

**WHATCOM COUNTY CONTRACT
INFORMATION SHEET**

Whatcom County Contract No. _____

Originating Department:	Administrative Services
Division/Program: <i>(i.e. Dept. Division and Program)</i>	Human Resources (HR)
Contract or Grant Administrator:	Melissa Keeley, HR Manager
Contractor's / Agency Name:	CBA between Whatcom County and Fraternal Order of Police
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 #: _____	
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? Contract _____ Yes <input type="radio"/> No <input checked="" type="radio"/> If yes, RFP and Bid number(s): _____ 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: 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: _____	
Collective Bargaining Agreement between Whatcom County and the Fraternal Order of Police, Matt Herzog Memorial Lodge #24, representing Sheriff's Office Management effective January 1, 2022 through December 31, 2024.	
Term of Contract: Two years	Expiration Date: 12/31/2022

Contract Routing:	1. Prepared by: <u>Melissa Keeley</u>	Date: <u>12/30/21</u>
	2. Attorney signoff: <u>George Roche</u>	Date: <u>12/30/21</u>
	3. AS Finance reviewed: _____	Date: _____
	4. IT reviewed (if IT related): _____	Date: _____
	5. Contractor signed: _____	Date: _____
	6. Submitted to Exec.: _____	Date: _____
	7. Council approved (if necessary): _____	Date: _____
	8. Executive signed: _____	Date: _____
	9. Original to Council: _____	Date: _____

COLLECTIVE BARGAINING AGREEMENT

by and between

Whatcom County, Washington

and

The Fraternal Order of Police

Matt Herzog Memorial Lodge #24

Whatcom County Sheriff's Office Management Group

January 1, 2022 – December 31, 2024

**WHATCOM COUNTY, WASHINGTON
AND
Whatcom County Sheriff's Office Management Group**

January 1, 2022 – December 31, 2024

GENERAL PURPOSES

This Agreement ("Agreement"), is made by and between Whatcom County, hereinafter referred to as the Employer or County, and the Fraternal Order of Police (FOP) Matt Herzog Memorial Lodge #24, Whatcom County Sheriff's Office Management Group, hereinafter referred to as the FOP.

The purpose of the Employer and the FOP in entering into this Agreement is to set forth the entire agreement with regard to wages, hours, and working conditions, to promote uninterrupted public service, efficient operations, and harmonious relations, giving full recognition to the rights and responsibilities of the Employer and the Employees.

ARTICLE 1 – DEFINITIONS

As used herein, the following terms shall be defined as follows:

1.1 Bargaining Unit shall include all fully commissioned employees bearing the rank of Lieutenant, Inspector, or Chief Deputy within the Whatcom County Sheriff's Office. For the purposes of this Agreement, the Chief Deputy position is synonymous with the position of Inspector and shall be referred to as Chief Deputy. Excluded from this agreement are the Sheriff, Undersheriff, Sergeants, Deputies and all non-commissioned employees of the Sheriff's Office, and any confidential employees.

1.2 Day shall be defined as calendar days. Whenever any calculation of days is required by this Agreement, "Day 1" shall be defined as the first full calendar day immediately following the day an event occurs that triggers the calculation. If the last day of the calculated period of business days is a Saturday, Sunday, or a holiday, the last day of the period shall be the next calendar day that is not a Saturday, Sunday, or holiday.

1.3 Employee shall mean regular employees in the bargaining unit (as defined in sections 2, 3 and 5) covered by this Agreement.

1.4 Employer shall mean Whatcom County, Washington.

1.5 Immediate Family shall be defined as persons related by blood, marriage, or legal adoption in the degree of relationship of grandparent, parent, wife, husband, brother, sister, child, grandchild or domestic partner defined as a Washington State registered same or opposite sex domestic partnership where one partner is over the age of 62.

1.6 Retirement shall be defined as separation from employment when the employee is retirement eligible under the Washington State Department of Retirement

Employer any amounts paid to it in error on account of the check-off provision upon presentation of proper evidence thereof.

3.4 Bargaining Unit Roster. For any new employee covered by this Agreement, the Employer will notify FOP within thirty (30) days after the employee's date of hire. The Employer shall provide the FOP with a roster of employees covered by this Agreement upon request of the FOP.

The FOP agrees to supply both the Sheriff and Human Resources with a current list of bargaining unit officers. The Employer will recognize the officers as soon as the written list is received by the Sheriff's Office and Human Resources.

