

**WHATCOM COUNTY CONTRACT
INFORMATION SHEET**

Whatcom County Contract No. _____

| | |
|---|---|
| Originating Department: | Administrative Services |
| Division/Program: (i.e. Dept. Division and Program) | Human Resources (HR) |
| Contract or Grant Administrator: | Melissa Keeley, HR Manager |
| Contractor's / Agency Name: | CBA between Whatcom County and Deputy Sheriff's Guild |

Is this a New Contract? If not, is this an Amendment or Renewal to an Existing Contract? Yes No
 Yes No If Amendment or Renewal, (per WCC 3.08.100 (a)) Original Contract #: _____

Does contract require Council Approval? Yes No 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 No If yes, grantor agency contract number(s): _____ CFDA#: _____

Is this contract grant funded?
 Yes No If yes, Whatcom County grant contract number(s): _____

Is this contract the result of a RFP or Bid process? Contract _____
 Yes No If yes, RFP and Bid number(s): _____ Cost Center: _____

Is this agreement excluded from E-Verify? No Yes If no, include Attachment D Contractor Declaration form.

If YES, indicate exclusion(s) below:

- Professional services agreement for certified/licensed professional. Goods and services provided due to an emergency
- Contract work is for less than \$100,000. Contract for Commercial off the shelf items (COTS).
- Contract work is for less than 120 days. Work related subcontract less than \$25,000.
- Interlocal Agreement (between Governments). 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:

2023-2025 Collective Bargaining Agreement between Whatcom County and Whatcom County Deputy Sheriff's Guild

Term of Contract: Three Years

Expiration Date: December 31, 2025

- | | | |
|-------------------|---|----------------------|
| Contract Routing: | 1. Prepared by: <u>Melissa Keeley</u> | Date: <u>8/30/22</u> |
| | 2. Attorney signoff: <u>by email</u> | Date: <u>8/29/22</u> |
| | 3. AS Finance reviewed: <u><i>[Signature]</i></u> | Date: <u>9/30/22</u> |
| | 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

**WHATCOM COUNTY DEPUTY SHERIFF'S GUILD
BARGAINING UNIT**

January 1, 2023 – DECEMBER 31, 2025

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AGREEMENT
By and Between
WHATCOM COUNTY, WASHINGTON
AND
WHATCOM COUNTY DEPUTY SHERIFF'S GUILD

January 1, 2023– DECEMBER 31, 2025

THIS AGREEMENT, MADE AND ENTERED INTO by and between Whatcom County, Washington, referred to as the County, and Whatcom County Deputy Sheriff's Guild, hereinafter referred to as the Guild.

GENERAL PURPOSES

The County and the Guild do hereby reach agreement for the purpose of enhancing the employer-employee relationship and to promote service to the public and the general efficiency, morale and security in the Sheriff's Office.

ARTICLE 1 - GUILD RECOGNITION AND SECURITY

1.1 Covered Employees. The County recognizes the Guild as the sole and exclusive representative for the purpose of collective bargaining for all full-time and regular part-time general authority peace officers (as defined in RCW 10.93.020) through the rank of sergeant of the Whatcom County Sheriff's Office, excluding supervisors, confidential employees and all other employees.

1.2 Non-Discrimination Clause. No employees shall be discharged, suspended or discriminated against for upholding Guild principles or engaging in protected Guild activity and any employee working under instruction of the Guild or who serves on a committee may do so without losing their position for such activity. There shall be no discrimination against any individual employee of the County or member of the labor organization with whom the County has a bona fide collective bargaining agreement with respect to the hire, tenure, compensation or other terms and conditions of employment because of Guild membership or as required by law.

1.3 New Hire Notification to Guild. The County agrees to notify the Guild bi-weekly of new hires. Notification will be in writing and will include the employee's name, address, date of hire, classification (step and grade), work location and phone number. The County will provide Guild representatives access to new employees while on duty for up to thirty (30) minutes within ninety (90) days of hire for the purpose of presenting Guild membership information.

1.4 Reserves and Volunteer Duties. Appropriately trained volunteer members of the Sheriff's Office and/or reserves may be used to perform the following duties: perform patrol, investigation and law enforcement functions; transport persons arrested by employees; transport paperwork and/or equipment to employees in the field, the Sheriff's Office or other locations; assist with community education and crime watch organizing efforts; use radar reader board; take initial reports of relatively minor matters not requiring the presence of an employee such as thefts under \$1,000 where suspects are unknown; instances of malicious mischief not amounting to a felony where suspects

are unknown; reports of suspicious activity where suspects are not present and where supervisory approval is first received; instances of worthless checks or documents where losses are under \$1,000; and, handling matters of disabled or abandoned vehicles and similar type incidents not requiring the presence of a fully commissioned and trained employee.

1.4.1 Reserves on Duty. No more than two (2) reserves will be allowed to work without being under the immediate control of an employee at any given time. Those two reserves working without being under the immediate control of an employee will at all times work together as a team. All other reserves will work under the immediate control of employees at a ratio of one reserve to one employee. Reserves will wear an insignia on their uniform identifying them as a reserve.

1.4.2 Emergencies. In cases of emergency, members of other agencies and/or reserves may be utilized by the Sheriff under the mutual aid agreement or under the Police Powers Act until the situation is controlled. Specially trained Corrections Deputies assigned to the Special Events Team (SET) may also be used in emergencies (within the scope of their training) until the situation is controlled. An emergency is defined as an unplanned incident in which a strong possibility of harm to persons or property exists, requiring immediate response. Once the emergency is under control, members of the bargaining unit would be utilized as outlined above.

1.4.3 Bargaining Unit Security. The work by reserves and volunteers identified above is subject to the security of the bargaining unit. Specifically, reserves and volunteers may be utilized only to supplement and not supplant bargaining unit positions. In the event of any layoff in the bargaining unit, reserves may only be utilized on a one-to-one ratio with an employee until the displaced bargaining unit member is recalled or the position is refilled.

1.5 Definition of Employee. The term "employee," as used in this Agreement shall be defined as follows:

Employee: General Authority Peace Officers who have full powers of arrest and who are fully commissioned Deputy Sheriffs employed by the Whatcom County Sheriff's Office (not including reserve).

1.6 Collective Bargaining. All collective bargaining with respect to wages, hours and other working conditions of employment shall be conducted by authorized representatives of the Guild and the County. It is recognized between the parties that this Agreement covers the employees of the Sheriff's Office for wages, working hours, schedules, benefits, and general working conditions only.

1.7 Civil Service. Except where matters are covered by express provisions of this Agreement, bargaining unit employees are subject to the rules of the Whatcom County Civil Service Commission. Any alleged violations of contractual provisions also covered by Civil Service Rules may be adjusted either through the Civil Service appeals process or through the grievance procedure of this Agreement provided that 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 further pursue the grievance or the Guild's right to request the County to arbitrate the grievance. Provided further that nothing in this section shall be construed as a waiver of any right the Guild may have to

require the County to engage in collective bargaining on any mandatory subject of bargaining.

ARTICLE 2 – DISCIPLINE/INTERNAL INVESTIGATIONS

2.1 Just Cause. No employee will be disciplined or discharged except for just cause.

2.1.1 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 just cause and without any recourse under this Agreement.

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

2.3 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.

| Type of Discipline | Maximum Period |
|---|---|
| Verbal Reprimand (Recorded to the employee's file) | 2 years and no reoccurrence of similar misconduct |
| Written Reprimand | 3 years and no reoccurrence of similar misconduct |
| Suspension (5 days or under), Disciplinary Transfer | 5 years and no reoccurrence of similar misconduct |
| Suspension (over 5 days) or Demotion | 7 years and no reoccurrence of similar misconduct |

2.3.1 Records Removal. Pursuant to the chart above, records of discipline removed from the employee's Sheriff's Office personnel file shall be maintained in the Office of Professional Standards and shall not be divulged or released except as required by law or upon authorization from the Prosecuting Attorney.

2.4 Supervisor Notes. Supervisor notes and log entries in and of themselves are not considered discipline.

2.5 Counseling. Counseling shall not be considered discipline.

2.6 Performance Evaluations. A performance evaluation shall not be considered discipline.

2.6.1 Disputes. An employee who receives a written performance evaluation with an overall rating below "meets job requirements" may file a grievance pursuant to the provisions of Article 22, Grievance Procedure, of this Agreement in the

event such evaluation would reduce the employee's longevity/performance premium. Otherwise employees may write rebuttals or responses to their performance evaluations but may not grieve them.

2.7 Investigative Procedures. Employees whose conduct may be subject to discipline shall be afforded, at a minimum, the rights established by these procedures. This section shall not apply to any routine, supervisory contact with an employee for the purpose of counseling, instruction, training or delivering a performance evaluation.

2.7.1 Due Process. Employees shall be afforded due process of law, which includes the right to be informed in writing (using Addendum C – Advice of Administrative Investigation) of the specifically alleged acts of misconduct and alleged policy violations within fifteen (15) calendar days from the date that a supervisor who is at a level outside the bargaining unit was made aware of the facts or circumstances that could lead to discipline of an employee. Employees shall be afforded the opportunity to respond to such charges.

2.7.2 Constitutional Rights or Privileges. When the investigation reveals the possibility of prosecution for a criminal offense, the employee charged with or suspected of committing a criminal act shall be afforded the same constitutional rights, privileges or guarantees enjoyed by any person. This section shall not deprive the County of the right to pursue the investigation administratively under section 2.7 (Investigative Procedures).

2.7.3 Interview. The interview of any employee during the course of an investigation that could lead to disciplinary action as defined in section 2.2 (Types of Discipline) shall be conducted under the following conditions.

2.7.3.1 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 2.7 (Investigative Procedures). The employee shall be provided Notice using Addendum D (Advice of Administrative Interview) 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 against you.

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

2.7.3.3 Conduct. The employee being interviewed and the interviewer shall not be subjected to verbal abuse.

2.7.3.4 No Inducements Allowed. No promise of reward shall be made as an inducement to answer any questions.

2.7.3.5 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 Guild 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 Guild 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.

2.7.3.5.1 Recording Permission Not Required. The investigator does not need to obtain permission from an employee at the time of the interview to audio record and/or otherwise record the Class I or Class II interview but must advise the employee that the interview is being recorded. The County and the Guild agree that the Advice of Administrative Interview attached to this Agreement (Addendum D) shall be provided to the subject or witness employees in all Administrative Interviews.

2.7.3.5.2 Class II Investigation Interviews. Class II investigations are generally not audio recorded but will be audio recorded at the request of either party. In a Class II interview should one party object to the use of an audio recording then a transcript shall be made and be the only official record. Class II transcription expenses shall be at the expense of the requesting party.

2.7.3.5.3 Recording Device. There shall be only one audio recording device used at the interview and all audio recordings shall be the sole responsibility of the County.

2.7.3.5.4 Non-employee Witnesses. To the extent possible, the County will record non-employee witness interviews.

2.7.3.5.5 Guild Representation. Any employee is entitled to Guild representation in an interview at the employee’s request.

2.7.3.6 Use of Force. When an employee uses deadly force which results in the injury or death of a person, the employee shall not be required to make a written statement for seventy-two (72) hours after the incident. During the seventy-two (72) hour period, the employee may be ordered to verbally report to a superior a brief summary 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 a private location for communication with any person for whom a legal privilege

exists.

2.7.4 Length of Investigation and Access to Investigatory File.

Disciplinary investigations, including the review and approval of the investigative report(s) by the Sheriff, shall not exceed ninety (90) calendar days. The County shall endeavor to complete the investigation prior to the expiration of ninety (90) days, however, the County reserves the right to extend the investigation timeline in section 2.7.4.1 (Extension of Timeline).

Within the ninety (90) calendar day time frame:

1. Notification of investigation shall be made to the employee within fifteen (15) calendar days as outlined in section 2.7.1 (Due Process).
2. Upon the determination by the Sheriff that the investigation is satisfactorily complete, the employee will be notified in writing of:
 - a. Any intent to impose discipline and the specific discipline contemplated (e.g. written reprimand, xx days suspension, termination);
 - b. If discipline is to be imposed, the date and time when a pre-disciplinary hearing will be held;
 - c. The Sheriff reserves the right to modify the initial determination as to the extent of discipline contemplated after a pre-disciplinary hearing.

