

**WHATCOM COUNTY CONTRACT
INFORMATION SHEET**

Whatcom County Contract No.
202304030

| | |
|---|---|
| Originating Department: | Administrative Services |
| Division/Program: <i>(i.e. Dept. Division and Program)</i> | Human Resources (HR) |
| Contract or Grant Administrator: | Donnie LaPlante |
| Contractor's / Agency Name: | Teamsters Local 231 - Corrections Deputies and Sergeants |
| Is this a New Contract? If not, is this an Amendment or Renewal to an Existing Contract? Yes <input type="radio"/> No <input checked="" type="radio"/> | |
| Yes <input checked="" type="radio"/> No <input type="radio"/> If Amendment or Renewal, (per WCC 3.08.100 (a)) Original Contract #: 201911022 | |
| Does contract require Council Approval? Yes <input checked="" type="radio"/> No <input type="radio"/> If No, include WCC: _____ | |
| Already approved? Council Approved Date: _____ (Exclusions see: Whatcom County Codes 3.06.010, 3.08.090 and 3.08.100) | |
| Is this a grant agreement? | |
| Yes <input type="radio"/> No <input checked="" type="radio"/> If yes, grantor agency contract number(s): _____ CFDA#: _____ | |
| Is this contract grant funded? | |
| Yes <input type="radio"/> No <input checked="" type="radio"/> If yes, Whatcom County grant contract number(s): _____ | |
| Is this contract the result of a RFP or Bid process? | |
| Yes <input type="radio"/> No <input checked="" type="radio"/> If yes, RFP and Bid number(s): _____ Contract Cost Center: _____ | |
| Is this agreement excluded from E-Verify? No <input type="radio"/> Yes <input checked="" type="radio"/> If no, include Attachment D Contractor Declaration form. | |
| If YES, indicate exclusion(s) below: | |
| <input checked="" type="checkbox"/> Professional services agreement for certified/licensed professional. <input type="checkbox"/> Goods and services provided due to an emergency | |
| <input type="checkbox"/> Contract work is for less than \$100,000. <input type="checkbox"/> Contract for Commercial off the shelf items (COTS). | |
| <input type="checkbox"/> Contract work is for less than 120 days. <input type="checkbox"/> Work related subcontract less than \$25,000. | |
| <input type="checkbox"/> Interlocal Agreement (between Governments). <input type="checkbox"/> Public Works - Local Agency/Federally Funded FHWA. | |
| Contract Amount:(sum of original contract amount and any prior amendments): \$ _____ This Amendment Amount: \$ _____ Total Amended Amount: \$ _____ | Council approval required for; all property leases, contracts or bid awards exceeding \$40,000 , and professional service contract amendments that have an increase greater than \$10,000 or 10% of contract amount, whichever is greater, except when: <ol style="list-style-type: none"> 1. Exercising an option contained in a contract previously approved by the council. 2. Contract is for design, construction, r-o-w acquisition, prof. services, or other capital costs approved by council in a capital budget appropriation ordinance. 3. Bid or award is for supplies. 4. Equipment is included in Exhibit "B" of the Budget Ordinance. 5. Contract is for manufacturer's technical support and hardware maintenance of electronic systems and/or technical support and software maintenance from the developer of proprietary software currently used by Whatcom County. |
| Summary of Scope: | |
| 2023-2025 Collective Bargaining Agreement between Whatcom County and Teamsters Local 231 – Corrections Deputies and Sergeants | |
| Term of Contract: Three years | Expiration Date: 12/31/2025 |

| | | |
|-------------------|---|----------------------|
| Contract Routing: | 1. Prepared by: <u>Donnie LaPlante</u> | Date: <u>3/11/22</u> |
| | 2. Attorney signoff: <u>George Roche</u> | Date: _____ |
| | 3. AS Finance reviewed: <u>Brad Bennett</u> | Date: _____ |
| | 4. IT reviewed (if IT related): _____ | Date: _____ |
| | 5. Contractor signed: _____ | Date: _____ |
| | 6. Submitted to Exec.: <u>✓</u> | Date: <u>4/28/23</u> |
| | 7. Council approved (if necessary): _____ | Date: <u>4/11/23</u> |
| | 8. Executive signed: _____ | Date: <u>4/11/23</u> |
| | 9. Original to Council: <u>✓</u> | Date: <u>5-8-23</u> |

**WHATCOM COUNTY
ADMINISTRATIVE SERVICES**



HUMAN RESOURCES

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311 Grand Avenue, Suite #107
Bellingham, WA 98225-4038
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HR@co.whatcom.wa.us

MELISSA KEELEY
Manager

MEMO TO: County Council Members

CC: Satpal Sidhu, County Executive
Tyler Schroeder, Deputy Executive

FROM: Donnie LaPlante, Human Resources Associate Manager

DATE: March 23, 2023

SUBJECT: Teamsters Local 231 – Corrections Deputies and Sergeants Collective Bargaining Agreement 2023-2025

We are pleased to have bargained a three-year successor Collective Bargaining Agreement with the Teamsters Local 231 for Corrections Deputies and Sergeants, consistent with budget authority.

Highlights are summarized below:

Wages

2023 – 6% 2024 – 4% 2025 – 3%

Benefits

County will contribute up to an 8% increase in premiums for 2024 and 2025

Retention Bonus

\$2,000 in 2023 & 2024 and \$4,000 in 2025 for a maximum of \$8,000

Education Incentive

Bachelor – 2% Associates – 1%

Longevity

Increase between longevity steps from .8% to 1.0%

Vacation

Recognition of lateral law enforcement experience for setting starting accrual rate.

Holidays

Addition of Juneteenth

Bilingual Premium

Addition of Bilingual Premium of 2%

WHATCOM COUNTY
CONTRACT NO.
202304030

RECEIVED

APR 28 2023

WHATCOM COUNTY
EXECUTIVE'S OFFICE

**COLLECTIVE BARGAINING
AGREEMENT**

By and Between

WHATCOM COUNTY, WASHINGTON

AND

**GENERAL TEAMSTERS' LOCAL UNION NO. 231
CORRECTIONS DEPUTIES & SERGEANTS
BARGAINING UNIT**

JANUARY 1, 2023 - DECEMBER 31, 2025

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1.04a Volunteers. The use of properly trained volunteers is not prohibited by this Agreement so long as bargaining unit deputies are not supplanted. The Union may review the volunteer program regarding compliance with the foregoing and should a dispute develop, it shall be subject to Article 20 (Grievance Procedure) for resolution.

1.05 Authorized Representatives. All collective bargaining with respect to wages, hours and other working conditions of employment shall be conducted by authorized representatives of the Union and the County. It is recognized between the parties that this Agreement covers the Corrections Deputies of the Sheriff's Office for wages, working hours, schedules, benefits, and general working conditions only.

1.06 Civil Service Rules. Except where matters are covered by the express provisions of this Agreement, bargaining unit employees are subject to the rules of the Whatcom County Civil Service Commission. Any alleged violation of contractual provisions, which may also be covered by Civil Service Rules, may be adjusted either through the Civil Service appeals process or through the grievance procedure of this Agreement; provided, the filing of a Civil Service appeal, either before or after the filing of a grievance, shall constitute an election of remedies and a waiver of the employee's right to pursue the grievance or the Union's right to request the County to arbitrate the grievance. Nothing in this section shall be construed as a waiver of any right the Union may have to require the County to engage in collective bargaining on any mandatory subject of bargaining.

1.06a Promotional Exams. Matters pertaining to promotional exams are covered by the Civil Service Rules and Regulations.

ARTICLE 2 – DISCIPLINE/INTERNAL INVESTIGATIONS

2.01 Types of Discipline. Discipline is defined to include verbal reprimand, written reprimand, disciplinary transfers, suspension, demotion (loss of rank) and termination.

2.02 Discharge or Suspension. No deputy will be discharged or suspended except for just cause.

2.02a Probationary Employees. The provisions of this article shall not apply to newly hired employees serving a probationary period. Probationary employees may be disciplined or discharged without any recourse under this Agreement.

2.03 Progressive Discipline. Discipline shall be progressive in nature for similar or substantially similar violations. In some instances, based upon the nature of the offense, discipline need not be progressive. Discipline shall not be used for purposes of progressive discipline after the maximum period as set out in the chart below.

2.07c Interview. The interview of any employee during the course of an investigation that could lead to disciplinary action as defined in section 2.01 (Types of Discipline) shall be conducted under the following conditions.

2.07c(1) Interview Advisement. Interviews for employees subject to investigation shall be at a reasonable hour, preferably at a time when the employee is on duty, or during the normal waking hours for the employee, with at least two (2) hours' notice. Upon request, the employee will be granted a twenty-four (24) hour delay, unless the exigency of the investigation requires otherwise prior to the commencement of any interview pursuant to section 2.07 (Investigative Procedure). The employee shall be provided Notice using Addendum D which includes the following:

You are about to be questioned as part of an administrative investigation being conducted by the Whatcom County Sheriff's Office. You are hereby ordered to fully answer the questions that are put to you that relate to information you possess and/or your conduct and/or job performance, and to cooperate with this investigation. You are required to answer questions relating to the performance of your official duties or fitness for duties. Your failure to answer truthfully and cooperate with this investigation can be the subject of disciplinary action in and of itself, including dismissal. The statements you make or evidence gained as a result of this required cooperation may be used for administrative purposes but will not be used or introduced into evidence in a criminal proceeding.

2.07c(2) Length of Interview. An interview session shall be for a reasonable period, taking into consideration the gravity and complexity of the issue being investigated.

2.07c(3) Conduct. The employee being interviewed and the interviewer shall not be subjected to verbal abuse.

2.07c(4) No Inducements Allowed. No promise of reward shall be made as an inducement to answer any questions.

2.07c(5) Recordings. Employees shall be given reasonable notice that he/she will be interviewed as part of a Class I or Class II Administrative Investigation and they shall be informed whether or not the interview will be audio recorded. Audio recordings may be transcribed should either the County or Union request such a transcription with the cost of the transcription borne by the requesting party. The subject or witness employee shall have the opportunity to review the transcript, if transcription is requested or, if not transcribed, listen to the recording of their Interview by appointment with the Sheriff or designee. The audio recording shall be available for review by the Union or subject/witness employee for a reasonable time after all issues of the investigation have been resolved. The recording of Administrative Interviews shall not be a matter of "due process" and is ministerial in nature with no penalty for an inadvertent failure of the audio recorder attributable to any party or loss of audio recordings or recordings that didn't work, etc.

request for additional extensions. Request for extensions shall not apply to notification of the investigation (section 2.07a – Due Process).

2.07d(2) Suspension of Timeline. If an employee is investigated for suspicion of committing a criminal act, the Sheriff may suspend the investigative timeline upon notification of the Union of the criminal investigation. The investigatory timeline may be suspended until a determination is made by the prosecuting authority on the underlying allegations. If the employee is subjected to criminal prosecution, the investigative timeline may be suspended until adjudication of the allegations is completed. When the investigation is recommenced, the timeline shall start at the same point it was suspended.

