procedures, or in good faith, or within the scope of employment, the County may withdraw legal defense upon written notification to the employee and the Association.

## **15.7 LEGAL FEES**

The County agrees to reimburse an Association member for all reasonable, usual and customary legal fees charged by an attorney as a direct result of criminal charges or a criminal investigation arising out of the member's involvement in actions in the performance of his or her duty as a deputy sheriff.

The reimbursement will not be made if:

- a. The member is convicted by verdict or plea, or pleads no contest to criminal charges arising out of the incident; or
- b. The Sheriff's Office sustains disciplinary charges on the basis of the member's actions which formed the basis for the possible criminal liability, and the Sheriff's sustaining of the charges is upheld on any appeal of discipline.

Any reimbursement required shall be made only at the conclusion of all criminal and disciplinary proceedings against the member arising out of the incident.

To receive reimbursement under this Article, the member must select one attorney from a list of five (5) which has been mutually agreed upon by the Thurston County Deputy Sheriffs' Association and the County Prosecuting Attorney. Neither party shall unreasonably oppose the inclusion of an attorney on the list. Within sixty (60) days of the execution of this agreement, the Association shall submit to the County Prosecuting Attorney the names of the attorneys it proposes for inclusion on the list. If the County Prosecuting Attorney does not object to an attorney on the list within ten (10) working days, the attorney shall be included on the list. The names on the list shall be reviewed every six (6) months upon the request of either party. If no attorney on the list is available to represent a member, the member may obtain another attorney, and if the Association notifies the County of the selected attorney by the close of the next working day, the County shall reimburse the member for the Attorney's fees provided all other requirements of this article are met.

Before becoming obligated under this Article, the County shall be presented with a sworn affidavit by the attorney listing an hourly breakdown of time spent and describing briefly the purpose of such time. If the County in its discretion feels the charges exceed reasonable, usual and customary fees normally charged, the County may submit the bill to the Washington State Bar Association for review. The Washington State Bar Association's determination will be final and binding for the County's obligation under the Article.

The provisions of this Article shall not obligate the County for any Attorney's fees or legal representation charges incurred by the Attorney selected pursuant to this Article related to defending the Association member in Thurston County Sheriff's Office disciplinary matters, for which the Association is the exclusive representative.

The County shall not be liable for any Attorney's fees or legal representation charges incurred

under the provisions of this Article if the Association member fails to cooperate in any legal defense of the County which is deemed legally necessary as a result of the Association member's actions.

## **ARTICLE 16 – TRAINING**

### **16.1 TRAINING**

The Association and the County recognize the importance of training in promoting employee efficiency, job satisfaction and safety. It is, therefore, agreed that the County may require an employee to attend up to twenty (20) hours of in-house or satellite training during the calendar year on off-duty time. Off-duty time shall mean regular days off, vacation, comp-time leave, holiday time, or after the completion of the regular work shift. Compensation for such off-duty training shall be at the employee's overtime hourly rate of pay. Employees required to attend training during off-duty time may request an alternative day off, flex time, or the use of accrued leave to provide adequate rest time (a minimum of 8 hours) between training and scheduled shifts. Such requests will not be unreasonably denied. Denial may not be based solely on the need for additional overtime to meet minimum staffing.

### **16.2 TRAINING REIMBURSEMENT**

The hours intended to be compensated and the reimbursement for travel and expenses should be established between the employee and the respective supervisor prior to the training. If not otherwise established, reimbursement and compensable hours shall be in accordance with current FLSA and Washington State Department of Labor and Industries guidelines.

Travel costs for mileage, meals and lodging shall be reimbursed in conformance with current Employer policy.

## **ARTICLE 17 – LABOR / MANAGEMENT COMMITTEE**

### **17.1 PURPOSE OF COMMITTEE**

**Labor-Management Relations:** It is hereby agreed by the parties signatory hereto that it has been, and will continue to be, in their best interests to promote and encourage areas of understanding and cooperation in labor-management relations; promote efficiency and responsibility in the performance of the work and the accomplishment of the public purposes of Thurston County; promote procedures and methods to promptly and fairly adjust differences, misunderstandings and disputes; promote reasonable, and fair working conditions; and to encourage an environment of good will and harmony between the employer and employees for the benefit of all.