3.5 Nondiscrimination Union Activity. Neither party shall discriminate against any employee or applicant for employment because of membership in or non-membership in or activity on behalf of the FOP. Any asserted violation of this Section is not subject to the grievance procedure in the event a similar assertion is filed with PERC.

ARTICLE 4 – FOP / EMPLOYER RELATIONS

4.1 FOP Access. Business Representatives of the FOP shall be allowed on the premises of the County to attend Civil Service meetings, grievance procedures, and collective bargaining sessions but shall not conduct business in the operating areas of the Sheriff's Office nor interfere with on-duty personnel.

The FOP shall be allowed to hold quarterly meetings in the conference room located on the premises of the County in the Sheriff's Office, provided such meetings do not interfere with scheduled work or Sheriff's Office operations. Off-duty employees present at FOP meetings shall not be considered to be performing regular duty and shall not be paid by the County for such time.

4.2 Facility and Equipment Use. Except as otherwise provided herein, the FOP recognizes that County equipment, including computer systems, facilities, and supplies are for County business, and cannot be used for FOP business.

The County shall permit the reasonable and lawful use of one bulletin board by the FOP for the posting of notices relating to official FOP business. Such bulletin board shall not be used for political purposes or any other non-official business.

4.3 Labor Management Committee. The Labor Management Committee shall meet as needed at the request of either party, provided that five (5) business days' notice of the meeting is given, to discuss and resolve issues of continuing importance to the FOP and/or Employer. All meeting time spent by one member of the Labor-Management Committee will be considered time worked if during duty hours and will be paid at the appropriate regular rate of pay

4.4 Negotiations Release Time. The Employer shall allow up to three members of the FOP negotiation committee to attend negotiation sessions during on-duty time, giving full consideration to operational needs.

6.3 Recognition for Additional Duties. To recognize the disruption caused when assigned Duty Staff Officer, and the fact that command staff are exempt from overtime and not compensated for overtime work, following completion of each weekly rotation, effective following date of adoption, the Duty Staff Officer shall be granted the choice of either a \$400 stipend or ten (10) hours of compensatory time at the straight time rate. Compensatory time earned during the Duty Staff Officer rotation must be used within the calendar year earned. Unused compensatory time earned while assigned the Duty Staff Officer rotation cannot be cashed out.

6.4 Emergency Response. Employees authorized in advance and required to respond in person to extraordinary emergencies, working anytime between the hours of 9:00 p.m. and 6:00 a.m., Monday through Friday and any time on Saturday or Sunday, shall receive a \$150 stipend per incident. If an employee is not on a pre-approved absence, and response to an incident is during normal hours but extends to hours or days noted above, no stipend is awarded. If the incident extends beyond 24 hours from the first response by employee and additional responses are required during times or days noted above, depending upon circumstances or the ability to flex time, an additional stipend may be awarded. Pre-authorization for extraordinary emergencies eligibility is provided by an employee's supervisor in advance with written approval of the Sheriff or designee for a specific incident requested after the incident occurs. Final approval of a specific incident is provided by the Sheriff or designee. (Policy AD146100Z). ("Authorization for Emergency Response Stipend or Compensatory Time").

ARTICLE 7 – EMPLOYMENT PRACTICES

7.1 Nondiscrimination. The FOP and the Employer agree to provide equal opportunity as to the provisions of this Agreement to all their members and employees. Neither the Employer nor the FOP shall discriminate against any person on the basis of such person's race, sex, marital status, color, creed or religion, national origin, age, veteran status, sexual orientation or the presence of any sensory, mental or physical disability, unless based upon a bona fide occupational qualification. Wherever words denoting a specific gender are used in this Agreement, they are intended and shall be construed so as to apply equally to either gender.

7.2 Recruitment and Selection. Recruitment and selection shall be conducted in accordance with Whatcom County Civil Service Rules and Regulations. The Sheriff reserves the right to appoint the unclassified positions of Chief Criminal Deputy, Chief Civil Deputy and Inspector.