2.07e Determination of Discipline. Any discipline to be taken as a result of the investigation shall be announced in writing within fifteen (15) calendar days after completion of the investigation, a copy of which will be served upon the Union.

2.07f Media Access. Without their express consent, employees under investigation shall not be subjected to visits by the press or other news media, nor shall the home address or photograph of the employee be given to the press or other news media unless ordered by the Courts or required by law.

2.07g Access to Investigatory File. When an investigation is concluded by the Sheriff, and where discipline is contemplated by the Sheriff, the employee shall be afforded the opportunity to read the investigatory file, the conclusions reached, and any recommendations made, before official action is taken by the Sheriff. The Union shall be afforded an opportunity to review and copy the file. Upon notice to the Union, the County may withhold from the employee information from, and the identity of, confidential informants and other witnesses which the County does not intend to rely; however such information shall be made available upon request of the Union for review on the same basis as if a public record request would be satisfied at the conclusion of the investigation. If there is discipline issued, and the parties disagree as to the exculpatory nature of the evidence, it will be presented *in camera* through the grievance process to the Arbitrator.

2.08 Personnel File. Employee's personnel file(s) shall be open for review by the employee provided that employees shall not have the right to review psychological evaluations, polygraph results, supervisor's notes prepared for the purpose of preparing employee's evaluations, medical records, pre-appointment interview forms or applicant background investigation documents. Employees shall be provided a copy of any material not excluded above that is placed in their personnel file at the time of submission. Employees must acknowledge receipt by signing for their copy. Employees may submit a written response, rebuttal or explanation to be included with any submission. All material, once submitted, remains a part of the permanent personnel file. The personnel file shall be considered the official record of an employee's service. Employees shall be provided a copy of all material in their personnel file, upon request and except as noted above, shall have the right to attach statements in rebuttal or explanation.

2.09 Advance Notice of Public Disclosure Request. The County shall provide the employee at least seventy-two (72) hours (three business days) advance notice prior

than fifteen minutes with two break periods during an 8-hour shift and three break periods during a 12-hour shift.

3.02 Staffing Imperatives. The Parties recognize there are staffing requirements necessitated by staffing imperatives (i.e.: the nature of Jail operations) which must be addressed efficiently and where individual skills, abilities and/or qualifications of employees must supersede employee choice of assignment by seniority. Where an assignment necessitates a bona-fide occupational skill, ability or qualification, it is agreed the process shall be that within the group of employees with the required skills, abilities or qualifications, senior employees will be offered the assignment and junior employees required to assume the assignment when there are insufficient senior employees accepting such assignments.

3.02a Shift Bidding. Consistent with section 3.02 (Staffing Imperatives), the following procedure shall apply:

1. **Rules.** Rules regarding the bidding process will be established by mutual agreement between the County and the Union no later than May 31st of each year.
2. **Bid Timing/Facility Choice.** By July 10 of each year a shift bid schedule for adult correctional facilities shall be posted (including electronic systems and/or email). Deputies shall have the right to bid facility and shift by seniority for the following calendar year. Deputies shall make every effort to place their bid in twenty-four (24) hours, but in no case more than forty-eight (48) hours.
3. **Shift Bid.** The making of a shift bid is defined as the bidding deputy placing his/her name on the shift bid. Once the deputy's name is on the bid, he/she cannot change the bid, provided no one shall be skipped unless they have been personally notified it is their turn to bid.

Absent During Bidding. Deputies who know, or reasonably should know, that they will be absent when it is their turn to bid shall make a reasonable effort to be available. Upon timely request, employee shall be notified of updated bid. If unavailable, a deputy may leave their bid preferences in writing with the appropriate sergeant.

Skipped Deputies. If any deputy is skipped, the bid will continue to subsequent deputies until the skipped deputy notifies the shift or administrative sergeant of his/her bid; which shall be limited to then available shifts, without bumping.

4. **Bid Limits.** A shift bid period shall be defined as being of three (3) months duration. Corrections deputies shall not bid the same shift more than two (2) times consecutively.
5. **Vacation Bid.** The first vacation bid shall be at the same time as shift bidding pursuant to section 5.03 (Vacation Bidding).
6. **Revised Schedule.** In the event subsequent bids become necessary because of a change to the schedule by the Sheriff's Office, the Sheriff's Office

- **Overtime** – shall be paid at the rate of time and one-half of a deputy's regular straight-time hourly rate of pay in fifteen minute increments determined, on 7 ½ minutes worked.
- **Hold-over** – is authorized overtime as an extension (holdover) of a shift for the completion of an assignment, meeting coverage or related tasks that could not be completed during the normal course of work or due to a delay in relief. Except in case of emergency, 12-hour shift deputies will not be held over more than four (4) hours.
 - **Order in** – is a type of mandatory overtime, including off-duty court appearances when a deputy is required to work when he/she would regularly be scheduled off-duty and does not include holdover.
 - **Voluntary Overtime** – is overtime worked by mutual agreement or as provided in section 3.04a (Overtime Selection List).
 - **Overtime Authorization** – All overtime must be authorized in advance consistent with Sheriff's Office and/or County policy.

3.03a Minimum Overtime Between Shifts. Deputies shall be guaranteed two (2) hours pay at the overtime rate when called back or ordered in between shifts.

3.03b Hold-Over Overtime. Hold-over is completed in two (2) hours or less. If work extends beyond two (2) hours, the deputy will be paid the actual hours on duty at the overtime rate and the time will be considered an Order-in for the purposes of "Order-In" rotation tracking.

3.03c Minimum Overtime on Regular Days Off. Deputies shall be guaranteed four (4) hours pay at the overtime rate when ordered in or working voluntary overtime. If work extends beyond four (4) hours, the deputy will be paid the actual hours on duty at the overtime rate. Regular days off are defined as the time between the last on-duty hour following completion of a deputy's shift schedule until the first on-duty hour starting the deputy's next shift schedule.

3.03d Minimum Overtime During Vacation. Deputies shall be guaranteed eight (8) hours at the overtime rate of plus their normal salary (20 hours of straight time) if ordered in during scheduled vacation time. The deputy shall not be charged for the vacation day. Vacation is defined as the time between the end of the last on-duty hour of the shift scheduled prior to commencement of the vacation and the first on-duty hour starting the deputy's next scheduled shift following the vacation. Days off in conjunction with vacation, at the beginning or end of the vacation shall be treated as vacation days and paid as such under this subsection. While on vacation, a deputy shall have the right to bid on overtime, providing the deputy accepts the normal overtime rate without replacement of the vacation day.

3.03d(1) Vacation Overtime Authorization. In order to be paid for an order in during vacation, at the rate outlined in section 3.03d (Minimum Overtime During Vacation) above, including subpoena responses or nonrefundable loss, the call

than one hundred twenty-eight (128) hours in a two (2) week period for Deputies assigned to a twelve (12) hour per day work schedule.

3.04d(1) Order-In Scheduling. Once a Deputy has reached their total work time maximum (cap) based on the Deputy's assigned daily work schedule (8, 10, or 12 hours per day), those overtime hours will count towards any order-in scheduling, placing the Deputy at the bottom of the order-in list.

3.04d(2) No Volunteers. Absent volunteers on the list described above, the Sheriff's Office will call Deputies for voluntary non-bid overtime based on their seniority, provided, the list of Deputies will be rotated (*where the last callout stopped, the next person in seniority starts the next callout*) so as to give each Deputy an equal opportunity to accept overtime work.

3.04e Mandatory Overtime. Mandatory overtime shall be paid at the overtime rate including deputies on 12-hour shifts, irrespective of section 3.01d (12-Hour Shift). Main Jail Corrections Deputies, Work Center Corrections Deputies, and Sergeants will have separate order-in logs. When possible, mandatory overtime shifts will be assigned 48 hours in advance of the shift. Generally, mandatory overtime will be site specific; provided nothing in this section precludes employees from one facility being ordered in to work at another facility if minimum staffing cannot be maintained without such action, or in the case of an emergency. Sergeants, or their designee in emergency situations, will call deputies for mandatory overtime based on criteria listed below provided the call out resumes where the last call out stopped.

3.04e(1) Multiple Shifts. When multiple shifts must be filled, the first deputy on the order-in log, using the criteria below, will be given the choice of the available order-in shifts; then the next deputy on the order-in log will be given the choice of the remaining shifts, and so on, until all available shifts are filled.

3.04e(2) Order In Criteria. The following criteria will be used when ordering deputies in to work:

- date last ordered to work mandatory overtime with oldest date called first
- special circumstances/deputy qualification (such as driving requirements, shift exchanges and general safety issues)
- deputies will only be ordered in on their weekend as a last priority or in an emergency
- the order in will generally be no longer than 4 hours

3.04f Extended Overtime. Deputies required to work on overtime (includes special duty) for an extended period shall be entitled to a minimum of eight (8) hours' time off before returning to duty.

3.05 Extended Shifts. Deputies who are required to work extended shifts of more than sixteen (16) consecutive hours, shall be paid for a designated "period of sleep" if in the facility, on duty and available for immediate response.

4.02b 12-Hour Shift. In the event the Sheriff's Office needs to make staff reductions in the Jail or Work Center and gives notice prior to shift bidding in section 3.02a (Shift Bidding) that holidays shall be paid for, in lieu of accruing time, then the following January all deputies assigned to work a 12-hour shift on a continuing basis shall receive, 8.00 hours payment each month in lieu of holiday accruals per eligibility criteria in section 4.01 (Eligibility Criteria).

4.03 Pay on Designated Holidays. Deputies who work on Memorial Day, Veteran's Day, Thanksgiving, the day after Thanksgiving, the day before Christmas or Christmas Day (based on the actual holiday, not the County-observed holiday) will be paid at the overtime rate for all hours worked each of those days between 12:00 a.m. and 11:59 p.m., regardless of hours worked per section 3.01c (Swing Shift Premium). There shall be no compounding or pyramiding of overtime rates. Overtime, not part of regularly scheduled hours, shall be paid at double time for all hours worked on a designated holiday.

4.04 Personal Holiday. Each deputy shall receive one (1) personal holiday (eight hours) each calendar year. The personal holiday must be taken during the year and cannot be cashed out upon separation. No deputy shall be eligible to receive the personal holiday until after completion of three (3) months of employment.

4.04a Personal Holiday Scheduling. Stipulations to the above policy are as follows:

- **Staffing Requirements.** A personal holiday request may not create a conflict with facility staffing requirements nor result in known overtime.
- **Request Timing.** Deputies must request use of a personal holiday at least two (2) weeks in advance of the requested day off.
- **Response Timing.** The Sheriff's Office shall provide a response no later than seven (7) calendar days from the date of request and such request will not be unreasonably denied.