2.7.4.1 Extension of Timeline. The length of an investigation may be extended where reasonably necessary by notice to and mutual agreement of the Guild. The Guild may not unreasonably withhold their agreement to extend the investigatory timeline. A request for extension must include the reason for the request and a reasonable number of days which does not prohibit the County from a reasonable request for additional extensions. Request for extensions shall not apply to notification of the investigation (section 2.7.1 – Due Process).

2.7.4.2 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 Guild 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.

2.7.5 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 Guild.

2.7.6 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.

2.7.7 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 Guild shall be afforded an opportunity to review and copy the file pursuant to section 16.5 (Access to

Equipment). Upon notice to the Guild, 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 Guild 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.

2.8 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.

2.9 Advance Notice of Public Disclosure Request. The County shall provide the employee at least seventy-two (72) hours (three business days) advance notice prior to releasing any personnel record information (including internal investigation files) to be provided through the Sheriff's Office in response to a Public Disclosure request, discovery request, or subpoena duces tecum unless specifically mandated by law.

2.10 Media Release of Employee Name. Prior to the release of an employee's name to the media, the Sheriff shall provide eight (8) hours' notice to the affected employee.

ARTICLE 3 - WORK SCHEDULE

3.1 Workweek. The workweek is defined as the seven-day period between 12:00 a.m. Sunday through 11:59 p.m. the following Saturday. Standardized shifts shall be established on a ten-hour basis. All time worked over the regular shift or over forty (40) hours in any one (1) workweek shall be paid for at the rate of time and one-half the regular rate of pay. The parties agree and recognize that unforeseen circumstances may create conditions that may render the ten-hour schedule not practical in terms of providing adequate protection for employees or the public. These circumstances may include, but are not limited to: lay-offs, emergencies, shortages of personnel, unusual occurrences, unanticipated changes in workloads, special events, changes in sick time use patterns, and similar events. In the event the Sheriff reasonably determines that it is not practical to safely or efficiently provide law enforcement services on the ten-hour work schedule, he may elect to revert to a 5-day/8-hour schedule as circumstances require. When the Sheriff identifies and articulates the benefit to enhance staffing, an alternate shift schedule may be implemented by mutual agreement upon thirty (30) days' notice to employees.

The parties will work collaboratively in LMC to modify any applicable sections of the CBA to capture the new schedule changes as a result of implementing squads.

3.1.1 Work Breaks. Employees are employed in activities that may preclude the observance of routine lunch and/or break periods. It is agreed that statutory lunch and break requirements shall be satisfied by employee observance of lunch and breaks as their duty assignments permit during any fully compensated work period.

3.1.2 Delineation of days limiting unbid vacation days off and changes to bid vacation. Prior to the commencement of vacation bidding each year, the parties shall meet and negotiate with Command Staff the days where special staffing needs may require the limiting of unbid vacation days off or changes to bid vacation during those times. The parties recognize that in addition to those delineated days, situations may arise that would also require a limitation of time off. In the event of such an occurrence, the parties agree to meet and negotiate with Command Staff possible remedies prior to denying time off.

3.2 Shift Bidding. The following procedure shall apply: During the first 10 days of September of each year a shift schedule shall be posted and bid by seniority for the following calendar year. A shift bid period shall be defined as being of two (2) months duration. Employees can bid any shift indefinitely, but can be temporarily assigned to another shift for cause. Rules regarding the bidding process will be established by mutual agreement between the County and the Guild. Pursuant to section 5.4 (Vacation Selection), the first vacation bid shall be at the same time. Employees shall be allowed twenty-four (24) hours to make their bid, provided no one shall be skipped unless they have been personally notified it is their turn to bid. Employees who know, or reasonably should know, that they will be absent when it is their turn to bid shall make a reasonable effort to make themselves available.

3.2.1 Scheduling of Probationary Employees. This section shall not apply to entry level probationary employees. Probationers will be assigned shifts by the administration and may not bid for shifts which occur before completion of their probation period. Probationary employees will be given fourteen (14) days' notice of work schedule after completion of their FTO period. Probationary employees who are assigned to ride alone will not be assigned Friday – Saturday or Saturday - Sunday as their days off, except when necessary to maintain adequate staffing.

3.2.2 Shift Trades. Employees may request up to a total of two shift trade days in any calendar month. Requests shall not impede operational efficiencies and shall not be arbitrarily denied. Shift trades cannot cause an adverse impact with unreasonably extended work hours (more than 16 hours). Approval of the Operations Lieutenant may be obtained in special circumstances for the arrangement of more than two trades per calendar month. Shift Exchange Requests submitted in person at least ten (10) days in advance of the trade will be deemed approved unless denied within ten (10) days of the trade request. Trade requests must be approved by both affected shift supervisors and the Operations Lieutenant. A shift trade date must be listed at the time of request (no banking), and must be accomplished within twelve (12) months. Failure to show up for a shift trade will result in revocation of the privilege to exchange shifts for up to one year and the time is required to be made up as staffing dictates. Probationary employees are not allowed to exchange shifts except with prior approval of the Operations Lieutenant.

3.3 Call Back to Duty. Employees who are ordered back to duty or for court

appearance shall be compensated as outlined in the following sections of this Article:

3.3.1 Between Shifts. Employees shall be guaranteed three (3) hours pay at the overtime rate of time and one-half. If work extends beyond three (3) hours, the employee will be paid the actual hours on duty at the overtime rate of time and one-half.

3.3.2 On Regular Days Off. Employees shall be guaranteed four (4) hours pay at the overtime rate of time and one-half. If work extends beyond four (4) hours, the employee will be paid the actual hours on duty at the overtime rate of time and one-half. Regular days off are defined as the time between the last on-duty hour following completion of an employee's shift schedule until the first on-duty hour starting the employee's next shift schedule.

3.3.3 During Vacation. Employees shall be guaranteed sixteen point six seven (16.67) hours of pay at their overtime rate. Employees shall also receive a return of their 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 employee's next scheduled shift following the vacation.

3.3.3.1 Stipulations. In order to be paid for a call back to duty during vacation, at the rate outlined in section 3.3.3 (During Vacation), including call backs in response to a subpoena, the call back must have been authorized in advance by the Sheriff, the Undersheriff, or the Chief Deputy. The vacation must be at least five work days in length for an 8 hour daily schedule and four days in length for a 10 hour schedule, not counting the adjoining scheduled days off, and have been scheduled at least thirty (30) days in advance of the subpoena date. The employee must have made a good faith attempt to notify their Bureau Chief, Undersheriff or Sheriff within three (3) days from his or her knowledge of the service of the subpoena. If notice is not given, no call back premium shall be paid.

3.3.3.2 Out-of-Pocket Expenses. In the event an employee's vacation is canceled or modified because they are required to return to work and as a consequence the employee suffers a loss such as nonrefundable deposits or cancellation fees or travel costs, the employee shall be made whole for any such loss.

3.3.4 Court Case Cancellation Notice. If an employee's case still is scheduled at 5 p.m. the previous day, and canceled thereafter, the employee shall be paid the appropriate call-out rate.

3.3.5 Telephone Contact. Employees who are authorized to perform work when being reached by telephone during their off-duty time, shall be guaranteed a minimum of one-half hour at the overtime rate or actual time worked if over one-half hour. Employees who receive premium pay and are contacted in regards to their specialty are deemed to be compensated via the premium for reasonable initial consultation.

3.3.5.1 De minimis. For purposes of this section, the term, "perform work" shall mean any work-related telephone call that exceeds 7.5 minutes in duration.

3.3.5.2 Quiet Time. The parties recognize that quiet time is important and accordingly agree that all calls received during such hours, regardless of duration, are subject to section 3.3.5 (Telephone Contact). Each schedule shall have an associated quiet time. Recognizing there are various "standardized shifts," for purposes

of illustration, the below chart demonstrates the principle where all time shall be considered “performing work” when the employee receives a phone call during the agreed quiet time or receives a call during a scheduled day off which is non-contiguous with their scheduled shift. The parties agree work hours other than described will follow the same principle.

| Assigned Shift | Work Hours during the Shift | Quiet Time |
|----------------|-----------------------------|------------------|
| Days | 0600 – 1600 | 8 pm to 5 am |
| Swing | 1400 – 2400 | Midnight to 9 am |
| Graveyard | 2000 – 0600 | 7 am to 3 pm |

3.4 Overtime. Overtime will be distributed as equally as possible among available employees. All such overtime will be authorized and assigned through the Sheriff’s Office and the employee will be paid his normal overtime rate. The Sheriff’s Office will maintain a system of recording overtime worked by all members of the bargaining unit with a current posting on the bulletin board accessible to the employees.

3.4.1 Overtime Chart. The Sheriff’s Office will select employees on the basis of seniority, provided that employees will be rotated so as to give each employee an equal opportunity for overtime work. It is understood between the parties that an employee may select normal duty overtime and/or extra outside employment overtime; however, the total of the combined overtime hours of both categories will be used in equalizing overtime distribution. Rules and/or methods of creating the overtime chart, updating hours worked, method of rotation, etc. shall be by mutual agreement of the parties (including those methods described in section 3.4.1.1 (Method of Selection) below. Overtime hours scheduled more than 14 calendar days in advance shall not be counted until actually worked.

3.4.1.1 Method of Selection. When an opportunity for overtime occurs, the supervisor tasked with assigning the overtime, will send out an email on the County email program to all members indicated on the chart listed in section 3.4.1 (Overtime Chart), listing the details for the overtime and a cutoff time for receiving responses. After the cutoff, the assigning supervisor shall use the method described in section 3.4.1 (Overtime Chart) to select the employee from the interested emails. As much notice as is reasonably possible will be given taking into consideration illness, minimum staffing and last minute requests. The assigning supervisor shall endeavor to contact employees on the chart by phone or in person, prior to arbitrarily assigning an employee the overtime.

3.4.1.1.1 Selection Exclusions. Nothing in this Agreement limits any right of the Sheriff or designee to assign overtime directly to, or call out employees related to a specialty assignment, major crime or emergencies.

3.4.2 Extended Periods of Overtime. Employees required to work overtime (includes special duty) for an extended period shall be entitled to a minimum of eight (8) hours’ time off before returning to duty.

3.4.3 Mandatory Meetings. Mandatory meetings called by the Sheriff for all employees shall be considered on-duty time. Overtime shall be paid to those entitled

to it.

3.5 Compensatory Time. Employees earning overtime may elect to accrue such time to a compensatory time bank in lieu of overtime pay. The compensatory time bank shall be capped at eighty (80) regular-time hours. The Sheriff shall pre-approve the days on which compensatory time will be taken, upon consideration of staffing needs. Compensatory time requests shall be submitted seven (7) calendar days before the date requested for use. Any denial shall be returned to the employee with an explanation for the denial within five (5) calendar days of receipt. Compensatory time not scheduled is subject to being cashed out upon request of the employee. The employee may make such a request once each year. The Employer may cash out all unscheduled compensatory time, as accrued on November 30 of each year, and such payment shall be made by December 31. Employees shall be paid their accrued compensatory time upon termination or resignation and shall use or cash out all accrued compensatory time before taking retirement.

3.6 Training Days. Every effort will be made to schedule training at least thirty (30) or more days in advance. Scheduled training, which is posted thirty (30) or more days before it occurs shall be considered the employee's assigned shift for that day. Provided, that if such scheduled training requires adjusting an employee's hours of work and/or days off for attendance, then such employee will be notified, via email, thirty (30) or more days in advance of such change. If no such notice occurs, then all hours spent by an employee in the assigned training will be paid at the overtime rate of time and one-half. If such scheduled training is cancelled within thirty (30) days of occurring and no other training is substituted, the employee has the option, with the approval of affected supervisors, of either working the scheduled training hours for that day or moving back to his or her regular shift.

ARTICLE 4 - PAID HOLIDAYS

4.1 Recognized Holidays. The following shall be recognized holidays:

| | |
|------------------------|--------------------------|
| New Year's Day | Veteran's Day |
| Martin Luther King Day | Thanksgiving Day |
| President's Day | Day after Thanksgiving |
| Memorial Day | The day before Christmas |
| Juneteenth | Christmas Day |
| Independence Day | Personal Holiday |
| Labor Day | |

4.1.1 Scheduling the Personal Holiday. Each employee shall receive one (1) Personal Holiday each calendar year which may be taken by the employee after the employee has notified his or her supervisor two (2) weeks in advance of the requested day off. The Sheriff's Office shall provide a response to the request no later than five (5) business days from the date of request. The Personal Holiday must be taken during the year and cannot be cashed out upon separation. No employee shall be eligible to receive the Personal Holiday until after completion of three (3) months of employment. A Personal Holiday request may only be denied when it conflicts with Sheriff's Office minimum staffing requirements. Personal Holiday requests will not be unreasonably denied.