**Labor-Management Committee:** This section creates an open communication procedure for the purpose of mutual problem-solving, planning and initiating discussions regarding matters of general concern to employees of the Sheriff's Office as opposed to grievances. It is understood

that any matter which has been made the subject of a formal grievance under the terms of this Labor Agreement shall be excluded from consideration by the labor-management committee under this procedure. It is further understood that the work of the parties under this communications procedure shall in no way add to, subtract from, alter or amend the labor agreement unless reduced to writing and mutually agreed to by the parties. Either the Association or the County may initiate discussions on subjects of a general nature affecting the employees of the Sheriff's Office. The coordinators of the communication procedure will be the Association President (or his designee) and the Sheriff (or his designee). The make-up of the committee and a written agenda shall be determined at the time the parties agree to initiate discussions regarding a particular subject or matter. One Association representative shall be considered on-duty during these meetings and shall not lose time or pay and benefits for time spent in these meetings.

### **17.2 COMPOSITION OF COMMITTEE**

The Labor/Management committee shall be composed of representatives of the Employer and of the Association. Said employees shall be allowed to attend the Labor/Management meetings. Said committee shall attempt to meet for the purpose of discussing and facilitating the resolution of issues which may arise between the parties other than those for which another procedure is provided by law or other provisions of this Agreement.

### **17.3 COMPENSATION**

All meeting time spent by members of the joint Labor/Management Committee will be considered time worked if during duty hours and will be paid at the appropriate regular rate of pay.

## **ARTICLE 18 – HEALTH & SAFETY**

### **18.1 SAFE WORKPLACE**

The Employer is responsible for maintaining a safe and healthful workplace. The Employer shall comply with all federal, state, and local laws applicable to the safety and health of its employees.

Recognizing that danger is an inherent aspect of law enforcement work, employees who have a reasonable basis for believing the assignment would constitute a danger to their health and safety shall immediately contact a supervisor who shall make a final determination with regard to safety. No directive shall be delayed pending such determination.

All on-the-job injuries, no matter how slight, must be reported. Employees must immediately notify their supervisor if they are unable to work because of a work-related injury or illness.

### **18.2 HEALTH & SAFETY PLAN**

The Employer shall develop and follow written policies and procedures to deal with on-the-job safety and shall conduct an ongoing site specific safety and security plans in conformance with state and federal laws.

### **18.3 DRUG FREE WORKPLACE**

**Statement of Principle.** The County, Association, and the employees it represents, recognize that the use of drugs and alcohol which adversely effects job performance in any way constitutes a serious threat to the health and safety of the public, to the safety of fellow employees, and to the efficient operations of the Sheriff's Office.

**Prohibited Drugs and Substances.** Employees are hereby informed that drugs or substances that are prohibited by the County include:

- a. all illegal drugs under either Federal or State Law;
- b. all prescription drugs for which the employee does not have a prescription;
- c. the use of alcohol or other substances in a manner that has adverse effects on an employee's job performance.

**Preconditions to Drug Testing.** Before any employee may be tested for drugs or substances, the County's decision to do so must be based on the following:

- a. reasonable suspicion based upon objective facts and inferences drawn therefrom that an employee is engaging in the use of any prohibited drugs or substances or abuse of alcohol; or
- b. the agreement of the County, the Association and the employee to test that employee at unspecified intervals to ensure a previous problem of substance abuse has been arrested.

**Testing Mechanisms:** Drug testing mechanisms may include the radioimmunoassay (RIA) method, the thin layer chromatography (TLC) method or other methods or techniques recognized by authorities as reasonable and reliable. If an employee tests positive based upon these methods, the test shall be confirmed by gas chromatography/mass spectrometry (GS/MS) test. Drug testing shall normally be based upon urinalysis unless good cause exists for another basis for testing. Testing for alcohol or other substances may be performed by recognized methods or techniques (e.g., blood testing, breathalyzer, etc.).