ARTICLE 5 - VACATION

5.01 Vacation Accrual.

5.01a Vacation Accrual Rate. Eligible deputies shall accrue vacation on a calendar month basis. Effective January 2023, prior service as a CTJC certified full-time Corrections Deputy and/or commissioned peace officer shall be considered to determine accrual rates for all new lateral hires. Existing lateral employees' accrual rates will be retroactively adjusted beginning with the January 2023 accruals. The amount of vacation earned for each calendar month shall be determined by the number of years of continuous service completed by the deputy immediately prior to the commencement of the calendar month in accordance with the following chart:

| During the following years of service | Hours of vacation per month | Hours of Holiday per month | Total Monthly Accrual |
|---------------------------------------|-----------------------------|----------------------------|-----------------------|
|---------------------------------------|-----------------------------|----------------------------|-----------------------|

5.03 Vacation Bidding. During the month of July of each year, in conjunction with shift bidding (section 3.02a – Shift Bidding), a vacation chart shall be posted by the Sheriff’s Office for the following year. Deputies assigned to the Main Jail, Transport and Classification, Alternative Corrections, and the Work Center facility will bid on a separate vacation chart. The vacation charts must be completed by December 15th.

5.03a Bidding Limits.

Main Jail –

- No more than four (4) Corrections Deputies may bid for the same vacation period.
- No more than two (2) Sergeants, who must have different days off, may bid for the same vacation period.

Work Center – No more than two Corrections Deputies may bid for the same vacation period.

Special Assignments (Transport, Classification and Alternative Corrections) – No more than one deputy may bid for the same vacation period per special assignment area.

5.03b First Selection. Deputies shall bid for vacation periods per section 5.04 (Vacation Bidding Limits) as follows: Each individual, in seniority order, shall select their first two weeks of vacation time in a minimum of one-week and a maximum of two-week blocks, which need not be scheduled consecutively. Deputies shall make every effort to place their bid in twenty-four (24) hours, but in no case more than forty-eight (48) hours to make their bid, provided no one shall be skipped unless they have been personally notified by the shift or administrative sergeant it is their turn to bid. If any deputy is skipped, the bid will continue to subsequent deputies until the skipped deputy notifies the shift or administrative sergeants of his/her bid which shall be limited to then available shifts without bumping. Deputies who know, or reasonably should know that they will be absent when it is their turn to bid, shall make a reasonable effort to be available. Upon timely request, an updated bid shall be emailed to the requesting deputy. Deputies who know, or reasonably should know they will be absent when it is their turn to bid shall make a reasonable effort to be available. If unavailable, a deputy may leave their bid preference in writing with the appropriate sergeant.

5.03c Second and Subsequent Selections. Following the first vacation selection a similar bid selection shall be held for individuals entitled to more than two weeks and a third and fourth bid, if necessary, for those entitled to more than four weeks shall be held. It is understood that the subsequent bids shall not displace selections made during prior bidding periods.

5.03d Definition. The making of a vacation bid is defined as the bidding deputy placing his/her name on the vacation bid sheet provided. Once the deputy’s name is on the bid sheet he/she cannot change the bid.

Lieutenant with no additional overtime costs incurred. The parties recognize there may be periods identified on shift schedules where special staffing needs will require that floating days off and days available for changes to a bid vacation may be limited or excluded.

ARTICLE 6 - HEALTH & WELFARE

6.01 Eligibility Criteria. The County agrees to make contributions into the Teamsters Benefit Trust Funds, in order to provide the benefits outlined in the following sections of this Article on behalf of all employees covered by this Agreement who are regularly scheduled to work and compensated at least eighty (80) hours per month. Eligibility and contributions for employees newly employed with the County begins on the first of the month following eighty (80) compensated hours in one (1) calendar month of employment. The County obligation shall not exceed an initial two (2) months of contribution to establish coverage under Washington Teamsters Welfare Trust Plans. The term compensation as used herein is defined to be payment of wages for work performed, vacation, accrued sick leave, or other paid leave or income resulting from industrial injury not to exceed twelve (12) months from the date of injury; provided that said work, vacation and/or paid leave must equal or exceed payment for eighty (80) hours in a calendar month. Compensation earned in one (1) month provides benefit coverage pursuant to the Trust. Lump sum cashout of accruals upon termination of employment is not considered compensable hours for any purpose of eligibility or contribution. Benefits shall include the employee, spouse and dependent children in accordance with the Washington Teamsters Welfare Trust Plans.

6.01b Eligibility if on Payroll on 6/15/94. Deputies on the payroll on June 15, 1994, will remain subject to the eligibility requirement of 50 compensated hours.

6.02 Trust Terms. The County agrees to be bound by the terms of the Trustees of the Trust Funds as required by Section 6.01.

6.03 Health & Welfare. The County agrees to make monthly contributions towards the following plans:

- a) **Medical.** – Washington Teamster Welfare Trust Plan “B”.
- b) **Dental.** – Washington Teamsters Welfare Trust Dental Plan “A”.
- c) **Vision.** – Washington Teamsters Welfare Trust Extended Benefit Plan.
- d) **Life.** – Life insurance through a carrier to be selected by the County for \$50,000.
- e) **Waiver of Contributions.** – Washington Teamsters Welfare Trust Employee 9-month Disability Waiver of Contributions Extension.
- f) **Plan D Time Loss** – Washington Teamsters Welfare Trust Employee \$100 per week time loss.

6.04 Maintenance of Benefits

6.07 Medical Advisory Committee. When the County convenes the Medical Advisory Committee, a union representative and one (1) bargaining unit member, designated by the union, shall be afforded the opportunity to attend.

6.08 Retirement Health Savings Plan. The County agrees to make available to bargaining unit members a Retirement Health Savings Plan as provided by the County and in accordance with and as allowed by IRS regulations.

6.09 Re-Opener. Upon 30 days' notice to the County, the Union may open the provisions of this Article 6 (Health & Welfare Benefits) for the purposes of substituting alternative benefit plans or programs for the ones contained in this Article 6 (Health & Welfare). It is agreed that the County shall not incur any additional cost or liability either directly or indirectly by virtue of any substitution of plan or program. Except for the foregoing limit on County liability and cost, the County will not unreasonably withhold its agreement.

ARTICLE 7 - SICK LEAVE

7.01 Sick Leave Usage. Employees may use sick leave for absences due to illness (mental or physical), injury, health condition, preventive care, and for any other reason in accordance with the law. An employee may also use sick leave to care for the child of the employee, a dependent child as defined by law, spouse, State registered domestic partner, registered spousal equivalent (40 hour maximum if registered with an affidavit provided by Human Resources before leave is taken), parent, parent-in-law or grandparent or any other family member as defined by law (RCW 49.46.210). Sick leave may also be used for absences due to domestic violence, sexual assault or stalking (RCW 49.76.030). New hires may begin using sick leave once accrued.

7.02 Eligibility Criteria and Accrual Rate. Cumulative sick leave shall accrue to each deputy covered by this Agreement who has completed one (1) month of employment of eighty (80) compensated hours for a calendar month, in the amount of one (1) day, not to exceed eight (8) hours, for each month of employment to a maximum of nine hundred and sixty (960) hours. Deputies working less than an assigned eight-hour schedule shall accrue sick leave benefits based on their currently assigned, budgeted full-time equivalency. To be eligible to accrue sick leave as provided herein, deputies must receive compensation each month. The term compensation as used herein is defined to be payment of wages for work performed, vacation, accrued sick leave, or other paid leave. Employees must be compensated for eighty (80) hours in a calendar month to receive sick leave accruals as outlined above. In no instance shall sick leave accrue at a rate of less than one (1) hour for every forty (40) hours worked. Income resulting from an industrial injury to a maximum of twelve (12) months from the date of the injury shall also be credited as compensation.

7.02a Eligibility if on Payroll on 6/15/94. Deputies on the payroll on June 15, 1994, will remain subject to the eligibility requirement of 50 compensated hours.

7.09 Notification to Supervisor. It is the employee's responsibility to provide reasonable notice to his/her supervisor of their inability to work prior to the beginning of the shift or as early as practicable.

7.10 Leave Sharing. Employees may voluntarily donate up to a maximum of twenty-four (24) hours of sick leave accruals and up to twenty-four (24) hours of vacation leave accruals each year to employees eligible to receive leave donations under the County's Leave Sharing Program.

7.11 On-Duty Assault. In the case of a documented on-duty assault, a deputy with a Workers' Compensation injury shall suffer no loss in wages or reduction in his/her sick leave bank for the first three days (one day = normally scheduled shift for days off) following the assault.

ARTICLE 8 – FAMILY AND MEDICAL LEAVE

The County agrees to provide unpaid leave to any eligible deputy covered by this Agreement, consistent with the Washington State Family Leave Laws and the Federal Family and Medical Leave Act (FMLA). Deputies are not required to use accrued vacation time, personal holiday, compensatory time or sick leave before commencing unpaid family leave.

ARTICLE 9 - JURY DUTY

When a regular deputy covered by this Agreement is called upon for jury service in any municipal, county, state or federal court, the deputy shall advise the department head upon receipt of such call and if taken from work for such service, shall be reimbursed as provided herein for any loss in wages while performing such service; PROVIDED, that there shall be deducted from the wages of such deputy an amount equal to the amount such deputy received for jury duty.

ARTICLE 10 - BEREAVEMENT LEAVE

If a deputy suffers a death in the immediate family, the deputy shall be allowed not more than five (5) days (not to exceed forty (40) hours) off without loss in pay for bereavement in the death of spouse, domestic partner, registered spousal equivalent, children, and parents, including step-parents and step-children of the deputy and spouse and three (3) days off for other immediate family members. (Defined to be brothers, sisters, grandchildren or grandparents of either the deputy or the deputy's spouse.) Deputies must register their domestic partner with the State of Washington or spousal equivalent with Administrative Services – Human Resources on the appropriate form before being able to utilize bereavement leave. For the purposes of bereavement leave only, a "day" is defined as the number of hours a deputy is assigned to work for the requested days off.

ARTICLE 11 - INITIATION FEE AND DUES CHECKOFF

uniform and equipment allowance shall be included with regular monthly pay and per IRS regulations shall be subject to tax. Uniform and equipment allowance shall be paid the first pay period in February.

12.03b Cleaning Allowance. The annual Clothing, Equipment and Cleaning Allowance was eliminated as a separate compensation item and added to the base wage on January 1, 2008. Effective January 1, 2017, the amount of six hundred forty-five dollars (\$645.00) shall remain in the base wage, where it shall increase as future wage increases occur, to be used for cleaning and maintaining uniforms. The parties agree for comparability purposes, such premium to employees is an element of wages.

12.03c Special Clothing and Equipment. Specialized clothing or equipment required by an employee in the performance of their assigned duties will be provided upon authorization by the Sheriff. Such clothing and equipment shall remain the property of the County.