4.2 Eligibility Criteria. Employees shall be entitled to accrue such paid

holidays as set out in section 4.3 (Holiday Accrual) in a month for which the employee receives compensation. Compensation is defined as payment of wages for work performed, vacation or accrued sick leave, other paid leave, or income for industrial injury not to exceed twelve (12) months from the date of injury; provided that said work, vacation, other paid leave and/or industrial injury income must equal or exceed payment for eighty (80) hours in a calendar month.

4.2.1 Eligibility for Employees on Payroll on 6/15/94. Employees on the payroll on June 15, 1994, will remain subject to the eligibility requirement of 50 compensated hours.

4.2.2 Employees Working <1.0 FTE. Employees working less than an assigned eight hour schedule shall receive holiday pay based on their average work assignment.

4.3 Holiday Accrual. All employees accrue in lieu of holidays, 8 hours per eligible month up to 96 hours (12 days @ 8 hours). These days shall be bid per section 5.4.1.1 (Holiday Accrual Bidding).

4.4 Pay on Designated Holidays Employees whose shift begins on Thanksgiving, the day after Thanksgiving, Independence Day, Veteran's Day, the day before Christmas or Christmas day (the actual holiday, not the County-observed holiday) will be paid at the overtime rate of time and one-half for that shift.

ARTICLE 5 - VACATION SCHEDULE

5.1 Vacation Accrual.

5.1.1 Vacation Accrual Rate. Eligible employees shall accrue vacation on a calendar month basis. Effective January 1, 2023, prior service as a regular commissioned officer shall be considered to determine accrual rates for all new lateral hires. Existing lateral employees' accrual rates will be prospectively adjusted (no retro-active accrual) beginning with 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 employee immediately prior to the commencement of the calendar month in accordance with the following chart:

| During the following years of service | Hours of vacation accrued per month | Hours of Holiday accrued per month | Total Monthly Accrual |
|---------------------------------------|-------------------------------------|------------------------------------|-----------------------|
| 0 – 1 | 6.67 | 8.00 | 14.67 |
| 2 | 7.34 | 8.00 | 15.34 |
| 3 | 8.00 | 8.00 | 16 |
| 4 | 10.00 | 8.00 | 18 |
| 5,6,7 | 11.34 | 8.00 | 19.34 |
| 8,9 | 12.00 | 8.00 | 20 |
| 10 | 13.34 | 8.00 | 21.34 |
| 11 | 14.00 | 8.00 | 22 |
| 12 | 14.67 | 8.00 | 22.67 |
| 13 | 15.34 | 8.00 | 23.34 |
| 14 | 16.00 | 8.00 | 24 |
| 15 | 16.67 | 8.00 | 24.67 |

Vacation and holiday hours accrued in one year can be scheduled in accordance with section 5.4. (Vacation Schedule) the following year.

5.1.2 Accrual for Employees Hired Prior to 6/15/94. The monthly vacation accrual for employees hired prior to June 15, 1994, will be based on the years of service they would have been given credit for on January 1, 1994, had the annual vacation accrual schedule remained in effect. January 1 will be the anniversary date for future vacation accrual for employees hired prior to January 1, 1994. For employees hired on or after June 15, 1994, the employee's anniversary date will be used for vacation accrual purposes.

5.1.3 LEOFF I Retirement: LEOFF I employees shall cease the accrual of their vacation benefits provided for under this Agreement upon entry into the LEOFF Retirement System.

5.2 Eligibility Criteria. To be eligible to accrue vacation as provided herein, employees 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, other paid leave, or income for industrial injury not to exceed twelve (12) months from the date of injury; provided that said work, vacation, paid leave and/or industrial injury income must equal or exceed payment for eighty (80) hours in a calendar month.

5.2.1 Eligibility for Employees on Payroll on 6/15/94. Employees on the payroll on June 15, 1994, will remain subject to the eligibility requirement of 50 compensated hours.

5.3 Termination Cashout. When an employee leaves employment with the County for any reason, such employee will be paid for any unused vacation accrued to the date of termination at the appropriate schedule (see section 5.1.1 – Vacation Accrual Rate) for the years of service completed. Employees who terminate within four (4) calendar months of their employment date shall not receive pro-rated vacation pay.

5.4 Vacation Selection. During the month of September of each year, in conjunction with shift bidding (section 3.2), a vacation chart shall be posted by the Sheriff's Office for the following year. The vacation chart must be completed by December 31st.

5.4.1 Vacation Bidding. Employees shall bid for vacation periods and days in lieu of holidays as follows: each individual, in seniority order, may 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. 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 second and third bids shall not displace selections made during prior bidding periods. Resident, and Task Force assignments will not be included in the employee bidding list.

5.4.1.1 Holiday Accrual Bidding. Holiday accrual hours (per section 4.3 – Holiday Accrual) shall be accrued, bid, and cashed out as vacation. Once accrued, these hours can be used as bid, with the exception of new hires who would need

to comply with section 5.4.6 (New Hires) and obtain supervisory approval. Holiday hours accrued in one year must be scheduled in accordance with sections 5.1.1 (Vacation Accrual) and 5.4 (Vacation Selection). The Personal Holiday may be taken as outlined in section 4.1.1 (Scheduling the Personal Holiday).

5.4.2 Vacation Availability. In no instance can the employee's bid cause staffing to fall below minimum staffing levels.

5.4.3 Expanded Availability. The Guild and the Sheriff may, at any time, increase the limit of section 5.4.2 (Vacation Availability) through mutual agreement.

5.4.4 Unbid Vacation. The parties recognize there are days where special staffing needs will require that floating days off (i.e. unbid vacation) and days available for changes to a bid vacation may be limited or excluded. The parties will include the delineation of those possible dates in section 3.1.2 (Delineation of Days).

5.4.5 Annual Review. The Administration agrees to review operational requirements at least annually with a Guild-designated representative before commencement of vacation bidding to see if the number of persons allowed off on vacation at any one time as described in this section can be increased.

5.4.6 New Hires. New hires during their first calendar year of employment can utilize all hours that have been accrued in lieu of holiday time (as defined in section 4.3 – Holiday Accrual), subject to supervisory approval.

5.5 Vacation Earnings. Total vacation earnings to be scheduled include accrued vacation under Article 5, accrued hours in lieu of holidays pursuant to Article 4, and vacation bonus pursuant to Article 7.

5.6 Vacation Carryover. Employees shall be allowed to carry over up to two hundred and seventy (270) hours of vacation, which includes any hours defined in section 5.5 (Vacation Earnings) above, through the last day of the final shift of the year, but not later than January 7 of the following year. Up to forty (40) hours of unused vacation in excess of 270 hours that cannot be used by January 7 due to operational needs shall be cashed out upon request. Such request must be submitted no later than November 30 of that year. Vacation in excess of 270 hours on January 8 will be forfeited. Hours received per section 7.6 (Bonus Days) are not included in calculating the maximum number of hours allowed to be carried over. Employees are responsible for ensuring they do not exceed the maximum allowable vacation carryover and should consider this in their decision of how much vacation to bid or hold.

5.7 Employees Working Part-Time. Employees working less than an eight-hour schedule shall accrue vacation benefits based on their average work assignment.

ARTICLE 6 - HEALTH & WELFARE

6.1 Eligibility Criteria. The County agrees to make contributions into the Plans, as outlined in the following Sections of this Article, on behalf of employees covered by this Agreement who are regularly scheduled to work and are compensated at least eighty (80) hours per month, with contributions to begin on the first of the month following eighty (80) compensated hours of employment in one (1) calendar month. The term compensation as used herein is defined to be payment of wages for work performed, vacation, accrued sick leave, other paid leave, or income resulting from industrial injury not to exceed twelve (12) months from the date of the injury; provided that said work,

vacation, paid leave, and/or industrial injury income must equal or exceed payment for eighty (80) hours in a calendar month.

6.1.1 Eligibility for Employees on Payroll on 6/15/94. Employees on the payroll on June 15, 1994, will remain subject to the eligibility requirement of 50 compensated hours.

6.2 Health & Welfare. The County agrees to make monthly contributions for employees, their spouses and dependents towards the following plans.

Medical – LEOFF Health Welfare Trust, Plan FX

Dental – Washington Counties Insurance Fund (WCIF) Standard Plan – Option 3

Vision – LEOFF Health Welfare Trust, Plan FX

6.2.1 Life Insurance. The County shall provide life insurance benefits for employees equivalent to one year's base salary to a maximum of \$50,000, through a carrier to be selected by the County.

6.2.2 Disability Plan. The County will pay a maximum of fifty dollars (\$50) per month, on behalf of each LEOFF II employee enrolled in the "Enhanced Plan" provided through Trusteed Plans Service Corporation for coverage or through a carrier selected by the Guild upon no less than sixty (60) calendar days written notice to the County.

6.3 Change or Modification. The County and the Guild agree that carriers may be changed, or benefits modified upon mutual agreement and as provided herein.

6.4 LEOFF I.

6.4.1 Retirement. LEOFF I employees shall cease the accrual of their group insurance benefits provided for under this Agreement upon entry into the LEOFF retirement system.

6.5 Medical and Vision Premiums.

6.5.1 County Contribution. For all eligible regular full-time employees, the County shall contribute one-hundred percent (100%) of the premium cost for employee only medical and vision coverage under the LEOFF Trust, Plan FX and eighty-five (85%) for dependent coverage. Employee shall contribute fifteen percent (15%) of the premium cost, on a pre-tax basis, for dependent coverage via payroll deductions.

6.6 Dental and Life Insurance Premiums. The County agrees to pay the appropriate monthly premium amounts and such increases as required to maintain the dental, and life benefits listed in section 6.2 (Health & Welfare).

6.7 Flex 125. All bargaining unit employees are eligible to enroll in the County's Flexible Spending Account Plan ("Flex 125 Plan").

6.8 Retirement Health Savings Plan. The County agrees to make available

to Guild members the County's Retirement Health Savings Plan in accordance with and as allowed by IRS regulations. See section 7.1.2 (Excess Sick Leave Contributions).

ARTICLE 7 - SICK LEAVE ALLOWANCE

7.1 Sick Leave Usage. Sick leave shall include time off for the bona fide illness, accident or injury, dentist and doctor appointments of the employee or for any other purpose allowed by law. Use of sick leave for other than the purposes outlined in this Article may result in disciplinary action.

7.1.1 Excess Sick Leave Contributions. Employees with at least 1440 hours in their sick leave bank at the beginning and end of the calendar year (or at the beginning of a calendar year and upon termination in that same year) receive a contribution into a Retirement Health Savings (RHS) contribution based upon additional hours accrued during that year: Hours accrued (to a maximum of 48) minus hours used, multiplied by 25%, multiplied by hourly rate of pay at year-end, equals RHS contribution. Hours used in this calculation are no longer available to the employee.

7.2 Paternity Leave. Pursuant to applicable laws, sick leave is available for use by an employee at the time of delivery or adoption of a child and during the childbirth disability period of their legal spouse.

7.3 Notification. It is the employee's responsibility to notify Dispatch of their inability to work because of illness or injury prior to the beginning of the work day or as early as practicable.

7.4 Sick Leave Accrual. Sick leave shall accrue to each employee covered by this Agreement who are compensated at least eighty (80) hours per calendar month, in the amount of one (1) day (8 hours) for each month of employment to a maximum of one thousand, four hundred and forty (1,440) hours PROVIDED FURTHER that no more than nine-hundred and sixty (960) hours shall be used as a base for calculating a LEOFF II employee's sick leave cash out. In general, eight (8) hours of sick leave is accrued each month even if an employee has accrued the maximum sick leave permitted under a Guild contract. The employee's total accrual reverts back to no more than one thousand, four hundred and forty (1,440) hours at the end of the year. In no instance shall sick leave accrue at a rate less than one (1) hour for every forty (40) hours worked. For new hires, sick leave accruals may be used after completing three (3) months of employment.