### **18.4 SMOKE-FREE WORKPLACE POLICY**

Smoking is prohibited by all employees in the workplace occupied by the Sheriff's Office.

Smoking is prohibited in all county owned vehicles.

### **18.5 WORKPLACE VIOLENCE**

The employer is committed to employee health and safety. Workplace violence, including threats of violence by or against a County employee, will not be tolerated and should be immediately reported whether or not physical injury occurs except in the course and performance of law enforcement duties.

## **ARTICLE 19 – GRIEVANCE PROCEDURE**

### **19.1 GRIEVANCE DEFINED**

A grievance is defined as an alleged violation involving the application, meaning, or interpretation of the terms of this Agreement. Employees shall be safe from restraint, interference, discrimination or reprisal in the grievance process.

Crucial to the cooperative spirit with which this Agreement is made between the Association and the Employer is the sense of fairness and justice brought by the parties to the adjudication of employee grievances.

This Grievance Procedure does not preclude and, in fact, encourages the employee to attempt to discuss or resolve a dispute or complaint prior to the filing of a formal grievance. Further, in instances where a grievance is filed, it is the intent of both parties that grievances shall be settled and remedied at the lowest possible step and that all procedures set forth herein shall be complied with as expeditiously as possible.

### **19.2 COMPUTATION OF TIME**

The time limits in this Article must be adhered to unless mutually modified in writing. Days are business days, and will be counted by excluding the first day and including the last day of timelines. When the last falls on a Saturday, Sunday, or holiday, the last day will be the next day which is not a Saturday, Sunday, or holiday. Transmittal of grievances and responses will be in writing and timelines will apply to the date of receipt, not the date of postmarking. In the event email is used to serve or respond to a grievance or timeline extension request, and the email “bounces back” or is otherwise rejected by the email systems, and the bounce back will cause the parties to miss a time limit, the party sending the email must immediately send a second email (without any attachments) explaining the bounce back and also call the other party. In which case the grievance or reply may be extended until the next business day in which case the party serving the document must ensure delivery of the full grievance or reply, along with a copy of the notification that the original was bounced back. No changes shall be made to the documents after the bounce back occurs where the change would be made after the service deadline.

### **19.3 GRIEVANCE PROCEDURE**

**Step 1** When an employee or the Association believes their rights and privileges under this Agreement have been violated, the employee shall consult with an Association Representative. The aggrieved employee and the Association Representative shall, within ten (10) days of the date the grievance event occurred (or the date the employee or the Association knew or should have known about the grievable event)

present the facts in writing to the Supervisor. Within five (5) days thereafter, the Supervisor shall submit his answer to the Association Representative and the aggrieved employee in writing. In the event of a pay related issue or dispute, the grievance procedure time frames will begin at the time the grievant is informed of the action in writing by the appropriate supervisor, or the paycheck in question is received by the grievant, whichever comes first.

**Step 2** Should the Association, or a non-member of the Association grieving discipline, decide the answer of the Supervisor is unsatisfactory, the Association, or a non-member of the Association grieving discipline, shall within five (5) days submit the facts of the grievance, in writing, to the Sheriff. The parties shall arrange for a meeting between the Association Representative, or a non-member of the Association grieving discipline, and the Sheriff within five (5) days for discussion and/or negotiation of the issue. The Sheriff shall respond in writing with a decision within five (5) days of the meeting.

For grievances involving an oral or written warning, the Sheriff may designate a person at the rank of Chief or higher to hear the grievance. The Sheriff will hear all grievances involving suspensions without pay, reassignments, demotions and terminations.

**Step 3** If a matter based solely on wages or wage-related benefits is still not settled satisfactorily at either Step 1 or Step 2, within ten (10) days of the Sheriff's written decision, the written grievance shall be submitted to the Board of County Commissioners. The County Commissioners, or their designee, shall review the grievance within twenty (20) days and shall respond with a decision in writing to the Association within ten (10) days of their review.