12.03d Mandated Uniform Changes. It is understood that from time to time the Sheriff's Office may choose to enact uniform changes. If such changes are contemplated, the Labor Management Committee (Article 14.2) shall be convened to discuss any changes prior to enacting such changes.

12.04 Repair and Replacement. The cost of repair or replacement of clothing or County-issued equipment or personal equipment approved for duty use, used in furtherance of job related duties and damaged or destroyed in the line of duty will be borne by the County. Watch replacement or repair will be reimbursed or repaired up to a total cost of one hundred dollars (\$100); jewelry or similar items are not included. The amount paid for repair or replacement of a personally obtained, damaged item will be prorated based on the general condition of the article. The Sheriff will determine whether damage was done in line of duty, and if the item was approved for duty use, subject to the grievance procedure outlined herein.

12.05 Transportation Deputy Assignment. When trained and range qualified, Corrections Deputies shall rotate in the assignment of Transportation Deputy.

12.05a Schooling. Transportation Deputies will be paid for hours of schooling and qualifying that may be required by the Sheriff's Office. All hours spent in required schooling and qualifying will be considered as work hours.

12.05b Pay. Effective the first pay period 2007 Matrix rates were implemented in the payroll computer system, Transportation Pay was eliminated as a separate compensation item and was added to the base wage where it shall be increased automatically as future wage increases occur. The Parties agree for comparability purposes this collective bargaining agreement provides such pay to employees as an element of wages.

12.05c Qualifications Standards. All Deputies shall be Transportation Qualified as an essential element of their job. The parties acknowledge that the current qualification standards require Corrections Deputies to be firearms qualified by the end

requesting party. The purpose of the committee shall be free dialogue to promote issue resolution. The furtherance of that objective and pursuant to Rule 408, no matter concerning any occurrences at a Labor Management Committee shall be used as evidence by either party in any forum for any purpose. Any agreements made by the committee that are to be evidentiary shall be reduced to writing and signed by the Union and the County's Labor Representative.

14.2b Without limitation, in light of Rule 408, any matter of concern such as:

- Operational issues
- Scheduling concepts
- Specialty position selection/disputes
- New program concepts

may be added to the agenda by the concerned party.

14.2c The Union shall designate bargaining unit members participating in Labor Management Committee meetings. The Sheriff shall designate management members. The membership need not be equal in number.

14.2d It is understood that any matter which has been made the subject of a filed formal grievance under the terms of this labor agreement shall be excluded from consideration by the Labor Management Committee and shall be addressed through the grievance procedures of this agreement. Potential grievances may be added to the agenda by either party. It is further understood that the work of the parties under this LMC provision shall in no way add to, subtract from, alter or amend the labor agreement unless mutually agreed upon by the Union and the County in writing.

14.2e Upon approval of the Sheriff, up to three (3) bargaining unit persons shall be granted release time without loss of straight-time earnings to attend scheduled Labor Management Committee meetings. Bargaining unit members assigned to attend such meetings on their day(s) off shall be compensated time and one-half (1.5) for all time spent in attendance but not less than two (2) hours of assignment.

ARTICLE 15 - UNION ACTIVITY

15.01 Negotiations. It is agreed that up to three (3) bargaining unit deputies shall be allowed to participate in negotiations without loss in pay, provided that:

(1) such deputies shall not receive overtime pay while serving on the negotiations committee.

(2) one (1) deputy will be selected from the Corrections Sergeant classification, one (1) deputy from the Main Jail and one (1) deputy from the Work Center.

15.02 Union Activity. It is further agreed that other time off for Union activity will be allowed without compensation providing such time off will not unnecessarily disrupt

18.03a Sheriff's Discretion on Step Placement. It is understood between the parties that the Sheriff may place deputies in a higher pay step at his discretion, subject to the approval of the County Executive. The Union shall be notified when this occurs.

18.04 Step Advancement. Advancement to the next pay step shall occur on the first day of the month in which the anniversary date falls.

18.05 Promotion Anniversary Date. When a deputy is promoted to a higher classification, the promotion date becomes the anniversary date for step advancement purposes.

18.06 Personnel Records Access. Each deputy shall have access to his/her personnel records, except supervisor's notes prepared for the purpose of preparing deputies evaluations.

18.07 Performance Evaluations. Deputies shall, upon request, be given an opportunity to review all evaluation reports made by any and all supervisory personnel. The deputy shall review and sign his/her evaluation after the Sheriff or designee has made written comments. If any additional comments are made after the deputy signs, the deputy shall be notified.

18.08 Training. Training opportunities will be offered to deputies in as fair and evenhanded a fashion as is possible.

18.09 Work In Higher Classification. Any employee required to perform work in a position with a higher wage classification to that which they normally hold for any hour worked shall be paid at their normal rate of pay plus five percent (5%), while so acting.

18.09a Acting Sergeant. Deputies who have successfully passed a Whatcom County Civil Service promotional process for Corrections Sergeant, and completed the required training, shall be eligible to work as an Acting Sergeant. In the absence of both a sergeant and acting sergeant, the available senior qualified deputy shall serve as acting sergeant during said absence. For the life of this Agreement, having once passed the sergeant's exam, a deputy shall not be required to test again to remain eligible to work as an acting sergeant; provided such deputy successfully completes either a sergeant's exam or an in-service refresher course at least every four (4) years. Employees who qualify under section 18.09a and perform work as an Acting Sergeant shall be paid at the appropriate step in Range 1 of the Sergeant's scale providing at least a 5% increase.

18.10 Part-Time and Temporary Deputies. Hourly rates shall be established for deputies working less than full-time by placing the deputy in the appropriate salary range based upon their employment with the County.

18.11 Shots. The Sheriff's Office will pay for and provide the following vaccinations or shots for the existing work force on a voluntary basis: diphtheria, tetanus,

of the 2024 hourly matrix shall be increased by 3%. All longevity steps and sub-ranges shall be updated accordingly per their respective articles.

Deputies shall be classified pursuant to Addendum A (Position Title Index) and paid pursuant to Addendum B (Matrices), which are a part of this Agreement by reference.

19.01 Education Incentive. Effective January 1, 2023, employees with a degree from an accredited college or university shall be paid an education incentive payment based on the following schedule:

- Bachelor's Degree: 2% of employee's base rate of pay
- Associate's Degree: 1% of employee's base rate of pay

19.02 Bilingual Premium. The Sheriff or designee may appoint qualified bargaining unit members as bilingual certified. To be bilingual certified an employee must prove language fluency via a certification process established by the Sheriff or designee. Effective January 1, 2023, any bilingual certified employee appointed by the Sheriff or designee shall receive a premium of 2% of their hourly base wage. Should outside testing be required as part of the certification established the Sheriff or designee, any costs for such testing will be reimbursed by the County upon successful certification. The number of appointees and the appointment process shall be at the discretion of the Sheriff or designee.

19.03 Retention Bonus. The County shall award an annual retention bonus to eligible employees on payroll for the last full pay period of November for the next three consecutive years beginning in 2023 for a total of \$8,000 over the three years as outlined below. Eligible employees must complete their regular and assigned work schedule including a minimum of 80 hours of compensation during the last pay period in November or be on an approved leave of absence.

Effective the last full pay period in November 2023, all employees on payroll at the time of adoption of this agreement **AND** on payroll for the last full pay period in November 2023, shall receive a \$2,000 lump sum retention bonus less normal payroll taxes.

Effective the last full pay period in November 2024, all employees on payroll as of January 1, 2024 **AND** on payroll for the last full pay period in November 2024, shall receive a \$2,000 lump sum retention bonus less normal payroll taxes.

Effective the last full pay period in November 2025, all employees on payroll as of January 1, 2025 **AND** on payroll for the last full pay period in November 2025, shall receive a \$4,000 lump sum retention bonus less normal payroll taxes.

ARTICLE 20 - GRIEVANCE PROCEDURE AND ARBITRATION

20.01 Grievance Definition. Grievance as used herein shall mean any dispute or controversy which might arise as to the interpretation or application of this Agreement.

20.05 Election of Remedies. Any action appealed to the Civil Service Commission shall not be subject to the grievance procedure herein. Any matter taken to the grievance procedure may not be appealed to the Civil Service Commission.

20.06 Past Practice. No action by any bargaining unit member in applying or interpreting this Agreement will be binding upon the County as a past practice.

ARTICLE 21 – SENIORITY

Seniority lists for each unit covered by this Agreement will be maintained separately for the purpose of layoff, recall, vacation, extra overtime, and shift bidding. Employees transferring from one unit to another will have their names placed at the bottom of the new unit list, provided however, total length of service with the County will be credited to such deputy for the purposes of vacations, sick leave, and longevity accrual. Seniority units shall consist of the following; Corrections Sergeants and Corrections Deputies who shall bid for shifts.

ARTICLE 22 - MANAGEMENT RIGHTS

Consistent with the Sheriff's authority and obligations in the County Charter, any and all rights concerned with the management operations of the County and its Sheriff's Office are exclusively those of the Sheriff's Office unless otherwise provided by the terms of this Agreement. The Sheriff's Office has the authority to adopt reasonable rules for its operation and the conduct of its deputies; provided, such rules are not in conflict with the provisions of this Agreement, or with applicable law. The Sheriff's Office has the right to discipline, temporarily lay off or discharge deputies; to assign work and determine duties of deputies; to schedule hours of work, to determine the number of deputies to be assigned to duty at any time and such other rights as are normal to County government and not expressly limited in this Agreement or applicable laws.

ARTICLE 23 - INDEMNITY AND HOLD HARMLESS AGREEMENT

The County agrees to hold harmless deputies for all damages, including attorney fees which they may suffer as a result of lawsuits commenced against them arising out of their activities which are within the scope of their employment for Whatcom County. Should the deputy's actions be outside the scope of their employment, or the allegations contained in the complaint allege actions which, if proven, would be outside the scope of their employment; or be intentional torts, then the County will not pay that judgment. In addition, the deputy will hire counsel. Whatcom County will compensate the deputy in a timely manner for that counsel on a reservation of rights basis. This means, if the allegation contained in the complaint is proven then the County will not pay the judgment and the deputy will be responsible for reimbursing the County for its attorney fees. However, should the allegation of intentional tort not be proven but merely negligence, then the County will pay the judgment and will not seek reimbursement for the attorney's fees.

