

Memorandum of Understanding

By and Between

Thurston County,

The Thurston County Sheriff's Office, and

The Thurston County Deputy Sheriff's Association

RE: Domestic Violence accounts for a significant portion of the Sheriff's Office call volume and investigatory resources as we work to protect victims and hold offenders accountable. General patrol deputies regularly handle high-lethality domestic violence calls from start to finish. In an effort to resource our deputies, build sustainable community partnerships and effectively respond to domestic violence in our community, we are creating the specialty of "Domestic Violence Specialist". This will be accomplished by appointing Domestic Violence Instructors who will then transition into the "Specialist" role given the terms listed in this Memorandum of Understanding.

Agreement

1. Upon signature of this document, deputies selected as "Domestic Violence Instructor/Specialists" shall participate in regular multi-disciplinary meetings; attend the latest domestic violence trainings; become instructors for our deputies at in-service training; and partner with local domestic violence shelters, assistance programs and victim advocate groups. These requirements will be met outside of normally scheduled hours and compensated at the overtime rate. These requirements may be met during regularly scheduled hours with the approval of the on-duty supervisor if patrol staffing remains at or above minimum staffing levels during that time. If that cannot be accomplished, the scheduled patrol shift shall take priority.
2. Upon selection of the candidates for this position, those individuals will serve in this role strictly as Domestic Violence Instructors. They will be expected to meet the requirements listed above during off hours at the overtime rate. The individuals will only instruct as needed for the department until September 1st, 2024, and be compensated at the agreed-upon rate, per the CBA for the time/classes they instruct in this capacity. (3% for the month they instruct within).
3. Starting September 1st, 2024, Deputies that have been selected and holding the role of Domestic Violence Instructor will immediately transfer to the role of Domestic Violence Specialists and be removed from patrol minimum staffing requirements. They will be expected to work a currently authorized schedule per the CBA (4/10s or 5/10:40's). Understanding that the needs of the position could necessitate the need for a schedule that is not currently authorized, a new schedule that is specific to this position only, may be agreed upon through negotiations with the Sheriff's Office and TCDSA if it still meets requirements of FLSA laws.
4. September 1st, 2024, Domestic Violence Specialists shall be expected to investigate Domestic Violence-related incidents that are dispatched to patrol deputies, as they are available. Domestic Violence Specialists should respond to Domestic Violence Incidents with an emphasis on high-lethality that may contain the element of power and control,

when dispatched or have been found to occur through the initial responding deputy investigation.

5. September 1st, 2024, Domestic Violence Specialists may be called out to handle domestic violence incidents at the discretion of the on-duty patrol supervisor.
6. September 1, 2024, Domestic Violence Specialists shall be paid a specialty pay at a rate of 4% of their base wages. Specialty assignment will begin 30 days after the transition from Instructor to Specialist and the employee will be eligible for an additional assignment with specialty pay (not to total more than 6%). The Sheriff's Office will absorb this cost and the expenditures will not exceed \$10,000.
7. The position will rotate every four (4) years. The Sheriff reserves the right to implement a special needs clause to this position due to need(s), circumstances, reason(s), or exigency surrounding this assignment and the immediate need of the Sheriff's Office. This special needs clause would allow the Sheriff's Office to extend an individual in this position for a specific time agreed upon by the Sheriff's Office and TCDSA. Further, an employee may be removed from the position on a non-disciplinary basis.
8. This is a pilot program and a quarterly review of progress, effectiveness and sustainability will be held. A final assessment of the program and determination of continuation will take place on December 31, 2024. This is not precedent-setting and may be dismantled at any point in time at the discretion of the Sheriff. TCDSA reserves the right to request the redesign or termination of this specialty if believed the desired results are not met and outcomes are not beneficial to the Association or its members.
9. Domestic Violence Instructors may transition to Domestic Violence Specialists before September 1st, 2024 if mutually agreed upon between the Sheriff's Office and TCDSA.
10. It is understood that this "Instructor" position is only being created at this point and time to help build and create the Domestic Violence Specialists position. Once the Instructors selected move into their role of Specialists, it is understood that they will then inherit the "Instructor" role and continue to provide instruction as part of their regular duties in this specialty. The Domestic Violence Instructor position will not continue past the September 1st, 2024 timeline set in this MOU.

By the signatures below, the parties acknowledge their understanding and acceptance of this agreement. This is an ongoing agreement as specified above.

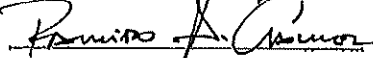
Signed and dated this 3rd day of August 2023.

For the Sheriff's Office:



Dave Pearsall, Undersheriff

For Thurston County:

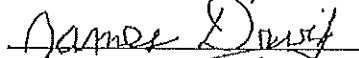


Ramiro Chavez, County Manager

For the Association:



Knute Lehmann III, Association President



Jim David, Association President