If a matter is not based solely on wages or wage-related benefits, such as, but not limited to, grievances concerning working conditions or discipline, the matter shall bypass Step 3 and be submitted, within ten (10) days of the Sheriff's Step 2 decision, to Step 4.

**Step 4** If the matter is still not resolved at the above steps, the grievance shall be submitted, in writing, within twenty (20) days, by either party, to arbitration.

For contract-based grievances, the arbitrator shall be: (1) as agreed by the parties; (2) a PERC staff member if the parties so agree; or (3) selected from a list of seven (7) Oregon and/or Washington arbitrators provided by the Public Employment Relations Commission (PERC) in response to a written request for same by either of the parties in the event the arbitrator cannot be selected using methods (1) or (2). The parties shall alternately strike one (1) name from the list, until only one (1) name is left. If order of strike is not agreed upon, the first strike shall be determined by a flip of a coin.

For disciplinary grievances, the arbitrator will be selected by PERC.



The losing party, as determined by the arbitrator, shall pay the arbitrator's fees. Each party shall be responsible for compensating its own witnesses and representatives.

The decision of the arbitrator shall be final and binding upon the parties to the grievance, provided the arbitrator shall have no power to add to, subtract from or otherwise modify or amend any terms of this Agreement.

Any time limit identified in this grievance procedure may be waived upon mutual written agreement of the parties.

In the case of disciplinary actions grievable under the terms of this contract and appealable to the Civil Service Commission, an election of remedies shall be made prior to submission of the grievance to Step 3. An employee may elect to either pursue an appeal to the Civil Service Commission or continue with the contractual grievance procedure, but not both.

#### **19.4 EMPLOYER GRIEVANCE**

The Employer may initiate a grievance at Step 2 if the grievance is submitted in writing within ten (10) business days from the date the employer became aware or reasonably should have known that the grievance existed. The employer may not grieve the acts of individual employees, but rather, only orchestrated acts or actions of authorized representatives believed to be in conflict with this Agreement. Such grievances are not eligible for Step 4.

Such grievances may be referred to mediation services by mutual agreement.

#### **19.5 SCHEDULE OF MEETINGS**

Upon request, and without unnecessary delay, an Association Representative's immediate supervisor or designee shall allow the Representative during normal work hours without loss of pay, reasonable time to:

1. Investigate any grievance or dispute so that same can be properly presented in accordance with the grievance procedure.
2. Attend meetings with the Employer representatives when such meetings are necessary to adjust grievances or disputes. Meetings with designated personnel will be by appointment and held without delay when possible.
3. Confer with a staff representative of the Association and/or employees on Employer premises, at such time and places as may be authorized by the Sheriff or designee in advance of the intended meetings.

For the purposes of Article 3.3, obtaining coverage to insure minimum staffing levels shall not be considered an unnecessary delay. The Employer shall not be obligated to provide coverage immediately if the use of overtime is the only means of providing that coverage.

## **ARTICLE 20 – NO STRIKE / NO LOCKOUT**

### **20.1 NO STRIKE / NO LOCKOUT**

The Association and its members, as individuals or as a group, will not initiate, cause, permit or participate or join in any strike, work stoppage or slowdown, picketing or any other restriction of work at any location in the County. Employees in the bargaining unit, while acting in the course of their employment, shall not honor any picket line established in the County by the Association or any other labor organization when called upon to cross such picket line in the line of duty. Disciplinary action, including discharge, may be taken by the County against any employee or employees engaged in a violation of this Article. Such disciplinary action may be undertaken at the option of the County and shall not preclude or restrict recourse to any other remedies, including an action for damages, which may be available to the County.

In the event of a strike, work stoppage, slowdown, picketing, observance of a picket line or other restriction of work in any form, either on the basis of individual choice or collective employee conduct, the Association will, within one (1) hour of notification by the County, attempt to secure an orderly return to work within two (2) hours of such notification. This obligation and the obligations set forth in Section 1 above shall not be affected or limited by the subject matter involved in the dispute giving rise to the stoppage or by whether such subject matter is or is not subject to the grievance and arbitration provisions of this Agreement.