**ADDENDUM A
TO THE AGREEMENT
by and between
WHATCOM COUNTY, WASHINGTON
and
GENERAL TEAMSTERS' LOCAL UNION NO. 231
CORRECTIONS DEPUTIES & SERGEANTS BARGAINING UNIT**

POSITION TITLE INDEX

| <u>Range</u> | <u>Position</u> |
|---------------------|--|
| 1 | Corrections Sergeant (Firearms Qualified) |
| 1.1 | Corrections Sergeant (Firearms Qualified + AA) |
| 1.2 | Corrections Sergeant (Firearms Qualified + BA) |
| 1.3 | Corrections Sergeant (Bilingual) |
| 1.4 | Corrections Sergeant (Firearms Qualified + AA + Bilingual) |
| 1.5 | Corrections Sergeant (Firearms Qualified + BA + Bilingual) |
| 11 | Corrections Sergeant (Firearms Qualified with one premium) |
| 11.11 | Corrections Sergeant (Firearms Qualified with one premium + AA) |
| 11.12 | Corrections Sergeant (Firearms Qualified with one premium + BA) |
| 11.13 | Corrections Sergeant (Firearms Qualified with one premium + Bilingual) |
| 11.14 | Corrections Sergeant (Firearms Qualified with one premium + AA + Bilingual) |
| 11.15 | Corrections Sergeant (Firearms Qualified with one premium + BA + Bilingual) |
| 11.2 | Corrections Sergeant (Firearms Qualified with two premiums) |
| 11.21 | Corrections Sergeant (Firearms Qualified with two premiums + AA) |
| 11.22 | Corrections Sergeant (Firearms Qualified with two premiums + BA) |
| 11.23 | Corrections Sergeant (Firearms Qualified with two premiums + Bilingual) |
| 11.24 | Corrections Sergeant (Firearms Qualified with two premiums + AA + Bilingual) |
| 11.25 | Corrections Sergeant (Firearms Qualified with two premiums + BA + Bilingual) |
| 12 | Corrections Sergeant (Non-Firearms Qualified) |
| 12.1 | Corrections Sergeant (Non-Firearms Qualified + AA) |
| 12.2 | Corrections Sergeant (Non-Firearms Qualified + BA) |
| 12.3 | Corrections Sergeant (Non-Firearms Qualified + Bilingual) |
| 12.4 | Corrections Sergeant (Non-Firearms Qualified + AA + Bilingual) |
| 12.5 | Corrections Sergeant (Non-Firearms Qualified + BA + Bilingual) |
| 13 | Corrections Sergeant (Non-Firearms Qualified with one premium) |
| 13.11 | Corrections Sergeant (Non-Firearms Qualified with one premium + AA) |
| 13.12 | Corrections Sergeant (Non-Firearms Qualified with one premium + BA) |
| 13.13 | Corrections Sergeant (Non-Firearms Qualified with one premium + Bilingual) |
| 13.14 | Corrections Sergeant (Non-Firearms Qualified with one premium + AA + Bilingual) |
| 13.15 | Corrections Sergeant (Non-Firearms Qualified with one premium + BA + Bilingual) |
| 13.2 | Corrections Sergeant (Non-Firearms Qualified with two premiums) |
| 13.21 | Corrections Sergeant (Non-Firearms Qualified with two premiums + AA) |
| 13.22 | Corrections Sergeant (Non-Firearms Qualified with two premiums + BA) |
| 13.23 | Corrections Sergeant (Non-Firearms Qualified with two premiums + Bilingual) |
| 13.24 | Corrections Sergeant (Non-Firearms Qualified with two premiums + AA + Bilingual) |
| 13.25 | Corrections Sergeant (Non-Firearms Qualified with two premiums + BA + Bilingual) |

ADDENDUM B – SALARY MATRICES

2023 CORRECTIONS DEPUTIES

| Effective January 1, 2023 (+6%) | | 12 months service required to move to next step | | | | | | | | | 3 years required to move to next step | | | | | |
|---------------------------------|---|---|--------|--------|---------|---------|---------|---------|---------|---------|---------------------------------------|---------|---------|---------|---------|---------|
| Range | Position/Premium | Step 1 | Step 2 | Step 3 | Step 4 | Step 5 | Step 6 | Step 7 | Step 8 | Step 9 | Step 10 | Step 11 | Step 12 | Step 13 | Step 14 | Step 15 |
| 2 | Deputy (Firearms Qualified) | | | | \$32.05 | \$33.27 | \$34.55 | \$35.93 | \$36.94 | \$38.07 | \$40.45 | \$40.86 | \$41.27 | \$41.68 | \$42.10 | \$42.52 |
| 2.1 | + plus AA (1%) | | | | \$32.37 | \$33.60 | \$34.89 | \$36.29 | \$37.31 | \$38.45 | \$40.86 | \$41.27 | \$41.68 | \$42.10 | \$42.52 | \$42.94 |
| 2.2 | + plus BA (2%) | | | | \$32.69 | \$33.93 | \$35.24 | \$36.65 | \$37.68 | \$38.83 | \$41.26 | \$41.68 | \$42.09 | \$42.51 | \$42.94 | \$43.37 |
| 2.3 | + plus Bilingual (2%) | | | | \$32.69 | \$33.93 | \$35.24 | \$36.65 | \$37.68 | \$38.83 | \$41.26 | \$41.68 | \$42.09 | \$42.51 | \$42.94 | \$43.37 |
| 2.4 | + plus AA + Bilingual (3%) | | | | \$33.01 | \$34.27 | \$35.58 | \$37.01 | \$38.05 | \$39.22 | \$41.67 | \$42.08 | \$42.50 | \$42.93 | \$43.36 | \$43.79 |
| 2.5 | + plus BA + Bilingual (4%) | | | | \$33.33 | \$34.60 | \$35.93 | \$37.37 | \$38.41 | \$39.60 | \$42.07 | \$42.49 | \$42.92 | \$43.35 | \$43.78 | \$44.22 |
| 21 | Deputy (Firearms Qualified) with 1 premium | | | | \$33.24 | \$34.46 | \$35.74 | \$37.12 | \$38.13 | \$39.26 | \$41.64 | \$42.05 | \$42.46 | \$42.87 | \$43.29 | \$43.71 |
| 21.11 | + plus AA (1%) | | | | \$33.57 | \$34.80 | \$36.09 | \$37.49 | \$38.51 | \$39.66 | \$42.06 | \$42.47 | \$42.88 | \$43.30 | \$43.72 | \$44.15 |
| 21.12 | + plus BA (2%) | | | | \$33.90 | \$35.15 | \$36.45 | \$37.87 | \$38.89 | \$40.05 | \$42.48 | \$42.89 | \$43.31 | \$43.73 | \$44.15 | \$44.58 |
| 21.13 | + plus Bilingual (2%) | | | | \$33.90 | \$35.15 | \$36.45 | \$37.87 | \$38.89 | \$40.05 | \$42.48 | \$42.89 | \$43.31 | \$43.73 | \$44.15 | \$44.58 |
| 21.14 | + plus AA + Bilingual (3%) | | | | \$34.23 | \$35.49 | \$36.81 | \$38.24 | \$39.27 | \$40.44 | \$42.89 | \$43.31 | \$43.73 | \$44.16 | \$44.59 | \$45.02 |
| 21.15 | + plus BA + Bilingual (4%) | | | | \$34.57 | \$35.84 | \$37.17 | \$38.61 | \$39.65 | \$40.83 | \$43.31 | \$43.73 | \$44.16 | \$44.58 | \$45.02 | \$45.46 |
| 21.2 | Deputy (Firearms Qualified) with 2 premiums | | | | \$34.43 | \$35.65 | \$36.93 | \$38.31 | \$39.32 | \$40.45 | \$42.83 | \$43.24 | \$43.65 | \$44.06 | \$44.48 | \$44.90 |
| 21.21 | + plus AA (1%) | | | | \$34.77 | \$36.01 | \$37.30 | \$38.70 | \$39.71 | \$40.86 | \$43.26 | \$43.67 | \$44.08 | \$44.50 | \$44.92 | \$45.35 |
| 21.22 | + plus BA (2%) | | | | \$35.11 | \$36.36 | \$37.66 | \$39.08 | \$40.10 | \$41.26 | \$43.69 | \$44.10 | \$44.52 | \$44.94 | \$45.37 | \$45.80 |
| 21.23 | + plus Bilingual (2%) | | | | \$35.11 | \$36.36 | \$37.66 | \$39.08 | \$40.10 | \$41.26 | \$43.69 | \$44.10 | \$44.52 | \$44.94 | \$45.37 | \$45.80 |
| 21.24 | + plus AA + Bilingual (3%) | | | | \$35.46 | \$36.72 | \$38.03 | \$39.46 | \$40.50 | \$41.67 | \$44.12 | \$44.54 | \$44.96 | \$45.38 | \$45.81 | \$46.24 |
| 21.25 | + plus BA + Bilingual (4%) | | | | \$35.80 | \$37.07 | \$38.40 | \$39.85 | \$40.89 | \$42.07 | \$44.55 | \$44.97 | \$45.39 | \$45.82 | \$46.26 | \$46.69 |
| 22 | Deputy (Non Firearms Qualified) | | | | \$31.58 | \$32.77 | \$34.03 | \$35.40 | \$36.39 | \$37.50 | \$39.85 | \$40.25 | \$40.65 | \$41.06 | \$41.47 | \$41.89 |
| 22.1 | + plus AA (1%) | | | | \$31.89 | \$33.09 | \$34.37 | \$35.75 | \$36.75 | \$37.88 | \$40.25 | \$40.65 | \$41.06 | \$41.47 | \$41.89 | \$42.31 |
| 22.2 | + plus BA (2%) | | | | \$32.21 | \$33.42 | \$34.71 | \$36.11 | \$37.12 | \$38.26 | \$40.65 | \$41.06 | \$41.47 | \$41.88 | \$42.30 | \$42.72 |
| 22.3 | + plus Bilingual (2%) | | | | \$32.21 | \$33.42 | \$34.71 | \$36.11 | \$37.12 | \$38.26 | \$40.65 | \$41.06 | \$41.47 | \$41.88 | \$42.30 | \$42.72 |
| 22.4 | + plus AA + Bilingual (3%) | | | | \$32.52 | \$33.75 | \$35.05 | \$36.46 | \$37.48 | \$38.63 | \$41.05 | \$41.46 | \$41.87 | \$42.29 | \$42.72 | \$43.14 |
| 22.5 | + plus BA + Bilingual (4%) | | | | \$32.84 | \$34.08 | \$35.39 | \$36.81 | \$37.85 | \$39.01 | \$41.45 | \$41.86 | \$42.28 | \$42.70 | \$43.13 | \$43.56 |
| 23 | Deputy (Non Firearms Qualified) with 1 premium | | | | \$32.75 | \$33.94 | \$35.20 | \$36.57 | \$37.56 | \$38.67 | \$41.02 | \$41.42 | \$41.82 | \$42.23 | \$42.64 | \$43.06 |
| 23.11 | + plus AA (1%) | | | | \$33.07 | \$34.28 | \$35.56 | \$36.93 | \$37.94 | \$39.06 | \$41.43 | \$41.84 | \$42.24 | \$42.65 | \$43.07 | \$43.49 |
| 23.12 | + plus BA (2%) | | | | \$33.40 | \$34.61 | \$35.91 | \$37.30 | \$38.31 | \$39.45 | \$41.84 | \$42.25 | \$42.66 | \$43.08 | \$43.49 | \$43.92 |
| 23.13 | + plus Bilingual (2%) | | | | \$33.40 | \$34.61 | \$35.91 | \$37.30 | \$38.31 | \$39.45 | \$41.84 | \$42.25 | \$42.66 | \$43.08 | \$43.49 | \$43.92 |
| 23.14 | + plus AA + Bilingual (3%) | | | | \$33.73 | \$34.95 | \$36.26 | \$37.67 | \$38.69 | \$39.84 | \$42.25 | \$42.66 | \$43.08 | \$43.50 | \$43.92 | \$44.35 |
| 23.15 | + plus BA + Bilingual (4%) | | | | \$34.06 | \$35.29 | \$36.61 | \$38.03 | \$39.06 | \$40.22 | \$42.66 | \$43.08 | \$43.50 | \$43.92 | \$44.35 | \$44.78 |
| 23.2 | Deputy (Non Firearms Qualified) with 2 premiums | | | | \$33.92 | \$35.11 | \$36.37 | \$37.74 | \$38.73 | \$39.84 | \$42.19 | \$42.59 | \$42.99 | \$43.40 | \$43.81 | \$44.23 |
| 23.21 | + plus AA (1%) | | | | \$34.26 | \$35.46 | \$36.74 | \$38.12 | \$39.12 | \$40.24 | \$42.61 | \$43.02 | \$43.43 | \$43.83 | \$44.25 | \$44.67 |
| 23.22 | + plus BA (2%) | | | | \$34.59 | \$35.81 | \$37.10 | \$38.49 | \$39.51 | \$40.64 | \$43.04 | \$43.44 | \$43.85 | \$44.27 | \$44.69 | \$45.11 |
| 23.23 | + plus Bilingual (2%) | | | | \$34.59 | \$35.81 | \$37.10 | \$38.49 | \$39.51 | \$40.64 | \$43.04 | \$43.44 | \$43.85 | \$44.27 | \$44.69 | \$45.11 |
| 23.24 | + plus AA + Bilingual (3%) | | | | \$34.93 | \$36.16 | \$37.46 | \$38.87 | \$39.89 | \$41.04 | \$43.46 | \$43.87 | \$44.28 | \$44.70 | \$45.13 | \$45.55 |
| 23.25 | + plus BA + Bilingual (4%) | | | | \$35.27 | \$36.51 | \$37.83 | \$39.25 | \$40.28 | \$41.44 | \$43.83 | \$44.29 | \$44.71 | \$45.14 | \$45.56 | \$46.00 |