7.4.1 Employees Working <1.0 FTE. Employees working less than an assigned eight-hour schedule shall accrue sick leave benefits based on their average work assignment.

7.4.2 LEOFF I Accruals. LEOFF I employees may accrue sick leave up to a maximum of nine hundred and sixty (960) hours

7.5 Eligibility Criteria. To be eligible to accrue sick leave as provided herein, employees 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, other paid leave or income resulting from an industrial injury to a maximum of twelve (12) months from the date of injury; provided that said work, vacation, paid leave and or industrial injury income must equal or exceed payment for eighty (80) hours in a

calendar month.

7.5.1 Eligibility for Employees on Payroll on 6/15/94. Employees on the payroll on June 15, 1994, will remain subject to the eligibility requirement of 50 compensated hours.

7.6 Bonus Days. An employee having accrued six-hundred (600) hours of sick leave on December 31 of any year shall receive an additional forty (40) hours of vacation to be used in the following calendar year.

7.7 Termination Cashout. An employee with three (3) or more years of employment with the County shall be entitled to cash upon termination in the amount of twenty-five percent (25%) of their sick leave bank up to a maximum of thirty (30) days (240 hours) at time of termination; PROVIDED, however, such employee has given at least thirty (30) days' notice prior to termination; PROVIDED FURTHER, that this section shall not apply to any employee terminated for cause.

Any employee hired before November 18, 1985 shall be entitled to cash upon termination in the amount of fifty (50%) percent of their sick leave bank up to a maximum of sixty (60) days (480 hours) at the time of termination; PROVIDED, however, such employee has given at least thirty (30) days' notice prior to termination; and PROVIDED FURTHER, that this section shall not apply to any employee terminated for cause.

7.8 Verification. Upon request of the County, the employee will provide proof of illness. Such request shall be made only where the employer has good cause to request such medical verification. Any medical information obtained shall be maintained in compliance with the medical confidentiality requirements of state or federal law. Verification for domestic violence leave will be pursuant to law.

7.9 Accruals During Leaves or Layoff. Sick leave shall continue to accrue during periods of approved leave of absence with pay. If an employee is on layoff, sick leave shall not accrue during such layoff; however, upon return to work, the sick leave accrual remaining after cashout at the time of layoff shall be made available to the employee and additional days shall accrue from the first month the employee returns to work.

7.10 Accrual Deduction. An employee's sick leave accumulation shall be reduced by the number of hours absent from work for the reasons set forth in section 7.1 (Sick Leave Usage).

7.10.1 LEOFF Impacts. This clause shall apply where sick leave compensation has been granted pursuant to the LEOFF System as well as for sick leave accrued pursuant to this Agreement. Nothing in this Agreement shall be construed as abridging any right employees may have under the LEOFF System. LEOFF I employees shall cease the accrual of their sick leave benefits provided under this Agreement upon entry into the LEOFF Retirement System.

7.11 Workers' Compensation. Use of sick leave and Worker's Compensation time loss payments shall be as provided in RCW 41.04 and when combined shall not exceed 100% of the employee's wages.

7.12 Leave Sharing Program. Employees may voluntarily donate up to 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.

ARTICLE 8 – WA STATE LEAVES

8.1 WA Family Care Act. The County agrees to provide unpaid leave to any eligible employee covered by this Agreement, consistent with the Washington State Family Leave Act, RCW Chapter 49.78, the Federal Family and Medical Leave Act, and any other applicable state or federal law. Employees are not required to use accrued vacation time or compensatory time off before commencing unpaid family leave. An employee who has previously used twelve (12) weeks of unpaid FMLA will, for the following four (4) years, use all but forty (40) accrued hours of allowable compensatory, vacation, and personal holiday time before beginning unpaid leave during any subsequent twelve-month FMLA period. Employees seeking family care leave must comply with physician certifications as required by law.

8.2 WA Paid Family and Medical Premium. The total WA Paid Family and Medical Premium will be shared equally (50/50) by the County and the Guild.

ARTICLE 9 - UNEMPLOYMENT COMPENSATION

The County agrees to provide unemployment compensation for any employee covered by this Agreement who may be laid off for any reason, consistent with the laws of the State of Washington and the rules and regulations of the Employment Security Department.

ARTICLE 10 - JURY DUTY

When a regular employee covered by this Agreement is called upon for jury service in any municipal, county, state or federal court, the employee shall advise the Sheriff or designee 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 employee an amount equal to the amount such employee received for jury duty.

ARTICLE 11 - LEAVES

11.1 Bereavement Leave. If an employee suffers a death in the immediate family, the employee shall be allowed not more than five (5) days (not to exceed 40 hours) off without loss in pay for bereavement in the death of spouse, registered domestic partner, children, and parents, including step-parents and step-children of the employee and spouse or registered domestic partner. Employees must register their domestic partner with the State of Washington before being able to utilize bereavement leave. Three (3) days off for other immediate family members - defined to be brothers, sisters, grandchildren or grandparents of either the employee or the employee's spouse or registered domestic partner. 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 ten (10) hours of paid time off to attend the funeral or memorial if not covered as "other immediate family." Employees desiring additional days off without pay or using accrued leave shall make a request through the Sheriff or designee for approval. Days off without pay exceeding five (5) days in a calendar year require the approval of the Executive. For the purposes of bereavement leave only, a "day" is defined as the number

of hours an employee is assigned to work for the requested days off (not to exceed 40 hours).

11.2 Military Leave. Compensation and benefits during periods of military leave shall be as outlined in state law, USERRA and County policy. An employee taking military leave must give notice to his or her supervisor and Human Resources as far in advance as possible, pursuant to the law.

ARTICLE 12 - GUILD DUES AND ASSESSMENTS

12.1 Authorization for Deduction. For individuals who certify to the Guild in writing that they authorize such deductions, Guild initiation fees and monthly dues shall be deducted from the employee's payroll and remitted to the Guild beginning the pay period following receipt of the authorization from the Guild. Accompanying said monies shall be a list of employees and amounts to be credited to their account.

12.2 Hold Harmless. The Guild and each employee authorizing the assignment of wages for the payment of Guild dues hereby undertake to indemnify and hold the County harmless from all claims, demands, suits, or other forms of liability that may arise against the County for or on account of any deduction made from the wages of such employee.

12.3 Revocation. An employee may revoke his or her authorization for payroll deduction of payments to the Guild who shall notify the Employer. The payroll deduction will end the pay period following receipt of the employee's written notice. The County will notify the Guild of such written requests.

ARTICLE 13 - WORK ASSIGNMENTS AND NON-WAGE REIMBURSEMENTS AND PAYMENTS

13.1 Fair Labor Standards Act (FLSA). The FLSA requires that premium pays be included in the "regular rate of pay," and used in calculating the overtime rate. Therefore all monthly premiums covered in this Article are part of the regular rate of pay, and added to the monthly salary before determining the hourly rate for overtime purposes. The Dive premium is added to the regular rate of pay for the week in which the dive occurred. All overtime worked in that week is paid at this higher rate.

13.2 Premiums Employees assigned to Search and Rescue, SWAT, CNT, CIT, Range Officer, Traffic Unit, Detectives, CSI, Residents, Road Use, Field Training Officer, Marine Patrol Program Coordinator, Polygraph Operator, Civil Deputy, Behavioral Health Deputy, Neighborhood Deputy, and Forest Patrol Deputy shall receive a premium of 3% of top-step deputy wage per month. Employees assigned to be a Dog Handler shall receive a 3.5% of top-step deputy wage per month.

13.2.1 Two Premium Maximum. Employees assigned to two or more of the specialties listed in 13.2 shall be entitled to a maximum of two full premiums.

13.2.2 Compensation for Flexibility and Readiness. Premiums constitute full compensation for all off-duty time spent by an employee that relates to the

special assignment. There is an expectation that employees assigned to Specialty assignments are subject to off-duty availability from time to time, however, employees are generally not considered on-call or stand-by unless ordered.

13.2.3 Duration of Assignment. Assignments for the positions of SWAT, CNT, Range Officer, CSI, Field Training Officer, and Polygraph Operator shall be for a four (4) year tour of duty. Provided, however, employees may requalify for selection through a single or a series of two (2) year appointments. Employee must maintain satisfactory performance measures throughout their assignment to requalify. It's understood that employees currently assigned to these positions on January 1, 2020 will begin their first four (4) year tour of duty at that time.

13.3 Dives. Employees shall be paid fifty dollars (\$50) for each authorized dive other than training dives. The County shall replace the air necessary for such dives.

13.4 Traffic Unit. Assignment to the Traffic Unit shall be for a four (4) year tour of duty. Provided, however, employees who have served on the Traffic Unit may re-qualify for selection through a single or series of two (2) year appointments.

13.5 Detectives. Assignment as a Detective (including Drug Task Force) shall be for a four (4) year tour of duty. Provided, however, employees who have served as detective may re-qualify for selection through a single or series of two (2) year appointments provided up to four (4) detectives may re-qualify beyond the eight (8) consecutive years. To be eligible for the position of Detective, an employee must have service as an employee for a period of five (5) years and will be selected from among a list of employees who have previously expressed in writing to the Sheriff their desire to become a Detective, provided; however, the Sheriff may assign an employee with three (3) years of service upon finding that the employee is otherwise qualified for the assignment. Rules applicable to the selection of Detectives shall be established by mutual agreement between the Sheriff and the Guild.

13.6 Field Training Officer. Employees appointed as Field Training Officers must have at least three (3) years of Washington State Peace Officer experience and have completed probation prior to application and prior to assignment, successfully complete the state Field Training Officer program.

13.7 Resident Assignment. The Sheriff shall determine the geographic location for resident deputies, but shall bargain with the Guild regarding such assignment over wages, hours, and working conditions not already provided for in this Agreement.

13.7.1 Assignment. Assignment shall be for a two (2) year tour of duty provided that the term may be for a lesser period at the discretion of the Sheriff. When a vacancy occurs, the employee whose tour of duty is ending may request assignment for another tour before the position is opened to bid. If the Sheriff declines to reappoint, or if the employee makes no such request, the position will be opened for bid, with the senior employee bidding being given first consideration. In the event no bids are received, the Sheriff will assign the most junior employee who has completed his/her probation period on or before the effective date of the opening. Provided no employee shall be required to serve a second tour prior to employees who have not served. Employees who have served four consecutive years may request to remain in this assignment through a single

or series of one-year renewals, at the discretion of the Sheriff.

13.7.2 Housing. The County will furnish adequate housing at a mutually agreed upon location with the Guild and shall pay the costs of utilities which shall include electricity, water, garbage and basic telephone service. It is understood between the parties that housing, when furnished, is not considered a part of wages. Employees must reside in County, contractor-provided, or other housing, that is acceptable to the Sheriff.

13.7.2.1 Housing Agreement. Employees living in County-owned or contractor-provided housing will sign and abide by a housing agreement mutually agreed to between the County and the Guild.

13.7.2.2 Basic Telephone Service. The County will provide residents with a telephone for basic service (local calls). The cost of the basic telephone service will be borne by the County. At the option of the employee, they may elect to use the County phone for local personal use. Employees agree to provide for their own personal long distance phone usage. The County has the option to provide either a "hard-wired phone" or a cellular phone for basic telephone service, whichever is preferred by the Sheriff.

13.7.3 Work Schedule. The work week and days off shall be established so as to provide maximum service to the area. The work week shall consist of forty (40) hours. On duty time need not be in a continuous block of time.

13.7.4 Court Appearance. It is understood between the parties that Residents are required, by the very nature of their assignments, to be available for duty at various hours and, therefore, because of the inconvenience placed upon such employee, it is agreed that on any day in which they are required to appear in court, such time shall be considered as on-duty time and they shall be compensated as outlined in section 3.3 (Call Back to Duty) above.

13.7.5 Other Overtime. If a resident employee is called out for a special assignment such as search and rescue, or riot duty, or works in excess of forty (40) hours in a work week, the overtime and compensatory time provisions of Article 3, when pertinent, shall apply provided that the compensatory time bank maximum for residents shall be two hundred and forty (240) hours.

13.7.6 Vacation Bidding. Residents are not included on the seniority list for uniform employees for the purpose of Section 5.4.1 (Vacation Bidding) bidding for vacations.