## **ARTICLE 21 - MANAGEMENT RIGHTS & RESPONSIBILITIES**

### **21.1 MANAGEMENT RIGHTS AND RESPONSIBILITIES**

- a. It is understood and agreed by the parties that the County possesses the sole right to operate the Sheriff's Office so as to carry out the statutory mandate, mission and/or goals assigned to the Office, and that all employer rights repose in the County; however, such rights must be exercised consistent with the provisions of this agreement and the County's obligation to bargain under the Public Employees Collective Bargaining Act, RCW 41.56. These County rights include, but are not limited to the following:
  - (1) To utilize personnel, methods, and means in the most appropriate and efficient manner possible.
  - (2) To manage and direct the employees of the Sheriff's Office.
  - (3) To hire, promote, transfer, assign, train, evaluate and retain employees in positions within the Sheriff's Office.
  - (4) To establish work rules and rules of conduct.

- (5) To suspend, demote, discharge or take other appropriate disciplinary action against employees for just cause. Discipline shall continue to be subject to the grievance procedure of this Agreement as set forth in Article 19.
  - (6) To determine the size and composition of the work force and to lay off employees in the event of lack of work or funds, pursuant to Article 7.
  - (7) To determine the mission of the Sheriff's Office and the methods and means necessary to efficiently fulfill that mission.
- b. The County and Association agree that the above statement of management rights is for illustrative purposes only and is not to be construed as restrictive or interpreted so as to exclude those prerogatives not mentioned which are inherent to the County.

It is agreed and understood that the rights enumerated above are not appropriate for formal negotiation during the life of this Agreement, but the Association is not precluded from seeking review of the exercise of these rights in a particular case in discussion with the Sheriff or his designee.

## **ARTICLE 22 – GENERAL PROVISIONS**

### **22.1 CONFLICT WITH LAWS**

It is understood and agreed by the parties that this Agreement is subject to all applicable existing or future laws or regulations of the state of Washington (as amended from time to time). Wherever there is a conflict between the provisions of this agreement and any applicable law, the provisions of the law shall govern.

Where the Civil Service Rules are silent or in conflict with the provisions of this Agreement, the Collective Bargaining Agreement shall govern.

The parties agree to immediately negotiate a substitute, if possible, for the invalidated section or portion thereof.

## ARTICLE 23 – LIFE OF AGREEMENT

### 23.1 LIFE OF AGREEMENT

This Agreement shall be effective January 1, 2022 and shall remain in full force and effect until December 31, 2024.

#### SIGNATURES:

Association: DATED this 24<sup>th</sup> day of May 2022

Employer: DATED this 24<sup>th</sup> day of MAY 2022

#### SIGNED FOR THE ASSOCIATION:

 IP26  
TCDSA President

 43  
TCDSA Negotiating Committee

  
TCDSA Negotiating Committee

  
TCDSA Negotiating Committee

  
TCDSA Negotiating Committee

 X50  
TCDSA Negotiating Committee


  
TCDSA Attorney

#### SIGNED FOR THE EMPLOYER:

  
Thurston County Commissioner

  
Thurston County Commissioner

 5-31-22  
Thurston County Commissioner

 CO-2  
Thurston County Sheriff's Office

**Appendix “A”  
Job Classifications**

<b>Range 01</b>	<b>Deputy Sheriff</b>
<b>Range 03</b>	<b>Sergeant</b>
<b>Range 02</b>	<b>Lieutenant</b>

## Appendix “B” – 2022 & 2023 Wage Tables



### Deputy Sheriff's Association MONTHLY SALARY

Effective 01/01/2022 – 3.4% COLA

**2022**  
*deps*

TITLE	Range	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
5410 Deputy Sheriff	01	5,928	6,224	6,536	6,862	7,205	7,566
5415 Operations Sergeant	03				8,215	8,626	9,057
5420 Lieutenant	02		8,718	9,154	9,611	10,092	10,597