2025 CORRECTIONS DEPUTIES

| Effective January 1, 2025 (+3%) | | 12 months service required to move to next step | | | | | | | | | 3 years required to move to next step | | | | | |
|---------------------------------|---|---|--------|--------|---------|---------|---------|---------|---------|---------|---------------------------------------|---------|---------|---------|---------|---------|
| Range | Position/Premium | Step 1 | Step 2 | Step 3 | Step 4 | Step 5 | Step 6 | Step 7 | Step 8 | Step 9 | Step 10 | Step 11 | Step 12 | Step 13 | Step 14 | Step 15 |
| 2 | Deputy (Firearms Qualified) | | | | \$34.33 | \$35.64 | \$37.01 | \$38.49 | \$39.97 | \$40.78 | \$43.33 | \$43.77 | \$44.21 | \$44.65 | \$45.10 | \$45.55 |
| 2.1 | + plus AA (1%) | | | | \$34.67 | \$35.99 | \$37.38 | \$38.84 | \$39.96 | \$41.19 | \$43.77 | \$44.21 | \$44.65 | \$45.10 | \$45.55 | \$46.00 |
| 2.2 | + plus BA (2%) | | | | \$35.01 | \$36.35 | \$37.75 | \$39.26 | \$40.36 | \$41.60 | \$44.20 | \$44.64 | \$45.09 | \$45.54 | \$46.00 | \$46.46 |
| 2.3 | + plus Bilingual (2%) | | | | \$35.01 | \$36.35 | \$37.75 | \$39.26 | \$40.36 | \$41.60 | \$44.20 | \$44.64 | \$45.09 | \$45.54 | \$46.00 | \$46.46 |
| 2.4 | + plus AA + Bilingual (3%) | | | | \$35.36 | \$36.71 | \$38.12 | \$39.65 | \$40.76 | \$42.01 | \$44.64 | \$45.08 | \$45.53 | \$45.99 | \$46.45 | \$46.91 |
| 2.5 | + plus BA + Bilingual (4%) | | | | \$35.70 | \$37.06 | \$38.49 | \$40.03 | \$41.15 | \$42.42 | \$45.07 | \$45.52 | \$45.98 | \$46.44 | \$46.90 | \$47.37 |
| 21 | Deputy (Firearms Qualified) with 1 premium | | | | \$35.60 | \$36.91 | \$38.28 | \$39.76 | \$40.84 | \$42.05 | \$44.60 | \$45.04 | \$45.48 | \$45.92 | \$46.37 | \$46.82 |
| 21.11 | + plus AA (1%) | | | | \$35.95 | \$37.28 | \$38.66 | \$40.16 | \$41.25 | \$42.47 | \$45.05 | \$45.49 | \$45.93 | \$46.38 | \$46.83 | \$47.29 |
| 21.12 | + plus BA (2%) | | | | \$36.31 | \$37.65 | \$39.04 | \$40.56 | \$41.65 | \$42.90 | \$45.50 | \$45.94 | \$46.39 | \$46.84 | \$47.29 | \$47.75 |
| 21.13 | + plus Bilingual (2%) | | | | \$36.31 | \$37.65 | \$39.04 | \$40.56 | \$41.65 | \$42.90 | \$45.50 | \$45.94 | \$46.39 | \$46.84 | \$47.29 | \$47.75 |
| 21.14 | + plus AA + Bilingual (3%) | | | | \$36.67 | \$38.02 | \$39.42 | \$40.96 | \$42.06 | \$43.32 | \$45.94 | \$46.39 | \$46.84 | \$47.30 | \$47.76 | \$48.22 |
| 21.15 | + plus BA + Bilingual (4%) | | | | \$37.02 | \$38.38 | \$39.81 | \$41.35 | \$42.47 | \$43.74 | \$46.39 | \$46.84 | \$47.30 | \$47.76 | \$48.22 | \$48.69 |
| 21.2 | Deputy (Firearms Qualified) with 2 premiums | | | | \$36.87 | \$38.18 | \$39.55 | \$41.03 | \$42.11 | \$43.32 | \$45.87 | \$46.31 | \$46.75 | \$47.19 | \$47.64 | \$48.09 |
| 21.21 | + plus AA (1%) | | | | \$37.24 | \$38.56 | \$39.94 | \$41.44 | \$42.53 | \$43.76 | \$46.33 | \$46.77 | \$47.21 | \$47.66 | \$48.11 | \$48.57 |
| 21.22 | + plus BA (2%) | | | | \$37.61 | \$38.94 | \$40.34 | \$41.85 | \$42.95 | \$44.19 | \$46.79 | \$47.24 | \$47.68 | \$48.13 | \$48.59 | \$49.05 |
| 21.23 | + plus Bilingual (2%) | | | | \$37.61 | \$38.94 | \$40.34 | \$41.85 | \$42.95 | \$44.19 | \$46.79 | \$47.24 | \$47.68 | \$48.13 | \$48.59 | \$49.05 |
| 21.24 | + plus AA + Bilingual (3%) | | | | \$37.97 | \$39.32 | \$40.73 | \$42.26 | \$43.37 | \$44.62 | \$47.25 | \$47.70 | \$48.15 | \$48.61 | \$49.07 | \$49.53 |
| 21.25 | + plus BA + Bilingual (4%) | | | | \$38.34 | \$39.72 | \$41.14 | \$42.69 | \$43.81 | \$45.07 | \$47.73 | \$48.18 | \$48.63 | \$49.09 | \$49.56 | \$50.03 |
| 22 | Deputy (Non Firearms Qualified) | | | | \$33.82 | \$35.10 | \$36.46 | \$37.92 | \$38.98 | \$40.18 | \$42.69 | \$43.12 | \$43.55 | \$43.99 | \$44.43 | \$44.87 |
| 22.1 | + plus AA (1%) | | | | \$34.16 | \$35.45 | \$36.82 | \$38.30 | \$39.37 | \$40.58 | \$43.12 | \$43.55 | \$43.99 | \$44.43 | \$44.87 | \$45.32 |
| 22.2 | + plus BA (2%) | | | | \$34.50 | \$35.80 | \$37.19 | \$38.68 | \$39.76 | \$40.98 | \$43.54 | \$43.98 | \$44.42 | \$44.87 | \$45.31 | \$45.77 |
| 22.3 | + plus Bilingual (2%) | | | | \$34.50 | \$35.80 | \$37.19 | \$38.68 | \$39.76 | \$40.98 | \$43.54 | \$43.98 | \$44.42 | \$44.87 | \$45.31 | \$45.77 |
| 22.4 | + plus AA + Bilingual (3%) | | | | \$34.84 | \$36.15 | \$37.55 | \$39.06 | \$40.15 | \$41.38 | \$43.97 | \$44.41 | \$44.86 | \$45.31 | \$45.76 | \$46.22 |
| 22.5 | + plus BA + Bilingual (4%) | | | | \$35.18 | \$36.50 | \$37.92 | \$39.44 | \$40.54 | \$41.78 | \$44.40 | \$44.84 | \$45.29 | \$45.75 | \$46.20 | \$46.67 |
| 23 | Deputy (Non Firearms Qualified) with 1 premium | | | | \$35.07 | \$36.35 | \$37.71 | \$39.17 | \$40.23 | \$41.43 | \$43.94 | \$44.37 | \$44.80 | \$45.24 | \$45.68 | \$46.12 |
| 23.11 | + plus AA (1%) | | | | \$35.43 | \$36.71 | \$38.08 | \$39.56 | \$40.64 | \$41.84 | \$44.38 | \$44.81 | \$45.25 | \$45.69 | \$46.13 | \$46.58 |
| 23.12 | + plus BA (2%) | | | | \$35.78 | \$37.08 | \$38.46 | \$39.95 | \$41.04 | \$42.26 | \$44.82 | \$45.26 | \$45.70 | \$46.14 | \$46.59 | \$47.04 |
| 23.13 | + plus Bilingual (2%) | | | | \$35.78 | \$37.08 | \$38.46 | \$39.95 | \$41.04 | \$42.26 | \$44.82 | \$45.26 | \$45.70 | \$46.14 | \$46.59 | \$47.04 |
| 23.14 | + plus AA + Bilingual (3%) | | | | \$36.13 | \$37.44 | \$38.84 | \$40.34 | \$41.44 | \$42.67 | \$45.26 | \$45.70 | \$46.14 | \$46.59 | \$47.05 | \$47.50 |
| 23.15 | + plus BA + Bilingual (4%) | | | | \$36.48 | \$37.80 | \$39.22 | \$40.74 | \$41.84 | \$43.08 | \$45.70 | \$46.14 | \$46.59 | \$47.05 | \$47.50 | \$47.97 |
| 23.2 | Deputy (Non Firearms Qualified) with 2 premiums | | | | \$36.32 | \$37.60 | \$38.96 | \$40.42 | \$41.48 | \$42.68 | \$45.19 | \$45.62 | \$46.05 | \$46.49 | \$46.93 | \$47.37 |
| 23.21 | + plus AA (1%) | | | | \$36.69 | \$37.98 | \$39.35 | \$40.82 | \$41.90 | \$43.10 | \$45.64 | \$46.07 | \$46.51 | \$46.95 | \$47.40 | \$47.84 |
| 23.22 | + plus BA (2%) | | | | \$37.05 | \$38.35 | \$39.74 | \$41.23 | \$42.31 | \$43.53 | \$46.09 | \$46.53 | \$46.97 | \$47.42 | \$47.86 | \$48.32 |
| 23.23 | + plus Bilingual (2%) | | | | \$37.05 | \$38.35 | \$39.74 | \$41.23 | \$42.31 | \$43.53 | \$46.09 | \$46.53 | \$46.97 | \$47.42 | \$47.86 | \$48.32 |
| 23.24 | + plus AA + Bilingual (3%) | | | | \$37.41 | \$38.73 | \$40.13 | \$41.63 | \$42.73 | \$43.96 | \$46.55 | \$46.99 | \$47.43 | \$47.88 | \$48.33 | \$48.79 |
| 23.25 | + plus BA + Bilingual (4%) | | | | \$37.78 | \$39.10 | \$40.52 | \$42.04 | \$43.14 | \$44.38 | \$47.00 | \$47.44 | \$47.89 | \$48.35 | \$48.80 | \$49.27 |