7.3 Personnel Files

7.3.1 Definition. A personnel file shall be defined as the file maintained by the County and/or Sheriff's Office for the purpose of retaining records related to an employee's employment status, work history, training or disciplinary records. It is understood that a personnel file does not include material relating to medical records, pre-appointment interview forms, Administrative Investigation files, or applicant background investigation documents such as, but not limited to, psychological evaluations and polygraph results.

job. The Employer also has the right to require such certification from its own physician, consistent with business necessity. An employee may request that his/her personal physician be designated as the examining physician. In the event the County designates its own physician, the County shall pay the costs of such examinations. No employee shall lose pay because a required physical and/or mental examination is scheduled by the Sheriff's Office during all or part of his/her normal work day. When the County requires an employee to attend a medical examination at a physician selected by the County, the employee shall be paid for the time spent traveling to and from the exam and for the duration of the exam.

The Employer will comply with the Americans with Disabilities Act in all such examinations. All medical records maintained by the Employer will be maintained in separate confidential files, as required by law. The information provided to the Employer shall be limited to 1) whether the employee is fit for duty, and information relevant to any potential accommodations; 2) if the employee is deemed not fit for duty, whether such unfitness is permanent or temporary, and if temporary, when the employee will either return to fitness or be re-examined. The same restriction shall apply for all subsequent re-evaluations.

7.5 Discipline Corrective Action. The Administration of the Sheriff's Office shall adopt reasonable rules and regulations for the conduct of its employees. It is agreed that the Sheriff's Office has the right to discipline, demote or discharge employees for just cause.

Section 1. Written Notice. The County agrees that before disciplinary action is taken against any member of the bargaining unit, notice will be given to the employee by the Sheriff, or designee, that the employee has become the subject of a formal Administrative Investigation which might result in disciplinary action as defined below in this article. This notification shall be in writing and provided to the employee forty-eight (48) hours prior to any formal interview conducted by the Undersheriff or designee when conducting Administrative Investigations. The written notice given to the employee shall notify the employee that he/she is the subject of an Internal Affairs investigation which may result in disciplinary action, and provide sufficient information concerning the nature or subject of the investigation so as to reasonably apprise him/her of the allegations.

Section 2. Waiver of Notice Period. The employee may voluntarily waive the forty-eight (48) hour period between the receipt of such notification and the Internal Affairs interview. In such instances, the waiver shall be in writing and a copy shall be forwarded to the bargaining unit representative.

Section 3. Interview Participants. The Employee may request a FOP representative to be present during an Administrative Investigation interview and participate to the extent required by law.

Section 4. Investigative Interviews. It is understood that this Article applies to employees who are the subject of an investigation which could reasonably be expected to lead to the employee's suspension, demotion or termination. Nothing in this

Section 12. Use of Force. When an employee uses force, which could likely result in the injury or death, the employee shall not be required to make a written statement for seventy-two (72) hours after the incident. The officer may be required to verbally report to a superior officer a public safety statement of the incident for the purpose of securing evidence, identifying witnesses, apprehending suspects, or any other exigent circumstances. The affected employee may waive the seventy-two (72) hour requirement. The County shall provide the employee with secure means for communication with any person for whom a legal privilege exists.

ARTICLE 8 – SENIORITY AND LAYOFF

8.1 Definitions

8.1.1 Seniority. Seniority shall be established upon appointment to a regular full-time budgeted position as a Lieutenant or Chief Deputy within the bargaining unit.

8.1.2 Classification Service Credit. Service credits are based on the total number of continuous service credit months as a Lieutenant or Chief Deputy respectively, as provided for in the Whatcom County Civil Service Rules.

8.2 Retention Credit. The total of an employee's accumulated service credit earned through regular appointment in a position and higher positions in a promotional series, or in a combination of positions or service approved by the Civil Service Commission, is used to determine order of layoff and displacement, and rank on a reinstatement register per Whatcom County Civil Service Rules.

8.3 Loss of Seniority. An employee will lose seniority rights by and/or upon resignation, discharge, retirement, failure to return from an approved leave of absence, or failure to accept recall from a reinstatement register.

8.4 Layoffs and Recall. The determination of whether layoffs or reductions in hours are necessary shall be made by the Employer. Layoffs, reductions in hours, displacement and reinstatement will be conducted in accordance with Whatcom County Civil Service Rules and Regulations. Employees being laid off, subject to hour's reduction or displaced shall be given as much written notice as is practicable.

8.5 Notice. The FOP shall be notified of all layoffs thirty (30) days prior to the effective date of the layoff. Upon request, the Employer will meet with the FOP to discuss the layoffs.