5/12/2022



### Deputy Sheriff's Association MONTHLY SALARY

Effective 01/01/2023 – 4.1% COLA

**2023**  
*deps*

TITLE	Range	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
5410 Deputy Sheriff	01	6,171	6,480	6,804	7,144	7,501	7,876
5415 Operations Sergeant	03				8,552	8,979	9,428
5420 Lieutenant	02		9,075	9,529	10,006	10,506	11,031

5/12/2022

Attachment A



**THURSTON COUNTY SHERIFF'S OFFICE**  
**New Hire (Entry & Lateral)**  
**Uniform/Equipment Acquisition Form**

**UNIFORM:**

- ☐ 1 Gore-Tex jacket
- ☐ 1 Campaign Hat\*
- ☐ 1 TCSO Baseball Cap
- ☐ 1 Long sleeve class A uniform shirt  
Flying Cross, silver tan, brass button ready
- ☐ 1 Class A uniform trousers  
Flying Cross, forest green w/ black commission stripe
- ☐ 2 Uniform jumpsuits (black)\*
- ☐ 1 Set brass buttons
- ☐ 1 Set collar brass
- ☐ 1 Black tie
- ☐ 1 Pair boots, Danner "Kinetic" 8" leather/nylon, Gortex, non-insulated
- ☐ 4 L/S or S/S or combo, patrol duty uniform shirts  
Blauer Super Shirts, silver tan
- ☐ 3 Pair patrol duty uniform pants (Vertex Phantom, green)
- ☐ 1 Truspec black polo shirt  
(NOTE: Separate acquisition for Color Graphics)

**LEATHER GEAR (black, basket weave):**

- ☐ 1 Pant belt w/ brass buckle
- ☐ 1 Duty belt w/ brass buckle
- ☐ 1 Holster, Level III for S&W M&P 9mm
- ☐ 1 Double magazine pouch for S&W M&P 9mm
- ☐ 1 Handcuff case (2 single cuffs or 1 double cuff)
- ☐ 1 Set, belt keepers (4)

- ☐ 1 OC holder (optional)
- ☐ 1 Radio holder
- ☐ 1 ASP holder (optional)
- ☐ 1 Taser holster

**NYLON GEAR (black):**

- ☐ 1 Pant belt
- ☐ 1 Duty belt
- ☐ 1 Holster, Level III for S&W M&P 9mm
- ☐ 1 Double magazine pouch for S&W M&P 9mm
- ☐ 1 Handcuff case (2 single cuffs or 1 double cuff)
- ☐ 1 Set of belt keepers (4)
- ☐ 1 Taser holster
- ☐ 1 OC holder (optional)
- ☐ 1 Radio holder
- ☐ 1 ASP holder (optional)

**EQUIPMENT:**

- ☐ 1 Baton (ASP 21" or 26") (optional)
- ☐ 2 Sets handcuffs
- ☐ 1 Body armor (Falcon IIIA body armor, 2 carriers, and Spartan hard trauma plate IIIA 5"x8")

**ACADEMY ITEMS: (Entry Level Deputies Only)**

- ☐ 2 Blue button-up academy shirts
- ☐ 3 Pair academy pants (5.11)
- ☐ 3 White t-shirts – (last name on front and back)
- ☐ 2 Pair navy blue sweat shirts – (last name on front and back)
- ☐ 1 Pair navy blue sweat pants
- ☐ 2 pair blue shorts



**EXTERNAL VEST & DROP HOLSTER:<sup>1</sup> (Upon Successful Completion of Probation)\* *Note: Pouches for External Vests will be Tactical Tailor LE Pouches (max. of 6)***