2024 CORRECTIONS SERGEANTS

| Effective January 1, 2024 (+4%) | | 12 months service required to move to next step | | | | | 3 years required to move to next step | | | | | |
|---------------------------------|---|---|--------|---------|---------|---------|---------------------------------------|---------|---------|---------|---------|---------|
| Range | Position/Premium | Step 1 | Step 2 | Step 3 | Step 4 | Step 5 | Step 6 | Step 7 | Step 8 | Step 9 | Step 10 | Step 11 |
| 1 | Sergeant (Firearms Qualified) | | | \$44.83 | \$46.47 | \$48.30 | \$50.76 | \$51.27 | \$51.78 | \$52.30 | \$52.82 | \$53.35 |
| 1.1 | - plus AA (1%) | | | \$45.28 | \$46.93 | \$48.79 | \$51.27 | \$51.78 | \$52.30 | \$52.82 | \$53.35 | \$53.88 |
| 1.2 | - plus BA (2%) | | | \$45.73 | \$47.40 | \$49.27 | \$51.77 | \$52.29 | \$52.81 | \$53.34 | \$53.88 | \$54.42 |
| 1.3 | - plus Bilingual (2%) | | | \$45.73 | \$47.40 | \$49.27 | \$51.77 | \$52.29 | \$52.81 | \$53.34 | \$53.88 | \$54.42 |
| 1.4 | - plus AA + Bilingual (3%) | | | \$46.18 | \$47.86 | \$49.75 | \$52.28 | \$52.80 | \$53.33 | \$53.87 | \$54.40 | \$54.95 |
| 1.5 | - plus BA + Bilingual (4%) | | | \$46.62 | \$48.32 | \$50.24 | \$52.79 | \$53.32 | \$53.85 | \$54.39 | \$54.93 | \$55.48 |
| 11 | Sergeant (Firearms Qualified) with 1 premium | | | \$46.09 | \$47.73 | \$49.56 | \$52.02 | \$52.53 | \$53.04 | \$53.56 | \$54.08 | \$54.61 |
| 11.11 | - plus AA (1%) | | | \$46.55 | \$48.20 | \$50.06 | \$52.54 | \$53.05 | \$53.57 | \$54.09 | \$54.62 | \$55.16 |
| 11.12 | - plus BA (2%) | | | \$47.01 | \$48.68 | \$50.56 | \$53.06 | \$53.58 | \$54.10 | \$54.63 | \$55.16 | \$55.70 |
| 11.13 | - plus Bilingual (2%) | | | \$47.01 | \$48.68 | \$50.56 | \$53.06 | \$53.58 | \$54.10 | \$54.63 | \$55.16 | \$55.70 |
| 11.14 | - plus AA + Bilingual (3%) | | | \$47.47 | \$49.16 | \$51.05 | \$53.58 | \$54.10 | \$54.63 | \$55.16 | \$55.70 | \$56.25 |
| 11.15 | - plus BA + Bilingual (4%) | | | \$47.93 | \$49.63 | \$51.55 | \$54.10 | \$54.63 | \$55.16 | \$55.70 | \$56.24 | \$56.79 |
| 11.2 | Sergeant (Firearms Qualified) with 2 premiums | | | \$47.35 | \$48.99 | \$50.82 | \$53.28 | \$53.79 | \$54.30 | \$54.82 | \$55.34 | \$55.87 |
| 11.21 | - plus AA (1%) | | | \$47.82 | \$49.48 | \$51.33 | \$53.81 | \$54.32 | \$54.84 | \$55.37 | \$55.89 | \$56.43 |
| 11.22 | - plus BA (2%) | | | \$48.30 | \$49.97 | \$51.84 | \$54.34 | \$54.86 | \$55.38 | \$55.91 | \$56.45 | \$56.99 |
| 11.23 | - plus Bilingual (2%) | | | \$48.30 | \$49.97 | \$51.84 | \$54.34 | \$54.86 | \$55.38 | \$55.91 | \$56.45 | \$56.99 |
| 11.24 | - plus AA + Bilingual (3%) | | | \$48.77 | \$50.46 | \$52.35 | \$54.88 | \$55.40 | \$55.93 | \$56.46 | \$57.00 | \$57.55 |
| 11.25 | - plus BA + Bilingual (4%) | | | \$49.24 | \$50.95 | \$52.86 | \$55.41 | \$55.94 | \$56.47 | \$57.01 | \$57.55 | \$58.10 |
| 12 | Sergeant (Non Firearms Qualified) | | | \$44.16 | \$45.78 | \$47.59 | \$50.01 | \$50.51 | \$51.01 | \$51.53 | \$52.04 | \$52.56 |
| 12.1 | - plus AA (1%) | | | \$44.60 | \$46.24 | \$48.07 | \$50.51 | \$51.01 | \$51.53 | \$52.04 | \$52.56 | \$53.09 |
| 12.2 | - plus BA (2%) | | | \$45.04 | \$46.70 | \$48.54 | \$51.01 | \$51.52 | \$52.04 | \$52.56 | \$53.08 | \$53.61 |
| 12.3 | - plus Bilingual (2%) | | | \$45.04 | \$46.70 | \$48.54 | \$51.01 | \$51.52 | \$52.04 | \$52.56 | \$53.08 | \$53.61 |
| 12.4 | - plus AA + Bilingual (3%) | | | \$45.49 | \$47.16 | \$49.02 | \$51.51 | \$52.02 | \$52.55 | \$53.07 | \$53.60 | \$54.14 |
| 12.5 | - plus BA + Bilingual (4%) | | | \$45.93 | \$47.62 | \$49.49 | \$52.01 | \$52.53 | \$53.06 | \$53.59 | \$54.12 | \$54.67 |
| 13 | Sergeant (Non Firearms Qualified) with 1 premium | | | \$45.40 | \$47.02 | \$48.83 | \$51.25 | \$51.75 | \$52.25 | \$52.77 | \$53.28 | \$53.80 |
| 13.11 | - plus AA (1%) | | | \$45.85 | \$47.49 | \$49.32 | \$51.76 | \$52.27 | \$52.78 | \$53.29 | \$53.81 | \$54.34 |
| 13.12 | - plus BA (2%) | | | \$46.31 | \$47.96 | \$49.81 | \$52.27 | \$52.78 | \$53.30 | \$53.82 | \$54.35 | \$54.88 |
| 13.13 | - plus Bilingual (2%) | | | \$46.31 | \$47.96 | \$49.81 | \$52.27 | \$52.78 | \$53.30 | \$53.82 | \$54.35 | \$54.88 |
| 13.14 | - plus AA + Bilingual (3%) | | | \$46.76 | \$48.43 | \$50.29 | \$52.79 | \$53.30 | \$53.82 | \$54.35 | \$54.88 | \$55.42 |
| 13.15 | - plus BA + Bilingual (4%) | | | \$47.22 | \$48.90 | \$50.78 | \$53.30 | \$53.82 | \$54.35 | \$54.88 | \$55.41 | \$55.96 |
| 13.2 | Sergeant (Non Firearms Qualified) with 2 premiums | | | \$46.64 | \$48.26 | \$50.07 | \$52.49 | \$52.99 | \$53.49 | \$54.01 | \$54.52 | \$55.04 |
| 13.21 | - plus AA (1%) | | | \$47.11 | \$48.75 | \$50.57 | \$53.01 | \$53.52 | \$54.03 | \$54.55 | \$55.07 | \$55.59 |
| 13.22 | - plus BA (2%) | | | \$47.57 | \$49.23 | \$51.07 | \$53.54 | \$54.05 | \$54.56 | \$55.09 | \$55.61 | \$56.14 |
| 13.23 | - plus Bilingual (2%) | | | \$47.57 | \$49.23 | \$51.07 | \$53.54 | \$54.05 | \$54.56 | \$55.09 | \$55.61 | \$56.14 |
| 13.24 | - plus AA + Bilingual (3%) | | | \$48.04 | \$49.71 | \$51.57 | \$54.06 | \$54.58 | \$55.10 | \$55.63 | \$56.16 | \$56.69 |
| 13.25 | - plus BA + Bilingual (4%) | | | \$48.51 | \$50.19 | \$52.07 | \$54.59 | \$55.11 | \$55.63 | \$56.17 | \$56.70 | \$57.24 |

**ADDENDUM C
ADVICE OF ADMINISTRATIVE INVESTIGATION**

Date:

To:

From:

Subj:

As required by section 2.07a (Due Process) of the Corrections Deputies & Sergeants Collective Bargaining Agreement this document notifies you that you are the subject employee in connection with an Investigation that has been authorized by the Sheriff.

An interview will be performed at a later date. Prior to the interview, you will receive an Advice of Investigative Interview providing you with the name of the investigating officer, the name and rank of the interviewer and the names of others who will be in attendance, the specific allegations and the policy violations. All involved parties shall be bound to the NOTICE provisions contained at the end of this Advisement.