13.7.7 Moving Expenses. The cost of moving of approved household goods only, for residents (both to and from County-provided residences) will be borne by the County per the Guidelines provided by the Washington State Department of General Administration, Office of State Procurement.

13.8 Marine Patrol Program Coordinator. The Coordinator will complete program-related reports and documents, maintain boats and related equipment, develop operations plans and coordinate marine patrols, training, and assignments.

13.9 Crime Prevention Coordinator. Because of the nature of this job, which

includes evening and weekend meetings, hours will be adjusted by the assigned employee within a work week so that there will not be more than 40 hours in any one work week, without prior approval of overtime. Should the Department require attendance at a meeting outside normal work hours and there is less than three (3) days' notice, overtime will be paid for such hours. Overtime will not be paid for hours over eight (8) hours worked in a day if it is a result of the assigned employee flexing time. Flexing time will be defined as the employee scheduling to work more than eight (8) hours in one day which is off-set by working less than eight (8) hours another day, in order to accommodate meetings or other activities within the forty (40) hour week.

13.10 Clothing & Equipment Allowance. New employees shall be allowed one thousand, four hundred dollars (\$1,400) as an initial clothing & equipment allowance. In addition, the Sheriff's Office will issue a duty belt and the following to new employees: two handcuff cases, a magazine pouch, two sets of handcuffs, one aerosol restraint case, four gun belt keepers, a duty weapon, and a holster. These issued items are the property of the Sheriff's Office and are to be returned upon the employee's separation, unless an employee elects to purchase any item provided above at the original purchase price.

13.10.1 Annual Allowance. After the first year of employment and annually thereafter, a clothing & equipment allowance in the amount of twelve hundred dollars (\$1,200) shall be paid to all employees.

13.10.2 Use of Clothing & Equipment Allowance. The clothing & 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, except as provided elsewhere in section 13.10 (Clothing & Equipment Allowance). Equipment purchased by deputies with this allowance shall be the deputy's property.

13.10.3 Special Clothing and Equipment. Upon authorization by the Sheriff of specialized clothing or equipment required by an employee in the performance of their assigned duties, such clothing or equipment shall be provided to employees by the County upon the processing of such payment authorization form provided by Finance and individually approved by the Sheriff. Such clothing or equipment shall remain the property of the County.

13.10.4 Payment of Clothing & Equipment Allowance. Clothing & equipment allowance when due, shall be included with regular monthly pay and per IRS regulations shall be subject to tax. Clothing & equipment allowance shall be paid the first pay period in February each calendar year.

13.10.5 Mandated Changes. Mandated changes in uniform and equipment by the Sheriff will coincide with the annual clothing & equipment allowance. If a mandated change is over the annual allowance, this section of the Agreement will be reopened for negotiations.

13.10.6 Clothing & Equipment Allowance "Ordinary Income." It is agreed between the parties that all clothing & equipment allowance payments shall be considered "ordinary income" for income tax purposes, the plan will be considered a non-accountable plan, and Deputies will not be required to turn in receipts to the County.

13.10.7 Quartermaster or Warrant System Option. It is further agreed

that the Sheriff's Office reserves the right to establish a quartermaster or warrant system whereby uniforms, clothing and equipment covered by the allowance are procured and/or paid for by the County, provided the County will give the Guild sixty (60) days' notice of its intent to do so and, on request, will meet and discuss the decision.

13.10.8 Firearms. The County shall supply each employee with a firearm selected by the Sheriff's Office. Employees who have not been issued a department firearm will receive a department-issued firearm upon request, by seniority, provided that the department will not be required to fulfill more than ten (10) requests per year. The Sheriff's Office shall replace department-issued firearms when the Office determines it is necessary.

13.10.9 Practice Ammunition. Employees may request practice ammunition up to 100 rounds per quarter. Employees shall certify on a form provided by the Sheriff that the ammunition was used for practice and/or training before requesting additional rounds of ammunition under this Section.

13.11 Repair and Replacement. The cost of repair or replacement of clothing, including bullet proof vests, or personal equipment used in furtherance of job related duties and damaged or destroyed in the line of duty will be borne by the County including up to \$100 for watches, but does not include jewelry or similar items. The Sheriff's Office will determine whether an item shall be repaired or replaced. The Employer will repair or replace other authorized personal items damaged or destroyed beyond normal wear and tear while on duty. Personal items other than watches must be authorized by the Employer to be eligible for repair or replacement. For the purposes of this section: (1) an employee must notify the Employer in writing that he/she intends to carry the item while on duty and state the replacement value of said item and (2) the Employer must have given written authorization to repair or replace such item.

13.11.1 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, subject to the grievance procedure outlined herein.

13.12 Vehicle Assignment. It is understood between the parties that assignment of a County vehicle to an employee is not part of the employee's wages.

13.13 Civil. Applicants must have two (2) years' experience with the Whatcom County Sheriff's Office. Assignments shall be for a two-year rotational tour of duty. Employees who have served in a Civil assignment may re-qualify for selection through a single or series of one-year appointments up to a maximum of four (4) years. Because of the nature of this job, which on occasion includes evening and weekend assignments, hours will be adjusted by the assigned employee within a work week so that there will not be more than 40 hours in any one work week, without prior approval of overtime. Should the Department require related assignments outside normal work hours and there is less than three (3) days' notice, overtime will be paid for such hours. Flexing time will be defined as the employee scheduling or being assigned to work more than eight (8) hours in one day which is offset by working less than eight (8) hours another day, in order to accommodate other related civil assignments. Flextime is also defined as adjusting the standardized eight (8) hour shift to allow working an eight-hour block other than 0830 to 1630 hours. The schedule may be flexed by mutual agreement between the assigned employee and the Department with less than three days' notice. Assigned flextime shall

be limited and reasonable to facilitate standard operations of the position. Responsibilities shall include, but not be limited to: service of civil process, warrants, fugitive tracking, domestic violence papers and restraining orders. The Civil premium does not apply to civil documents, harassment orders or warrants assigned to Patrol nor to probationary employees assigned to the Civil Division for training purposes.

13.14 Courthouse Assignments. The Courthouse Deputy shall be allowed to bid and use vacation in accordance with the Letter of Agreement attached as Addendum E. Assignment as a Courthouse Deputy shall be for a two (2) month time period with the option for multiple assignments. Starting time may vary, but will be eight (8) hours per day, Monday through Friday. On days when the Courthouse is closed, and employees are not assigned to duty, they may request duty if available and if not, shall use accruals.

13.15 Work Schedules. The County retains the right to make changes in scheduled working hours of specialty assignments as follows:

- For a purpose stated in this Agreement, if applicable;
- For a business necessity purpose, after notice to the Guild;
- By voluntary agreement with the employee and the Guild; and
- For temporary duration due to an emergency.

ARTICLE 14 - PHYSICAL EXAMS

14.1 Physical Examination. Any person to be newly employed or to be re-employed as a full commissioned employee shall be required to take and pass a physical examination in accordance with the requirements of the Civil Service Commission.

14.2 Frequency of Exams. Employees may have one (1) physical exam paid by the County each year that their health plan does not provide them with a physical.

14.2.1 Exams Ordered by the Sheriff's Office. Additional physical and/or mental examinations may be ordered and will be paid for by the Sheriff's Office, where reasonable concern exists about the employee's ability to perform the essential functions of the job. The first physical shall be administered by the doctor of the employee's choice. Any second or subsequent exam ordered by the Sheriff's Office will be administered by a physician or psychiatrist selected by the Sheriff. No employee shall lose pay because a required physical and/or mental examination is scheduled during all or part of their normal work day. The County will comply with any confidentiality requirements of the Americans with Disabilities Act.

ARTICLE 15 - LABOR MANAGEMENT AND OPERATIONS

15.1 Labor Management Committee. The purpose of the Labor Management Committee is to increase communication between the parties through discussions of issues of concern to either party and to collaboratively reach solutions in an informal environment. The parties recognize that agreements reached at a LMC meeting may be subject to ratification by membership or the County. Any agreements reached at a LMC meeting must be reduced to writing and signed by each party to have an effect.

15.1.1 The parties agree that there shall be a Labor Management Committee (LMC) to be convened on a regular basis. A meeting of the LMC shall be convened at the request of either the Guild President and/or his/her designee and the Sheriff and/or his/her designee. Alternatively, the parties may set a regular schedule for

the LMC meetings in January of each year. Prior to each meeting, either party shall submit any matter of concern for the agenda for the LMC meeting.

15.1.2 The Guild shall designate the bargaining unit members participating in the LMC and the Sheriff shall designate management members. The membership need not be equal. Up to three (3) bargaining unit members shall be granted release time without loss of pay or benefits, or if outside of normal working hours, they may flex their schedule to attend.

15.1.3 A LMC meeting may be cancelled for lack of any agenda items or by the agreement of both parties. Nothing in this article shall prevent the parties from reaching solutions to any issue submitted to a collaborative meeting prior to the date of the meeting.

15.2 Rules of Operation. The Sheriff's Office may adopt reasonable written rules of operating the Sheriff's Office and the conduct of employees provided, however, before such rules are posted, a copy shall be furnished to the Guild. The Guild shall be allowed not less than twenty-one (21) days in which to make known any objection they may have concerning such rules, except in the case of emergency, provided those rules are not subject to collective bargaining.

ARTICLE 16 - GUILD ACTIVITY

16.1 Guild Activity.

16.1.1 Negotiations. It is agreed that up to three (3) bargaining unit employees shall be allowed to participate in negotiations at any one time without loss in pay. Bargaining team members assigned to night shift will be released from the night shift immediately preceding or after the daytime meeting. Release time shall be four hours prior to the first negotiating meeting for a new contract and two hours prior to each scheduled negotiating meeting through the conclusion of negotiations. By mutual agreement, such times may be extended by the Sheriff or designee. Such employees shall not receive overtime pay while serving on the negotiating committee. The Guild will keep Human Resources advised of current members of the negotiating committee. The parties agree that at all times employees on duty are subject to a call to duty to meet staffing requirements.

16.1.2 Representation. Those members of the bargaining unit selected to serve as authorized representatives of the Guild shall be certified in writing to the County. The County shall afford designated bargaining unit members a reasonable amount of time while on duty to consult with or represent aggrieved employees and to engage in official Guild business related to collective bargaining purposes, provided that the Guild officers or the aggrieved employee contacts the appropriate command level officer (or immediate supervisor, if not on duty) if meeting requires leaving assigned post. On-duty consultations with aggrieved employees or other protected Guild business shall be allowed up to thirty (30) minutes in any one day. Additional time will require the approval of the Sheriff or his designee. Such request shall be approved, provided the meeting can be conducted without unreasonably interfering with Sheriff's Office operations.

16.2 Access Privilege for Guild's Attorney. The Guild's attorneys shall be allowed on the premises of the County to attend Civil Service meetings, grievance

meetings, and collective bargaining sessions but shall only conduct business in conference rooms, interview rooms, or other places in the Sheriff's Office approved by command staff on a case-by-case basis and shall not interfere with on-duty employees.

16.3 Bulletin Board. The County shall provide space for a bulletin board to be used by the Guild for official Guild business.

16.4 Special Conferences. An employee or employees designated by the Guild in writing to attend Guild-sponsored conventions and seminars shall be granted leave without pay for scheduled work hours lost for such purposes, provided that the total leave granted to all employees under this section shall not exceed eighty (80) hours per calendar year. The Guild must notify the County in writing, at least thirty (30) calendar days in advance of such seminar or convention, of the name(s) of the employees designated to attend the seminar or convention, and the dates of their absence. The County may refuse to grant leave to more than one (1) employee per shift under this section if, in the judgment of the County, the employee's absence would adversely impact the operations of the County.

16.5 Access to Equipment. The County shall allow Guild representatives reasonable access to the telephone and photocopiers provided that no cost is incurred to the County. Appropriate uses will be determined by Guild officials and the Sheriff or his designee. The Employer shall allow Guild officials reasonable access to the telephone and photocopiers and computer e-mail system only for purposes of processing and gathering of information needed to evaluate, file or settle grievances, engage in collective bargaining and for the purpose of processing and gathering of information needed to evaluate, file and settle Civil Service complaints. The Guild agrees not to use the County's photocopiers for other purposes, unless agreed to by the Sheriff. All email communications on the County email system shall comply with applicable Department policy.