8.6 Request for Volunteers. When implementing the provisions of the layoff procedure, the Employer may first seek, by a five (5) business day posting process, volunteers for layoff or voluntary resignation. If there are more volunteers than affected employees, volunteers will be chosen by Classification Service Credit. Employees who volunteer for layoff may opt for recall per Whatcom County Civil Service Rules.

ARTICLE 10 - LONGEVITY/PERFORMANCE PREMIUM

Upon completion of the following years of service, employees shall receive longevity/performance premium in the amount indicated based on the top-step deputy wage.

Yrs of	%
6	2.00%
9	3.00%
12	3.50%
15	4.00%
18	4.50%
21	5.00%
24	6.00%
27	7.00%

Effective December 31, 2024, payable the first full pay period in 2025, Longevity will be calculated off top step lieutenant rather than top step deputy. The parties recognize that this increase in total compensation equates to approximately 2% at the end of the term of this Agreement and will therefore be a factor that impacts negotiations for the successor labor agreement.

ARTICLE 11– HOLIDAYS

11.1 Holidays. Paid holidays will be posted on an annual basis and includes the addition of Juneteenth National Independence Day in 2022. To receive holiday pay, employees must be in paid status or on approved voluntary unpaid furlough, the entire scheduled work day before and after the holiday.

11.2 Personal Holiday. Each Employee shall receive one (1) personal holiday each calendar year not to exceed eight (8) hours. The personal holiday must be used in the year it is earned and cannot be cashed out upon separation.

11.3 Working A Holiday. Employees required by the Sheriff to work a paid County holiday because of an emergency, an assignment that can only be completed when County offices are closed, or special directive from the Sheriff or designee, shall receive two (2) days, not to exceed sixteen (16) hours, of paid time off at a mutually agreeable time. (see Authorization for Emergency Response Stipend or Compensatory Time form.)

Unused time off earned before December 31 may be carried forward and must be used in the following year. Unused paid time off earned under this provision will be cashed out upon separation of employment.

ARTICLE 12 – VACATION

12.1 Vacation. Employees shall be entitled to vacation accrual benefits if benefits eligibility criteria are met (section 15.1). Accruals for 1.0 FTE will be in accordance with

voluntary separation, layoff or death in the amount of twenty-five (25%) percent of accrued hours up to a maximum of 960 hours. Employees must give at least two (2) weeks' notice prior to separation to be eligible for sick leave cash out.

13.8 Leave Sharing Program. Employees may donate up to a maximum of twenty-four (24) hours of accrued sick leave and twenty-four (24) hours of accrued vacation leave each year to employees eligible to receive leave donations.

13.9 Excess Sick Leave Contributions. Employees who have at least 960 hours in their sick leave bank the first and last pay period of the year (or at the beginning of a calendar year and upon termination in that same year) will receive a contribution into their Health Savings Account (HSA), if they have one, or if they do not have an HSA, into a Retirement Health Savings (RHS) plan, based upon a portion of the hours accrued but not used during the year. Sick leave hours accrued to a maximum of forty-eight (48) hours, minus hours used, multiplied by 25%, multiplied by the hourly rate at year-end (or date of termination, if earlier) equals the HSA or RHS contribution. These hours will no longer be available to the employee and will be deducted from the accrual bank.

13.10 Bonus Days. Employees will receive an additional 40 hours of vacation time each year if they have accrued 600 hours of sick leave on December 31 of the previous year.

ARTICLE 14 – LEAVES OF ABSENCE

14.1 Jury Duty and Military Leave. Employees shall have no deduction in salary for absences caused by jury duty or annual military leave. Jury duty and military leave will be provided as described in County Policy, USERRA or state law.

14.2 Bereavement Leave. If an employee suffers a death in the immediate family, the employee shall be provided up to five (5) days off (maximum of forty hours) without loss in pay. Immediate family members include a spouse or State registered domestic partner, child or parent (including step) of either the employee or the employee's spouse. For the death of other than immediate family, the employee shall be provided up to three (3) days off without loss of pay. Other family members (including step) include brother, sister, grandchildren or grandparents of either the employee or the employee's spouse. In the event of a funeral or other memorial occurring as a result of the death of a current, lawful brother or sister-in-law, the affected employee may have up to eight (8) hours off without loss in pay to attend the funeral or memorial, if not covered above. Additional days off without pay or using accrued leave may also be available upon written approval of the Sheriff or designee.