THIS IS A CLASS I ADMINISTRATIVE INVESTIGATION

THIS IS A CLASS II ADMINISTRATIVE INVESTIGATION

This investigation is to determine the facts and possible violations of Sheriff's Office Policy/Procedure, Rules and Regulations regarding:

Alleged Acts of Misconduct:

Alleged Policy Violations:

Whatcom County Sheriff's Office **ADVICE OF ADMINISTRATIVE INVESTIGATION** Page 1 of 2 _____
Deputy Initials

ADDENDUM D

**ADVICE OF ADMINISTRATIVE INTERVIEW AS REQUIRED
BY SECTION 2.07c(1) (INTERVIEW ADVISEMENT) OF THE
CORRECTIONS DEPUTIES & SERGEANTS COLLECTIVE BARGAINING
AGREEMENT**

Date:

To:

From:

Subj:

YOU ARE THE **SUBJECT EMPLOYEE**

YOU ARE A **WITNESS EMPLOYEE**

in connection with an Investigation that has been authorized by the Sheriff.

The Officer in Charge of this Investigation is: _____

This interview is to be performed by _____ (name, rank)
and also in attendance will be _____, all of whom shall be
bound to the **NOTICE** provisions contained at the end of this Advisement.

THIS IS A **CLASS I ADMINISTRATIVE INVESTIGATION**

THIS IS A **CLASS II ADMINISTRATIVE INVESTIGATION**

**A. This investigation is to determine the facts and possible violations of Sheriff's Office
Policy/Procedure, Rules and Regulations regarding:**

Allegations:

For a Subject of the investigation, state the specific factual nature of investigation
For a Witness in the investigation, state the purpose of interview

Possible Policy/Rules/Regulations Violations include but are not limited to:
(this section is optional for notice to a witness employee)

F. You have the right to suggest specific witnesses to be interviewed by the investigator. Upon notice of completion, you have the right to review and make corrections and/or additions to your transcript prior to the conclusion of the investigation.

G. Statements made to the investigator during an Administrative Investigation:

1. Will become part of the investigative file for the use of the Sheriff only to the extent permitted by law and subject to all legal protection available as a private confidential and privileged communication to the extent permitted by law; and
2. Will not be provided to other witnesses or interviewees involved in the investigation by the investigator such that the information is attributable to any individual identified by the investigator; and
3. Are not to be communicated to any person by you except to a Union representative if necessary to protect the legal rights of a witness or subject. You may consult with your private attorney.
4. Provided, that the referral of the summary of facts and findings to the involved employee's chain of command, Human Resources, or the Prosecuting Attorney's Office shall not constitute a breach of any privilege, privacy, or confidentiality; and provided further that should the involved employee choose to appeal the resulting personnel or disciplinary action and thus put at issue the merits of that action, statements given, and persons involved in the investigation may be asked by the Sheriff's Office or the subject employee to give a sworn testimony regarding their involvement. If other disclosure is necessary, notice will be given to the Union.

H. The investigator will read the following warning into the recording at the start of the interview:

You are about to be questioned as part of an administrative investigation being conducted by the Whatcom County Sheriff's Office. You are hereby ordered to fully answer the questions that are put to you that relate to information you possess and/or your conduct and/or job performance, and to cooperate with this investigation. You are required to answer questions relating to the performance of your official duties or fitness for duties. Your failure to answer truthfully and cooperate with this investigation can be the subject of disciplinary action in and of itself, including dismissal. The statements you make or evidence gained as a result of this required cooperation may be used for administrative purposes but will not be used or introduced into evidence in a criminal proceeding.

ADDENDUM E
LETTER OF AGREEMENT
BY AND BETWEEN
WHATCOM COUNTY, WASHINGTON
AND
GENERAL TEAMSTERS LOCAL 231 – CORRECTIONS
Trial Shift Bidding Procedure for Bid Years 2023-2025

This Letter of Agreement is by and between Whatcom County, hereafter called “the County” and Teamsters Union Local 231, hereafter called “the Union” regarding and attached to the Corrections Deputies and Sergeants Collective Bargaining Agreement.

The purpose of this Letter of Agreement is to temporarily implement a modified shift cycle (3.01d 12-Hour Shift) and shift bid periods (3.02a(4) (Shift Bid Periods) on a trial basis before the parties commit to permanent contract language changes. The modified shift cycle and bidding process is expected to benefit bargaining unit members and improve operations within the Corrections Bureau.

A. Administration of Trial Period

1. The trial period will continue with the May 2023 bid cycle for 2024 and end no later than May 2025.
2. The parties will periodically monitor and review the developing schedule to ensure there are no unintended or unanticipated results that adversely affect the County or bargaining unit members. Schedules will be completed by or before October 31.
3. In April of 2025, the County and Union will meet and evaluate the effectiveness of the new shift bidding process.
4. The parties may mutually agree to extend the trial period or implement all or part of the language modified by this Agreement.
5. If no mutual agreement is reached by May 31, 2025, this Agreement will expire and the articles covered will revert to the language in effect in the current collective bargaining agreement.

B. Shift Bidding Process for Bid Years 2023, 2024 and 2025

The parties agree to the following contract language during the trial period:

3.01d 12-Hour Shift. Deputies employed on a 12-hour shift schedule shall have work hours counted according to the 7(k) exemption under the Fair Labor Standards Act for the purpose of determining when overtime compensation is due. An employee must have in excess of 86 straight-time **worked** hours in a fourteen (14) day work cycle in order to receive overtime pay

**LETTER OF UNDERSTANDING #1
BY AND BETWEEN
WHATCOM COUNTY, WASHINGTON
AND
GENERAL TEAMSTERS' LOCAL UNION NO. 231**

This letter of understanding is in consideration of that certain collective bargaining agreement between the General Teamsters' Local Union No. 231, and Whatcom County, regarding and attached to the Corrections Deputies & Sergeants collective bargaining agreement.

1. Drug-Free Work Place Policy. Upon request by the County, during the term of this Agreement, the Union shall meet and enter into negotiations on an alcohol and drug-free work place policy, including drug testing.

2. Training. The County will provide the following types of training for Correction Deputies and Corrections Sergeants:

- (a) Administering of prescription drugs; and
- (b) AIDS prevention and safeguards against AIDS in the work environment.

3. Grooming. Mustaches shall be allowed as long as they conform to grooming standards.

4. Non-Firearms Qualified. The Sheriff shall maintain a list of employees who were not as of January 1, 2007 firearms qualified. These employees were grandfathered and will not be required to be firearms qualified during their Corrections employment with Whatcom County. Other deputies hired prior to December 31, 1998, can be relieved of the transportation qualified requirement as approved by the Sheriff and added to the list. Any such approved non-firearms qualified employees will be placed in the appropriate "non-firearms qualified" range as of July 6, 2014.

- Seniority
- Paid and Unpaid Leaves of Absence (other than those described above)
- Internal investigation notice
- Grievance procedures and arbitration
- Bidding for positions posted within the bargaining unit, except as allowed under Whatcom County Civil Service Commission Regulations & Rules and RCW Title 41

4) Posting

Positions under this Letter of Understanding will be filled in compliance with Whatcom County Civil Service Commission Regulations & Rules and RCW Title 41.

5) Regular Positions

If a current full-time temporary with benefits is selected to fill a regular, budgeted County position, the period served as a temporary with benefits will apply toward health and welfare benefits eligibility if there has been no break in service and coverage and if allowed by current benefit plans. If appointed to a regular position, vacation accruals will commence at the "0-1" year level.

6) Non-Precedent Setting

This Letter of Understanding will not be considered precedent setting to any other matter of concern raised by Teamsters or employees under the Corrections Deputies & Sergeants Collective Bargaining Agreement.

7) Termination

Either the employee or the County can end the employment relationship outlined in this Letter of Understanding without notice or reason.

8) Cancellation

Either party may cancel this agreement at any time following thirty (30) days written notice to the other.

Center will require additional training to become eligible as Acting Sergeant at the Main Jail.

- 3. Deputies are responsible to fulfill the criteria set forth in Article 18.09a to remain on the Acting Sergeant list.

This Letter of Understanding will not be considered precedent setting with regard to any other matter or concern under the collective bargaining agreement.

| Name | Signature | Date |
|-----------------------------------|-----------|------|
| Daron Smith, Teamsters Local 231 | | |
| Rich Ewing, Teamsters Local 231 | | |
| Bill Elfo, Whatcom County Sheriff | | |
| Karen Goens, HR Manager | | |
| Jack Louws, Executive's Office | | |

Approved as to form:

Civil Deputy Prosecuting Attorney

Date

- Experiencing, a minimum of seven (7) positions down that are vacant and in the process of being filled, at initial Corrections basic academy training, or for leave such as FMLA, WAPFL, or other types of leave for medical reasons.
3. During the time that the staffing needs declared by the Whatcom County Sheriff resulting from emergency staffing shortages of Main Jail and Work Center remain in effect, all time worked in excess of 20 hours of emergency overtime in a 12-week period (as a part of the process outlined below) will be paid at double time.
 4. During such temporary emergency staffing shortage, available "emergency overtime" will be calculated in a manner that averages out the total overtime coverage needed in a 12-week period divided by the number of deputies available during such 12-week period.
[Example: $1,760$ Emergency OT hours total / 55 available deputies ($1,760/55$) = 32 hours]
 5. Available "emergency overtime" will be posted on the I-Drive to allow deputies time to sign up for the available "emergency overtime". Notice of the "emergency overtime" need, average number of hours per deputy, and instructions to access the posted "emergency overtime" will be disseminated to all affected deputies a minimum of forty-eight (48) hours prior to the start of the sign-up period.
 6. **Sign-up Period:** The temporary "emergency overtime" sign-up period process will be eight (8) days. During the 8-day sign-up period, bumping will not be allowed.

Deputies will have the opportunity to sign up for shifts in 4-hour blocks until the individual hours needed, as described in section 2 above, are met. Nothing in this section precludes deputies from signing up for "emergency overtime" beyond the averaged hours needed individually.
 7. Once the Sign-up Period is complete, deputies who have not met the average number of "Emergency Overtime" hours needed per deputy (e.g.: 16 hours) during the 12-week period, will be notified of the number of hours individually needed to meet the average and will have 24 hours to choose from the remaining "Emergency Overtime" shifts to be covered. This will be based on the fewest "Emergency Overtime" hours signed up for, then seniority. After this 24-hour window, any remaining "Emergency Overtime" shifts will, within one week, be assigned to deputies that have not met the average hours needed in 4-hour blocks until all "Emergency Overtime" is covered.
 8. Deputies with 2 weeks or more of scheduled vacation during the 12-week period, will, based on weeks available, see a prorated (by week in 4-hour blocks) number of hours individually needed for sign up purposes.
 9. In lieu of the order-in process, employees that have signed up for non-bid "Emergency Overtime" shifts which are outside the employee's established schedule will be paid at the time-and-one-half premium rate irrespective of Article 3.01d.

| | | |
|----------------------------------|--|--|
| Bill Elfo, Sheriff | | |
| Melissa Keeley, HR Manager | | |
| Satpal Sidhu, Executive's Office | | |

Approved as to Form:

George Roche
Senior Civil Deputy Prosecuting Attorney

Date