ARTICLE 17 - NOTIFICATION OF SHERIFF'S OFFICE CHANGES

The Sheriff will notify the Guild in writing in advance of any intended changes that may affect wages, hours or working conditions of employees within the bargaining unit as required by RCW 41.56.

ARTICLE 18 - SEPARABILITY AND SAVINGS

If any article or section of this Agreement should be held invalid by operation of law or by any tribunal of competent jurisdiction, the balance of this Agreement shall continue in full force and effect. The article or section held invalid shall be modified as required by law or the tribunal of competent jurisdiction, or shall be re-negotiated for the purpose of an adequate replacement.

ARTICLE 19 – 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. If an employee fails to achieve a rating of "satisfactory" on his/her annual performance evaluation, the applicable Longevity/Performance Premium shall be reduced by one percent (1%) for the year following the rating.

Effective the first full pay period in January 2023, a new 7.00% longevity shall be

added for 27 years of service.

Longevity/Performance Premium

| Years | % |
|-------|-------|
| 6 | 2.00% |
| 9 | 3.00% |
| 12 | 3.50% |
| 15 | 4.00% |
| 18 | 4.50% |
| 21 | 5.00% |
| 24 | 6.00% |
| 27 | 7.00% |

ARTICLE 20 - GENERAL CONDITIONS

20.1 Range Placement. Employees shall be placed in a pay range that is consistent with their duties, responsibilities, and job content. When a promotion to a higher level of responsibility occurs, the employee will be placed in the pay step of the higher pay range that will provide not less than a three percent increase in salary.

20.1.1 Step Placement and Timing. Employees will be placed in the first step of their assigned pay schedule. All steps are annual.

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

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

20.1.4 Step Placement Above Entry. It is understood between the parties that the Sheriff may place employees in a higher pay step at his discretion, subject to the approval of the County Executive. The Guild shall be notified when this occurs.

20.2 Work in Higher Classification. Any employee required to perform work as a sergeant shall be paid at the entry rate of pay for sergeant.

20.3 Part-Time and Temporary Employees. Hourly rates shall be established for employees working less than full-time by placing the employee in the appropriate salary range based upon their employment with the County.

20.4 Travel Expenses. Employees traveling out of the County on official business will be reimbursed for the reasonable cost of meals and expenses as may be authorized by County policy.

20.5 Electronic Funds Transfer. All regular employees hired after the date of ratification shall authorize paycheck deposit by electronic funds transfer (EFT) within thirty (30) days of hire. Employees may temporarily stop EFT in emergency situations with a

least seven (7) days' notice before a scheduled payday, but must restart EFT within three (3) months.

20.6 Assigned Cell Phone. Commencing in 2013, the Sheriff will assign cell phones as part of the Sheriff's Office issued and owned equipment when assignment of a Deputy reasonably requires such equipment. The Sheriff has sole discretion to establish policy for the use of assigned cell phones.

20.7 Ability to Cross Border. All employees must maintain the ability to cross the Canadian border. If an employee is unable to maintain his/her ability to cross the border, the County and the Guild agree to meet and bargain the impact on said employees, if necessary. Failure by an employee to comply with this section does not, in and of itself, subject an employee to discipline.

ARTICLE 21 - SALARY SCHEDULE

21.1 Annual Salary Schedules. Employees on the payroll on the date of ratification or hired after the date of ratification, shall be classified pursuant to Addendum A and paid pursuant to Addendum B, which are a part of this Agreement by reference.

21.1.1 Wages. Effective the first full pay period of January 2023, all ranges of the 2022 hourly matrix shall be increased by 6.0%.

Effective the first full pay period of January 2024, all ranges of the 2023 hourly matrix shall be increased by 4.0%

Effective the first full pay period of January 2025, all ranges of the 2024 hourly matrix shall be increased by 3.0%.

21.1.2 Education Incentive. Effective the first full pay period of January 2023, employees 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

21.1.3 Retention Bonus. The County shall award a \$2,000 annual retention bonus to eligible employees on payroll for the last full pay period of November for the next three consecutive years beginning in 2022 for a total of \$6,000. 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 2022, all Deputy Sheriff Guild employees on payroll at the time of adoption of this agreement **AND** on payroll for the last full pay period in November 2022, shall receive a \$2,000 lump sum retention bonus less normal payroll taxes.

Effective the last full pay periods in November 2023 and November 2024, all Deputy Sheriff Guild employees on payroll for the last full pay period in November each

calendar year, shall receive a \$2,000 lump sum retention bonus.

ARTICLE 22 - GRIEVANCE PROCEDURE AND ARBITRATION

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

22.2 Grievance Procedure. The processing of grievances shall be according to the following steps:

Step 1 – Initial Complaint. The employee and/or Guild representative must take up the complaint with the employee's immediate supervisor within thirty (30) calendar days of when the employee or Guild knew, or reasonably should have known of the facts giving rise to the alleged contract violation, or it shall be deemed null and void. The supervisor shall attempt to resolve the grievance within fifteen (15) calendar days. If it is not resolved within fifteen (15) calendar days after submission, the matter may proceed to Step 2. The Sheriff's Office will notify the Guild of its response. Absent written agreement to the contrary settlements at this Step shall be deemed informal and without precedential value.

Step 2 – Written Grievance. If there is no response at Step 1 or the grievance is not resolved at Step 1, the employee or Guild representative, within the next fifteen (15) calendar days may present the grievance, in writing to the next supervisor who is at a level outside the bargaining unit in the chain of command. The writing shall include the section of the agreement violated; a statement of the facts as seen by the grieving party, the remedy sought and should be signed by the employee or Guild member. If the grievance is not resolved at this level within twenty (20) calendar days from the date it is received by a supervisor who is at a level outside the bargaining unit, the matter may proceed to Step 3. The Sheriff's Office will notify the Guild of its response.

Step 3 - Grievance to the Sheriff or to the Guild. If the grievance is not resolved at Step 2 the employee or the Guild, within the next fifteen (15) calendar days, may present the written grievance to the Sheriff and a copy will be provided to Human Resources. Grievances by the County shall be presented to the Guild at Step 3. If not resolved at this level within the next twenty (20) calendar days, the filing party may refer the dispute to arbitration as provided below.

22.3 Grievances of General Concern. Grievances of general concern to the bargaining unit brought by the Guild may be initiated at Step 2 of section 22.2 (Grievance Procedure). Grievances of discipline greater than a written reprimand and grievances of the County may start at Step 3 of section 22.2 (Grievance Procedure).

22.4 Failure to Respond. Failure by the responding party to respond within stated timeline at any step shall permit the filing party to advance the grievance to the next step without a response.

22.5 Arbitration. The Guild or County may demand arbitration within thirty (30) calendar days following the conclusion of Step 3 above by filing such demand by the County with the Guild and by the Guild with Human Resources. The County shall notify

the County Executive of the dispute prior to arbitration.

22.5.1 Arbitrator Selection. For arbitrations related to employee discipline, within ten (10) working days of the Guild's demand for arbitration, pursuant to RCW 46.58.070, the parties shall request PERC to appoint an arbitrator to hear the matter. For all other grievances, the parties shall select an impartial arbitrator within ten working days after service of the demand for arbitration. If the parties fail to agree within this period upon an arbitrator who is able and willing to serve, either party may, within five (5) working days thereafter, request the State or Federal Mediation and Conciliation Service or AAA to submit a list of eleven (11) disinterested persons who are qualified and willing to act as an impartial arbitrator. From this list the County will strike two names, then the Guild two names until the single name remaining is appointed as the arbitrator.

22.5.2 Hearing Commencement. The arbitrator shall commence the hearing within a reasonable time after his selection and shall render his award in writing within thirty (30) days after the close of the arbitration hearing. The award of the arbitrator shall be rendered in writing together with his written findings and conclusions and shall be final and binding upon the parties to this Agreement and upon the complaining employee and employees, if any.

22.5.3 Arbitrator's Fees. The arbitrator's fees and expenses, the cost of any hearing room and the cost of the shorthand reporter and of the original transcript, if requested by the arbitrator, shall be borne equally by the County and the Guild. All other expenses and costs, including attorney fees, shall be borne by the parties incurring them.

22.5.4 Arbitration Venue. Venue for all grievance arbitrations shall be Whatcom County unless otherwise mutually agreed.

22.6 Time Limitations. The County and the Guild agree to comply with the time limitations set forth above and 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.

22.7 No Lockout, Strike or Slow Down. All grievances as herein defined shall be settled in accordance with the procedures outlined above and there shall be no lockout, strike, interruption of work, slow down, or other interferences with production during the life of this Agreement.

22.8 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.

ARTICLE 23 - SENIORITY DEFINITION

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 the service with the County will be credited to such employee for the purpose of vacations, sick leave, and longevity accrual. Seniority units shall consist of the following two units: (1) Sergeants; (2) all other deputy

sheriff's in bargaining unit.

ARTICLE 24 – MANAGEMENT RIGHTS

Any and all rights concerned with the management operations of the County and its Sheriff's Office are exclusively that of the County unless otherwise provided by the terms of this Agreement. The County has the authority to adopt reasonable rules for the operation of the Sheriff's Office and the conduct of its employees; provided, such rules are not in conflict with the provisions of this Agreement, bargaining rights, or with applicable law. The County has the right to discipline, temporarily lay off or discharge employees; to assign work and determine duties of employees; to schedule hours of work, to determine the number of employees 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 25 - INDEMNITY AND HOLD HARMLESS AGREEMENT

The Employer agrees to hold harmless employees for all damages, including attorney fees, in accordance with the terms of the County's general liability policy (a copy of which has been provided to the Guild) or a policy which is substantially similar.

ARTICLE 26 - TERMINATION CLAUSE

26.1 Duration. This Agreement shall be in full force and effect from January 1, 2023 to and including December 31, 2025 except as noted in this Agreement and shall continue in full force and effect from year to year thereafter, unless written notice of desire to cancel or terminate the Agreement is served by either party upon the other at least sixty (60) days prior to the date of expiration.

THIS AGREEMENT IS EXECUTED THIS 13th of September, 2022 by the duly authorized representative of the parties hereto.

WHATCOM COUNTY DEPUTY
SHERIFF'S GUILD

WHATCOM COUNTY, WASHINGTON

By: DocuSigned by:
Steve Harris
DBAE474DE0714F0...
Steve Harris
President

By: DocuSigned by:
Satpal Sidhu
1192C7C18B664E3...
Satpal Sidhu
Whatcom County Executive

APPROVED AS TO FORM:

By: DocuSigned by:
George Roche
660516898582415
Senior Deputy Prosecutor

Date of Council Approval

ADDENDUM A

TO THE AGREEMENT
by and between
WHATCOM COUNTY, WASHINGTON
and
WHATCOM COUNTY DEPUTY SHERIFF'S GUILD

POSITION TITLE INDEX

| <u>Range</u> | <u>Position</u> |
|---------------------|------------------------|
| 10, 11, 12 | Sergeant |
| 20, 21, 22, 24, 25 | Deputy |

ADDENDUM B - Salary Schedule

SERGEANT

Effective first full pay period January 2023 (+6.0%)

| Position/Premium | Range | Step 1 | Step 2 | Step 3 | Step 4 | Step 5 |
|-----------------------|-------|---------|---------|---------|---------|---------|
| Sergeant | 10 | \$50.27 | \$51.28 | \$52.25 | \$54.35 | \$56.56 |
| - plus AA | 10.1 | \$50.78 | \$51.80 | \$52.77 | \$54.90 | \$57.12 |
| - plus BA | 10.2 | \$51.28 | \$52.31 | \$53.30 | \$55.44 | \$57.69 |
| - plus 1 premium | 11 | \$51.68 | \$52.69 | \$53.66 | \$55.76 | \$57.97 |
| - plus 2 premiums | 12 | \$53.09 | \$54.10 | \$55.07 | \$57.17 | \$59.38 |
| - plus 1 premium & AA | 11.1 | \$52.19 | \$53.21 | \$54.18 | \$56.31 | \$58.53 |
| - plus 1 premium & BA | 11.2 | \$52.69 | \$53.72 | \$54.71 | \$56.85 | \$59.10 |
| - plus 2 premium & AA | 12.1 | \$53.60 | \$54.62 | \$55.59 | \$57.72 | \$59.94 |
| - plus 2 premium & BA | 12.2 | \$54.10 | \$55.13 | \$56.12 | \$58.26 | \$60.51 |