- ☐ 1 external vest carrier (Safariland, Bothell City Style, black)
- ☐ 3 Blauer Armorskin shirts; choice of L/S, S/S or combo (silver tan)
- ☐ 2 Single handcuff pouches
- ☐ 1 Double handcuff pouch
- ☐ 1 Double pistol magazine pouch (horizontal or vertical w/snap)
- ☐ 1 Single rifle magazine pouch
- ☐ 1 Radio holder
- ☐ 1 Baton / flashlight holder (small)
- ☐ 1 Glove pouch
- ☐ 1 OC holder (large)
- ☐ 1 Tourniquet holder
- ☐ 1 Double Magna magazine combo holder  
(holds one rifle magazine, two handgun magazines, and Taser)
- ☐ 1 Flashlight holder
- ☐ 1 Drop holster leg shroud (single or double leg strap)\*  
No more than 6" drop (NOTE: Nylon duty holster will be transferred to new shroud.)

**\*Indicates that these items will not be purchased by TCSO until the Deputy has successfully completed their probationary period.**

**VENDORS:**

- |  |  |
|--|--|
| <input type="checkbox"/> BLUMENTHAL UNIFORM CO.<br>21621 Pacific Hwy S.<br>Des Moines, WA 98198<br>FAX: 206 878-5922<br>Office: 1-800-495-6265<br>Office: 206 878-5477 | <input type="checkbox"/> CURTIS BLUE LINE<br>6507 S. 208 <sup>th</sup> St.<br>Kent, WA 98032<br>Office #253-566-2686<br>TCSO Rep. Bob Idle<br>#206-799-0957 (Cell) |
|--|--|

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<sup>1</sup> Effective June 8, 2017, the parties agree to include exterior vest carriers and drop down holsters in lieu of the internal vest carrier. For existing employees, issuance of the new equipment will occur upon expiration of the individual employee's current equipment. Employees may choose to purchase an exterior vest carrier before expiration of their current equipment at the employee's own expense. Exterior vests will not be worn with Class A/B uniforms.

**OPTIONAL ITEMS AUTHORIZED: (Personal Expense)**

- ☐ 2 long sleeve white t-shirts
- ☐ Mouthpiece (strapless/boil and bite is sufficient)
- ☐ Wrestling Shoes
- ☐ MMA Gloves
- ☐ Patrol/Duty gloves or non-padded bag gloves

## MOU Take Home Vehicles (Updated)

### MEMORANDUM OF UNDERSTANDING

By and between  
Thurston County and the Thurston County Sheriff's Office  
And the  
Thurston County Deputy Sheriffs' Association  
Representing Thurston County Deputy Sheriffs' Personnel

#### Re: Out of County Take Home Cars, Updated March 2022

This memorandum of understanding is entered into to establish parameters regarding the use of take-home cars for employees who reside outside of Thurston County. As such, the Sheriff's Office has determined that a thirty(30) mile limit beyond Thurston County borders is reasonable. This is due in part to rising vehicle fuel and maintenance costs, the cost to Thurston County taxpayers and state audits. The increase to thirty(30) miles is to recognize the increased cost of housing in Thurston County.

Therefore, the parties agree as follows:

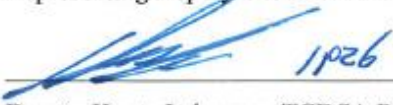
1. New Hires: Entry-level (including Certified Peace Officer level) probationary employees are not allowed to take home their assigned vehicle until released from their Field Training Program for solo patrol. Lateral entry hires and non-probationary employees are allowed to take home their assigned vehicle if they reside within thirty(30) miles of Thurston County limits. If an employee resides over thirty (30) miles of Thurston County limits, the employee will park and secure the assigned vehicle at a location within Thurston County as specified by the Sheriff or designee.
2. Current non-probationary employees who were assigned a vehicle prior to implementation of the original MOU on this topic (March 2007) may continue to take their vehicle home until their current residence changes. If the employee changes residence, the thirty (30) mile requirement will be waived only if the employee's new residence is the same number or fewer miles outside of Thurston County than the previous residence.
3. If a dispute arises over the thirty (30) mile determination, the Sheriff or designee will make the final decision as to whether or not the thirty(30) mile requirement is met.

Agreed to on this 7 day of MARCH, 2022.