14.3 Civil Leave. Civil leave with pay shall be allowed to permit an employee to testify in any federal, state or municipal court when a subpoena compels such testimony and such testimony is on behalf of Whatcom County or is in connection with a matter in which Whatcom County is a party.

14.4 Family Leave. The County agrees to provide unpaid leave to any eligible employee covered by this Agreement, consistent with state and federal law. Employees

contribution. Compensation earned in one (1) month provides benefit coverage in the following month unless stipulated otherwise in plan documents. The County agrees to make contribution into the Benefit Trust Funds, in order to provide the benefits outlined in the following sections of this Article on behalf of all eligible employees covered by this Agreement. 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 the Washington Teamsters Welfare Trust. Benefits shall include the employee, spouse, and dependent children in accordance with the Washington Teamsters Welfare Trust and other Plans.

15.2 Health and Welfare Benefits. The County agrees to make monthly contributions towards the following plans:

- A. Medical – Washington Teamsters Welfare Trust Plan "B".
- B. Dental - Washington Counties Insurance Fund (WCIF) Plan D-3
- C. Vision – Washington Teamsters Welfare Trust Extended Benefit Plan
- D. Life Insurance – employee only coverage in the face amount of \$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 \$100 per week

15.2.1 County Contribution. For Plan Year 2022, based on the preceding month's hours, the County shall pay the monthly premium cost of \$1,313.20 towards A. Medical and F. Plan D Time Loss. The county agrees to pay the appropriate monthly contribution amount necessary to provide B. Dental, C. Vision, D. Life Insurance, and E. Waiver of Contributions during the life of this agreement.

For Plan Year 2023, the County shall pay the actual monthly premium cost or up to \$1,379, whichever is less.

For Plan Year 2024, the County shall pay the actual monthly premium cost or up to \$1,448, whichever is less.

15.2.2 Employee Contribution. Should funds designated in Section 15.2.1 County Contribution not be adequate to cover the full contribution for A. Medical and F. Plan D Time Loss, payment via payroll deductions in the amount needed to fully fund the contribution for both Medical Plan B and Time Loss Plan D shall be the obligation of the employee. Any employee obligation shall be satisfied through payroll deduction utilizing the Flex 125 program.

15.4 Other Benefits

15.4.1 Flex 125 The County will pay set-up costs and ongoing maintenance costs to allow employees to utilize a Dependent and Health Care Reimbursement Plan.

Step 1. The grievance shall be submitted in writing by employee or FOP to the employee's immediate supervisor, as described above. The written grievance shall state the act or acts being challenged, the section(s) of this Agreement allegedly violated, an explanation of the alleged violation and the remedy which is sought. The supervisor shall respond within fourteen (14) days.

Step 2. If the grievance is not resolved at Step 1, the FOP may forward the grievance to Step 2 within fourteen (14) days of the Supervisor's determination. The grievance shall be forwarded to a Grievance Committee which shall consist of three (3) members. The Grievance Committee shall meet to discuss the grievance within thirty (30) days of the submission to the Grievance Committee.

Step 3. If a majority of the Grievance Committee is unable to resolve the grievance, it may be forwarded by the FOP to the Sheriff (in writing) within fourteen (14) days of the meeting of the Grievance Committee. The Sheriff shall have fourteen (14) days to render a decision on the matter.

Step 4. If the FOP remains unsatisfied after Step 3, it may elect within fourteen (14) days of the completion of Step 3 and with the County's consent, to forward the matter to mediation for attempted resolution of the matter. The mediator will be jointly selected by the parties, and the parties will try to expedite the mediation process.

Step 5. The FOP may forward a grievance to binding arbitration within twenty (20) days of the completion of Step 3, or within twenty (20) days of the completion of Step 4 if the parties' elect mediation. The submittal to arbitration shall be made in writing.

16.4 Selection of Neutral Party. The parties shall initially seek to agree upon a mediator or arbiter. If the parties are unable to agree, the FOP may request a list of nine (9) arbiters from Washington and Oregon from the Federal Mediation and Conciliation Service. The parties shall alternately strike names from the list until one remains. That individual shall be the mediator or arbiter.