Effective first full pay period January 2024 (+4%)

| Position/Premium | Range | Step 1 | Step 2 | Step 3 | Step 4 | Step 5 |
|-----------------------|-------|---------|---------|---------|---------|---------|
| Sergeant | 10 | \$52.28 | \$53.33 | \$54.34 | \$56.53 | \$58.82 |
| - plus AA | 10.1 | \$52.81 | \$53.87 | \$54.89 | \$57.09 | \$59.41 |
| - plus BA | 10.2 | \$53.33 | \$54.40 | \$55.43 | \$57.66 | \$60.00 |
| - plus 1 premium | 11 | \$53.75 | \$54.80 | \$55.81 | \$58.00 | \$60.29 |
| - plus 2 premiums | 12 | \$55.22 | \$56.27 | \$57.28 | \$59.47 | \$61.76 |
| - plus 1 premium & AA | 11.1 | \$54.28 | \$55.34 | \$56.36 | \$58.56 | \$60.88 |
| - plus 1 premium & BA | 11.2 | \$54.80 | \$55.87 | \$56.90 | \$59.13 | \$61.47 |
| - plus 2 premium & AA | 12.1 | \$55.75 | \$56.81 | \$57.83 | \$60.03 | \$62.35 |
| - plus 2 premium & BA | 12.2 | \$56.27 | \$57.34 | \$58.37 | \$60.60 | \$62.94 |

Effective first full pay period January 2025 (+3%)

| Position/Premium | Range | Step 1 | Step 2 | Step 3 | Step 4 | Step 5 |
|-----------------------|-------|---------|---------|---------|---------|---------|
| Sergeant | 10 | \$53.85 | \$54.93 | \$55.97 | \$58.22 | \$60.59 |
| - plus AA | 10.1 | \$54.39 | \$55.48 | \$56.53 | \$58.80 | \$61.19 |
| - plus BA | 10.2 | \$54.93 | \$56.03 | \$57.09 | \$59.39 | \$61.80 |
| - plus 1 premium | 11 | \$55.37 | \$56.45 | \$57.49 | \$59.74 | \$62.11 |
| - plus 2 premiums | 12 | \$56.88 | \$57.96 | \$59.00 | \$61.25 | \$63.62 |
| - plus 1 premium & AA | 11.1 | \$55.91 | \$57.00 | \$58.05 | \$60.32 | \$62.71 |
| - plus 1 premium & BA | 11.2 | \$56.45 | \$57.55 | \$58.61 | \$60.91 | \$63.32 |
| - plus 2 premium & AA | 12.1 | \$57.42 | \$58.51 | \$59.56 | \$61.83 | \$64.22 |
| - plus 2 premium & BA | 12.2 | \$57.96 | \$59.06 | \$60.12 | \$62.42 | \$64.83 |

LONGEVITY (% of top Deputy step)

Effective first full pay period January 2023

| Yrs of Service | % | Hourly Rate | Longevity |
|----------------|--------------|----------------|---------------|
| 6 | 2.00% | \$47.16 | \$0.94 |
| 9 | 3.00% | \$47.16 | \$1.41 |
| 12 | 3.50% | \$47.16 | \$1.65 |
| 15 | 4.00% | \$47.16 | \$1.89 |
| 18 | 4.50% | \$47.16 | \$2.12 |
| 21 | 5.00% | \$47.16 | \$2.36 |
| 24 | 6.00% | \$47.16 | \$2.83 |
| 27 | 7.00% | \$47.16 | \$3.30 |

Effective first full pay period January 2024

| Yrs of Service | % | Hourly Rate | Longevity |
|----------------|--------------|----------------|---------------|
| 6 | 2.00% | \$49.05 | \$0.98 |
| 9 | 3.00% | \$49.05 | \$1.47 |
| 12 | 3.50% | \$49.05 | \$1.72 |
| 15 | 4.00% | \$49.05 | \$1.96 |
| 18 | 4.50% | \$49.05 | \$2.21 |
| 21 | 5.00% | \$49.05 | \$2.45 |
| 24 | 6.00% | \$49.05 | \$2.94 |
| 27 | 7.00% | \$49.05 | \$3.43 |

Effective first full pay period January 2025

| Yrs of Service | % | Hourly Rate | Longevity |
|----------------|--------------|----------------|---------------|
| 6 | 2.00% | \$50.52 | \$1.01 |
| 9 | 3.00% | \$50.52 | \$1.52 |
| 12 | 3.50% | \$50.52 | \$1.77 |
| 15 | 4.00% | \$50.52 | \$2.02 |
| 18 | 4.50% | \$50.52 | \$2.27 |
| 21 | 5.00% | \$50.52 | \$2.53 |
| 24 | 6.00% | \$50.52 | \$3.03 |
| 27 | 7.00% | \$50.52 | \$3.54 |

DEPUTY

Effective first full pay period January 2023 (+6.0%)

| Position/Premium | Range | Step 1 | Step 2 | Step 3 | Step 4 | Step 5 | Step 6 |
|-------------------------------|-------|---------|---------|---------|---------|---------|---------|
| Deputy | 20 | \$38.37 | \$39.90 | \$41.46 | \$43.62 | \$45.35 | \$47.16 |
| - plus AA | 20.1 | \$38.76 | \$40.29 | \$41.87 | \$44.06 | \$45.80 | \$47.64 |
| - plus BA | 20.2 | \$39.14 | \$40.69 | \$42.29 | \$44.50 | \$46.25 | \$48.11 |
| - plus 1 premium | 21 | \$39.78 | \$41.31 | \$42.87 | \$45.03 | \$46.76 | \$48.57 |
| - plus 2 premiums | 22 | \$41.19 | \$42.72 | \$44.28 | \$46.44 | \$48.17 | \$49.98 |
| - plus 1 premium & AA | 21.1 | \$40.17 | \$41.70 | \$43.28 | \$45.47 | \$47.21 | \$49.05 |
| - plus 1 premium & BA | 21.2 | \$40.55 | \$42.10 | \$43.70 | \$45.91 | \$47.66 | \$49.52 |
| - plus 2 premium & AA | 22.1 | \$41.58 | \$43.11 | \$44.69 | \$46.88 | \$48.62 | \$50.46 |
| - plus 2 premium & BA | 22.2 | \$41.96 | \$43.51 | \$45.11 | \$47.32 | \$49.07 | \$50.93 |
| - plus K-9 premium | 24 | \$40.02 | \$41.55 | \$43.11 | \$45.27 | \$47.00 | \$48.81 |
| - plus K-9 and 1 premium | 25 | \$41.43 | \$42.96 | \$44.52 | \$46.68 | \$48.41 | \$50.22 |
| - plus K-9 premium & AA | 24.1 | \$40.41 | \$41.94 | \$43.52 | \$45.71 | \$47.45 | \$49.29 |
| - plus K-9 premium & BA | 24.2 | \$40.79 | \$42.34 | \$43.94 | \$46.15 | \$47.90 | \$49.76 |
| - plus K-9 and 1 premium & AA | 25.1 | \$41.82 | \$43.35 | \$44.93 | \$47.12 | \$48.86 | \$50.70 |
| - plus K-9 and 1 premium & BA | 25.2 | \$42.20 | \$43.75 | \$45.35 | \$47.56 | \$49.31 | \$51.17 |

LONGEVITY (% of top Deputy step)

Effective first full pay period January 2023

| Years | % | Hourly Rate | Longevity |
|-----------|--------------|----------------|---------------|
| 6 | 2.00% | \$47.16 | \$0.94 |
| 9 | 3.00% | \$47.16 | \$1.41 |
| 12 | 3.50% | \$47.16 | \$1.65 |
| 15 | 4.00% | \$47.16 | \$1.89 |
| 18 | 4.50% | \$47.16 | \$2.12 |
| 21 | 5.00% | \$47.16 | \$2.36 |
| 24 | 6.00% | \$47.16 | \$2.83 |
| 27 | 7.00% | \$47.16 | \$3.30 |

Effective first full pay period January 2024 (+4%)

| Position/Premium | Range | Step 1 | Step 2 | Step 3 | Step 4 | Step 5 | Step 6 |
|-------------------------------|-------|---------|---------|---------|---------|---------|---------|
| Deputy | 20 | \$39.91 | \$41.49 | \$43.12 | \$45.37 | \$47.16 | \$49.05 |
| - plus AA | 20.1 | \$40.31 | \$41.91 | \$43.55 | \$45.82 | \$47.63 | \$49.54 |
| - plus BA | 20.2 | \$40.71 | \$42.32 | \$43.98 | \$46.28 | \$48.10 | \$50.03 |
| - plus 1 premium | 21 | \$41.38 | \$42.96 | \$44.59 | \$46.84 | \$48.63 | \$50.52 |
| - plus 2 premiums | 22 | \$42.85 | \$44.43 | \$46.06 | \$48.31 | \$50.10 | \$51.99 |
| - plus 1 premium & AA | 21.1 | \$41.78 | \$43.38 | \$45.02 | \$47.29 | \$49.10 | \$51.01 |
| - plus 1 premium & BA | 21.2 | \$42.18 | \$43.79 | \$45.45 | \$47.75 | \$49.57 | \$51.50 |
| - plus 2 premium & AA | 22.1 | \$43.25 | \$44.85 | \$46.49 | \$48.76 | \$50.57 | \$52.48 |
| - plus 2 premium & BA | 22.2 | \$43.65 | \$45.26 | \$46.92 | \$49.22 | \$51.04 | \$52.97 |
| - plus K-9 premium | 24 | \$41.63 | \$43.21 | \$44.84 | \$47.09 | \$48.88 | \$50.77 |
| - plus K-9 and 1 premium | 25 | \$43.10 | \$44.68 | \$46.31 | \$48.56 | \$50.35 | \$52.24 |
| - plus K-9 premium & AA | 24.1 | \$42.03 | \$43.63 | \$45.27 | \$47.54 | \$49.35 | \$51.26 |
| - plus K-9 premium & BA | 24.2 | \$42.43 | \$44.04 | \$45.70 | \$48.00 | \$49.82 | \$51.75 |
| - plus K-9 and 1 premium & AA | 25.1 | \$43.50 | \$45.10 | \$46.74 | \$49.01 | \$50.82 | \$52.73 |
| - plus K-9 and 1 premium & BA | 25.2 | \$43.90 | \$45.51 | \$47.17 | \$49.47 | \$51.29 | \$53.22 |

Effective first full pay period January 2024

| Years | % | Hourly Rate | Longevity |
|-----------|--------------|----------------|---------------|
| 6 | 2.00% | \$49.05 | \$0.98 |
| 9 | 3.00% | \$49.05 | \$1.47 |
| 12 | 3.50% | \$49.05 | \$1.72 |
| 15 | 4.00% | \$49.05 | \$1.96 |
| 18 | 4.50% | \$49.05 | \$2.21 |
| 21 | 5.00% | \$49.05 | \$2.45 |
| 24 | 6.00% | \$49.05 | \$2.94 |
| 27 | 7.00% | \$49.05 | \$3.43 |

Effective first full pay period January 2025 (+3%)

| Position/Premium | Range | Step 1 | Step 2 | Step 3 | Step 4 | Step 5 | Step 6 |
|-------------------------------|-------|---------|---------|---------|---------|---------|---------|
| Deputy | 20 | \$41.11 | \$42.74 | \$44.41 | \$46.73 | \$48.58 | \$50.52 |
| - plus AA | 20.1 | \$41.52 | \$43.16 | \$44.85 | \$47.20 | \$49.06 | \$51.03 |
| - plus BA | 20.2 | \$41.93 | \$43.59 | \$45.30 | \$47.66 | \$49.55 | \$51.53 |
| - plus 1 premium | 21 | \$42.63 | \$44.26 | \$45.93 | \$48.25 | \$50.10 | \$52.04 |
| - plus 2 premiums | 22 | \$44.14 | \$45.77 | \$47.44 | \$49.76 | \$51.61 | \$53.55 |
| - plus 1 premium & AA | 21.1 | \$43.04 | \$44.68 | \$46.37 | \$48.72 | \$50.58 | \$52.55 |
| - plus 1 premium & BA | 21.2 | \$43.45 | \$45.11 | \$46.82 | \$49.18 | \$51.07 | \$53.05 |
| - plus 2 premium & AA | 22.1 | \$44.55 | \$46.19 | \$47.88 | \$50.23 | \$52.09 | \$54.06 |
| - plus 2 premium & BA | 22.2 | \$44.96 | \$46.62 | \$48.33 | \$50.69 | \$52.58 | \$54.56 |
| - plus K-9 premium | 24 | \$42.88 | \$44.51 | \$46.18 | \$48.50 | \$50.35 | \$52.29 |
| - plus K-9 and 1 premium | 25 | \$44.40 | \$46.03 | \$47.70 | \$50.02 | \$51.87 | \$53.81 |
| - plus K-9 premium & AA | 24.1 | \$43.29 | \$44.93 | \$46.62 | \$48.97 | \$50.83 | \$52.80 |
| - plus K-9 premium & BA | 24.2 | \$43.70 | \$45.36 | \$47.07 | \$49.43 | \$51.32 | \$53.30 |
| - plus K-9 and 1 premium & AA | 25.1 | \$44.81 | \$46.45 | \$48.14 | \$50.49 | \$52.35 | \$54.32 |
| - plus K-9 and 1 premium & BA | 25.2 | \$45.22 | \$46.88 | \$48.59 | \$50.95 | \$52.84 | \$54.82 |