Thurston County & Sheriff's Office

  
\_\_\_\_\_  
Ray Brady, Undersheriff

Thurston County Deputy Sheriffs' Assoc.,  
Representing Deputy Sheriffs' Personnel:

  
\_\_\_\_\_  
Deputy Knute Lehmann, TCDSA President

## MOU - Implementation of a Certified Acting Supervisor (CAS) Patrol Deputy Program

**Memorandum of Understanding  
By and Between  
Thurston County,  
The Thurston County Sheriff's Office, and  
The Thurston County Deputy Sheriffs' Association**

### RE: Implementation of a Certified Acting Supervisor (CAS) Patrol Deputy Program

Negotiations of the successor to the 2019-2021 collective bargaining agreement between the above listed parties included discussion of the existing "Acting Supervisors MOU." The MOU describes a program whose goal is a group of trained Deputies who could successfully fulfill acting supervisor assignments. Due to a variety of challenges, the existing MOU has never been fully implemented as intended. Therefore, the parties have entered into a new agreement, as follows:

#### Agreement:

1. The existing "Acting Supervisor" MOU will be eliminated.
2. The parties commit to working out a successor MOU to describe a "Certified Acting Supervisor" (CAS) program. The program will include, at a minimum, the following items:
  - a. A training program to prepare qualified Deputies to assume the role of acting supervisor;
  - b. A set of criteria for who can access the training program;
  - c. Compensation for CAS's of five percent (5%), based on the regular rate of pay, for the duration of the acting supervisor assignment. This will be paid in addition to any other specialty pay the employee may receive.
3. The CAS program is primarily intended for longer term temporary supervisory assignments. The existing provision in Article 9.3, "Temporary Shift Supervisors," will continue to apply to temporary shift coverage needs and may be assigned to employees regardless of individual CAS status.
4. There is no specific timeframe for accomplishing implementation of the CAS program, however both parties are committed to working in good faith towards this goal in a timely manner.

By the signatures below, the parties acknowledge their understanding and acceptance of this agreement.

Signed and dated this 25<sup>th</sup> day of JUNE, 2022.

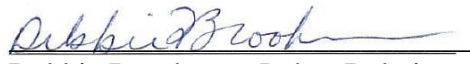
For the Sheriff's Office:

  
\_\_\_\_\_  
Ray Brady, Undersheriff

For the Association:

  
\_\_\_\_\_  
Knute Lehmann, Association President

For the County:

  
Debbie Brookman, Labor Relations/HR

  
Jim David, Association Attorney

**MOU - Compensatory Time Cash-Out for Implementation of New Payroll System**

**Memorandum of Understanding  
By and Between  
Thurston County,  
The Thurston County Sheriff's Office, and  
The Thurston County Deputy Sheriffs' Association**

**RE: Compensatory Time Cash-Out for Implementation of New Payroll System**

Negotiations of the successor to the 2019-2021 collective bargaining agreement between the above listed parties included discussion of the up-coming implementation of a new payroll system. To facilitate implementation, the parties agreed to a one-time cash-out of all accrued compensatory time. The agreement is as follows:

*Prior to implementation of the new payroll system, all employees will receive at least ninety (90) days advance notice that any remaining compensatory time balances will be cashed out, if not used as leave. This cash-out is required to facilitate implementation of the new payroll system.*

*Upon cashing out of the final compensatory time balances, the employees will be allowed to accrue compensatory time as provided by the provisions of Article 5.5, effective with the next pay period after cashing out the balance.*

By the signatures below, the parties acknowledge their understanding and acceptance of this agreement.

Signed and dated this 2<sup>nd</sup> day of JUNE, 2022.


For the County:

  
\_\_\_\_\_  
Maria Aponte, Director  
Human Resources

For the Union:

  
\_\_\_\_\_  
Knute Lehmann, Association President

For the Sheriff's Office:

  
\_\_\_\_\_  
Ray Brady, Undersheriff

  
\_\_\_\_\_  
Jim David, WAFOP/Association Attorney