16.5 Arbitration Hearings. The arbitrator will commence hearings, if possible, within sixty days after his/her selection and shall render an award, in writing, within thirty days after submission. The award of the arbitrator shall include his/her written findings and conclusions and shall be final and binding on the parties to this agreement and upon the complaining employee(s). The mediators and/or arbitrator's fees and expenses shall be borne equally by the County and the FOP. All other expenses and costs, including the costs of representation, shall be borne by the respective party incurring them. Neither the arbitrator nor any party to the grievance shall have the power to add to, delete from or in any way alter the terms of this agreement.

16.6 Time Limitations. The County and the FOP agree to comply with the time limitations set forth above. Either party shall have the right to insist that the time limitations be complied with; provided, however, said time limitations may be waived by mutual agreement. Failure by the employee or the FOP to comply with the time limitations results in a waiver of the grievance. Failure by the County to respond in a timely fashion shall allow the FOP to move the grievance to the next step in the procedure.

19.1.2 Waiver. Employees providing documentation of their inability to open a checking and/or savings account may have this requirement waived.

19.2. Annual Clothing and Equipment Allowance. Employee will be paid a clothing and equipment allowance in the amount of twelve hundred dollars (\$1,200) each calendar year on the first pay period of February. This allowance shall be included in the calculation of monthly wages and considered taxable ordinary income.

19.2.1 Use of Clothing and Equipment Allowance. The clothing and equipment allowance shall be used to purchase uniforms and clothing required by the Sheriff's Office including all equipment for the safety and performance of the employees, including equipment for hazardous duty. Equipment purchased by employees with this allowance shall be the employee's property.

19.2.1 Amount of Replacement. The amount paid for replacement of a damaged item will be based on the general condition of the article. Whether damage was done in line of duty will be determined by the Sheriff's Office.

19.3 Ability to Cross Border. Employees must maintain the ability to cross the Canadian border if they are assigned to a position which may at any time require crossing the Canadian Border. The consequence for employees who become ineligible to cross the border will be determined on a case-by-case basis.

ARTICLE 20 – SAVINGS CLAUSE

Unless explicitly otherwise provided in this Agreement, the provision of the County Civil Service Rules and Regulations shall be applicable to the members of this bargaining unit.

If any provision of this Agreement or the application of such provisions should be rendered or declared invalid by any Court action or by reason of any existing or subsequently enacted legislation, the remaining parts or portions of this Agreement shall remain in full force.

Should state or federal law require the amendment or deletion of an article or section, the County and the Union will bargain for the purpose of reaching an agreement consistent with such legislation.

ADDENDUM A – SALARY TABLE

Lieutenant and Chief Deputy Positions

Effective January 2022 (+3%)

Position	Range	12 months of service to move to next step								
		Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9
Lieutenant	660					9,775	10,144	10,531	10,930	11,336
Chief Deputy	670						10,653	11,058	11,477	11,902

2022 Longevity (% of top Deputy step)

Yrs of	%	Hourly	Longevity
6	2.00%	\$44.49	\$0.89
9	3.00%	\$44.49	\$1.33
12	3.50%	\$44.49	\$1.56
15	4.00%	\$44.49	\$1.78
18	4.50%	\$44.49	\$2.00
21	5.00%	\$44.49	\$2.22
24	6.00%	\$44.49	\$2.67
27	7.00%	\$44.49	\$3.11

Effective January 2023 (+3%)

Position	Range	12 months of service to move to next step								
		Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9
Lieutenant	660					10,069	10,448	10,847	11,258	11,676
Chief Deputy	670						10,973	11,389	11,821	12,259

2023 Longevity (% of top Deputy step) TBD

Yrs of	%	Hourly	Longevity
6	2.00%		
9	3.00%		
12	3.50%		
15	4.00%		
18	4.50%		
21	5.00%		
24	6.00%		
27	7.00%		

Effective January 2024 (+3%)

Position	Range	12 months of service to move to next step								
		Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9
Lieutenant	660					10,371	10,762	11,172	11,596	12,027
Chief Deputy	670						11,302	11,731	12,176	12,627

*2024 Longevity (% of top Deputy step) TBD

Yrs of Service	%	Hourly Rate	Longevity
6	2.00%		
9	3.00%		
12	3.50%		
15	4.00%		
18	4.50%		
21	5.00%		
24	6.00%		
27	7.00%		

***Effective 12/31/24 payable the first full pay period in 2025, longevity will be calculated off top step lieutenant**