Effective first full pay period January 2025

| Years | % | Hourly Rate | Longevity |
|-----------|--------------|----------------|---------------|
| 6 | 2.00% | \$50.52 | \$1.01 |
| 9 | 3.00% | \$50.52 | \$1.52 |
| 12 | 3.50% | \$50.52 | \$1.77 |
| 15 | 4.00% | \$50.52 | \$2.02 |
| 18 | 4.50% | \$50.52 | \$2.27 |
| 21 | 5.00% | \$50.52 | \$2.53 |
| 24 | 6.00% | \$50.52 | \$3.03 |
| 27 | 7.00% | \$50.52 | \$3.54 |

ADDENDUM C

ADVICE OF ADMINISTRATIVE INVESTIGATION

Date:

To:

From:

Subj:

As required by section 2.7.1 (Due Process) of the Guild 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:

NOTICE:

Effective immediately, you are directed to have no communication regarding this matter, either on-duty or off-duty, with any person including potential witnesses or persons who may be materially involved with the administrative investigation.

*This directive means you are prohibited from communicating to these individuals about this matter by **any** means to include, but not be limited to: fax, telephone, mail, electronic messaging, in-person, person to person relay or any other form of communication.*

Failure to comply with this directive shall be considered Insubordination, and may result in discipline up to and including termination.

You are not prohibited from discussing this matter with your Guild/union representative, Guild legal advisor, or your personal attorney.

This directive will remain in effect until either the adjudication or conclusion of the administrative investigation. *Adjudication or conclusion of the case is when the employee has been notified by the appointing authority of a finding.*

Acknowledgment:

I certify that I have read this advisement form in its entirety (2 pages). I acknowledge that I understand the contents and that I have received a copy of this document.

Printed name

Signature

Date

Investigation Advisement made by: _____(Print name)

Date

Time

Place

ADDENDUM D

**ADVICE OF ADMINISTRATIVE INTERVIEW AS REQUIRED BY SECTION 2.7.3.1
(Interview Advisement) OF THE GUILD 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)

- B. Failure to fully cooperate by truthfully answering all questions specifically and directly related to the matter under investigation and/or by providing investigators with all potentially relevant information will result in disciplinary action, which may include discharge from the Sheriff's Office.
- C. All **Class I** Administrative Investigations **shall be** audio recorded. Class II investigative interviews are generally not recorded, but will be audio recorded at the request of either party. In a Class II interview, should one party object to the use of an audio recording then a transcript shall be made and be the only official record. Class II transcription expenses shall be at the expense of the requesting party.
- D. You may request and obtain the presence of a Guild/Union representative during the investigatory interview (if no request is made there shall be no obligation of representative presence) provided that:
 - 1. The Guild/Union representative **shall not** disclose the nature or content of the interview to any person, except as necessary for the Guild to meet its duty of fair representation. The Guild/Union representative **shall not** obstruct the investigation, including revealing information to others except as permitted herein.
 - 2. In addition to observing the interview, the Guild/Union representative, may reasonably participate in accordance with 1 above, by:
 - a. Consulting with the employee before the interview begins;
 - b. Reasonably raising valid objections and consulting with/advising the employee about a privilege she/he has the right to assert once questioning starts;
 - c. Assisting the employee if questions are ambiguous or misleading by rephrasing the question or asking that the question be rephrased;
 - d. Interceding if questions become harassing or intimidating; and
 - e. Asking additional questions and seek to clarify responses.
 - 3. During the investigatory interview, the Guild/Union representative may not;
 - a. Interrupt if the employee is asked to give an initial version of events;
 - b. Consult with the employee before he/she answers every question;
 - c. Otherwise interfere with appropriate questioning by the investigator.
 - 4. The Guild/Union representative may not be the spouse of the subject employee or a witness in the matter under investigation.
- E. Employees subject to investigation shall be given at least two (2) hours' notice before an interview. The failure of an employee subject to investigation to obtain a Guild/Union representative within a reasonable time, (generally two hours) **is not** an acceptable basis for unreasonably delaying an investigative interview with the understanding the interview shall be conducted at a reasonable hour, preferably at a time when the employee is on duty, or during the normal waking hours for the employee. Upon request, the employee will be granted a twenty-four (24) hour delay, unless the exigency of the investigation requires otherwise.

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 Guild/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 Guild.

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 against you or introduced into evidence in a criminal proceeding.

NOTICE:

Effective immediately, except as otherwise provided above, you are directed to have no communication regarding this matter, either on-duty or off-duty, with any person including potential witnesses or persons who may be materially involved with the administrative investigation.

*This directive means you are prohibited from communicating to these individuals about this matter by **any** means to include, but not be limited to: fax, telephone, mail, electronic messaging, in-person, person to person relay or any other form of communication.*

Failure to comply with this directive shall be considered Insubordination, and may result in discipline up to and including termination.

You are not prohibited from discussing this matter with your Guild/union representative, Guild legal advisor, or your personal attorney.

This directive will remain in effect until either the adjudication or conclusion of the administrative investigation. *Adjudication or conclusion of the case is when the employee has been notified by the appointing authority of a finding.*

Acknowledgment:

I certify that I have read this advisement form in its entirety (4 pages). I acknowledge that I understand the contents and that I have received a copy of this document.

Printed name

Signature

Advisement made by: _____(Print name)

Date Time Place

ADDENDUM E
LETTER OF AGREEMENT
By and Between
Whatcom County Sheriff's Guild
And
Whatcom County

Courthouse Deputy Position Bidding Procedure

This Letter of Agreement (LOA) is between Whatcom County (County) and the Whatcom County Deputy Sheriff's Guild (Guild). The purpose of this Agreement is to set forth the bidding procedure for the Courthouse Deputy position.

- A. Article 3.2 provides that during the first 10 days of September of each year a shift schedule is posted and bid by seniority for the following calendar year. A shift bid period is two (2) months in duration. Rules regarding the bidding process are established by mutual agreement between the County and the Guild.
- B. Article 5.4 states that during the month of September of each year, in conjunction with shift bidding, a vacation chart is posted and completed by December 31st. Article 5.4.1 sets forth the vacation bidding process.
- C. Current bid rules provide that the Courthouse Deputy position is assigned with patrol day shift and will make vacation bids against other deputies working the day shift.
- D. The Guild desires to provide more vacation bidding opportunities for deputies working the day shift and would like the Courthouse Deputy position to be excluded from the day shift bidding list during peak vacation months.

THE PARTIES AGREE that following bid rules regarding the Courthouse Deputy position will now apply:

- 1. The Courthouse Deputy shall be allowed to schedule up to one week of vacation for every two months worked.
- 2. The Courthouse Deputy position will be associated with patrol day shift. The Courthouse Deputy will bid against other deputies working day shift for all two-month bid cycles except the bid cycles of May/June and July/August. During these two bid cycles, the Courthouse Deputy will not be included on the vacation bidding list.
- 3. During the bid cycles of May/June and July/August, the possible two bid vacation weeks will be covered by available deputies and prescheduled.
- 4. During all other bid cycles, day shift and the Firearms Training Unit position will provide vacation coverage for the Courthouse Deputy.
- 5. If no one bids this position, it will default to the most junior person off probation. Once a deputy has worked this position for a two-month bid within the year bid cycle, they are not required to work it again during the same bid cycle. It will default to the next junior person off probation. On days the courthouse is closed, deputies may opt to work a patrol shift or use leave accruals.

If this bidding process results in operational issues, the County reserves the right to meet with the Guild and establish alternate procedures.

Addendum F

**LETTER OF UNDERSTANDING
By and Between
Whatcom County Sheriff's Guild
And
Whatcom County**

Dog Handler Compensation and Shift Schedule

This Letter of Understanding is between Whatcom County (County) and the Whatcom County Deputy Sheriff's Guild (Guild) regarding dog handler compensation and shift schedule.

Section 13.2 of the Collective Bargaining Agreement provides that employees assigned to be a Dog Handler shall receive premium pay, in addition to regular pay, equating to 3.5% of the top-step Deputy wage.

To comply with the Fair Labor Standards Act, the parties recognize there should be a relationship between compensation and a reasonable estimate of the time spent to maintain and care for the dog.

The parties, therefore, agree as follows:

- A. One (1) hour of straight time per day shall be included in the employee's regular shift to compensate for off-duty canine care. An employee assigned to be a Dog Handler will maintain a schedule of nine hours duty time and one hour of canine care for each regularly scheduled ten (10) hour shift. This equates to .5 hours per day rounded to 4 hours per week. This provision shall be effective following final approval of this LOU.
- B. The shift schedule in paragraph A. is in addition to the premium provided for in Section 13.2.
- C. An employee assigned as a Dog Handler is responsible for the health, care and well-being of his or her assigned dog. This includes, but not limited to, bathing, brushing, exercising, feeding, grooming, cleaning the dog's kennel or transport vehicle, administering medicine for illness, transporting the dog to and from an animal hospital or veterinarian, and training.
- D. Canine care is considered off-duty and separate and apart from on-duty assignments. However, if there is a connection between the injury or death of the Dog Handler and the performance of off-duty canine care, the injury or death will be treated as any other line-of-duty injury or death. No more than four (4) hours per week shall be spent for canine care unless authorized.

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Interpretation of Section 3.4.3 Mandatory Meetings

This Letter of Understanding (LOU) is between Whatcom County (County) and the Whatcom County Deputy Sheriff's Guild (Guild). The purpose of this Agreement is to set forth the parties' understanding of the interrelationship between Sections 3.4.3 and 3.6.

Section 3.4.3 governs mandatory meetings. It is intended to ensure that such meetings, when truly required for all employees, are considered on duty time and if employees are not regularly scheduled to work during those meetings, and are required to attend, they will be paid overtime. The County at one point used the 30-day advance notice provision for training in Section 3.6, see below, to reduce overtime during a mandatory meeting in which there was a training component.

The parties agree that ongoing training, even when mandatory, can occur with a schedule change on straight time provided thirty (30) days' notice are given in accordance with Section 3.6. This Section is not intended, however, to allow a mandatory meeting to be scheduled under 3.6 simply by including a training component.

Section 3.6 is intended to provide necessary law enforcement training on straight time with advance notice.

Section 3.4.3 is intended to compensate people required to attend mandatory meetings outside of their regularly scheduled shift.

The two provisions are intended to cover different situations.

3.4.3 Mandatory Meetings. Mandatory meetings called by the Sheriff for all employees shall be considered on-duty time. Overtime shall be paid to those entitled to it.

3.6 Training Days. Every effort will be made to schedule training at least thirty (30) or more days in advance. Scheduled training, which is posted thirty (30) or more days before it occurs shall be considered the employee's assigned shift for that day. Provided, that if such scheduled training requires adjusting an employee's hours of work and/or days off for attendance, then such employee will be notified, via email, thirty (30) or more days in advance of such change. If no such notice occurs, then all hours spent by an employee in the assigned training will be paid at the overtime rate of time and one-half. If such scheduled training is cancelled within thirty (30) days of occurring and no other training is substituted, the employee has the option, with the approval of affected supervisors, of either working the scheduled training hours for that day or moving back to his or her regular shift.