

**WHATCOM COUNTY CONTRACT  
INFORMATION SHEET**

Whatcom County Contract No.  
**2022 01035**

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 Fraternal Order of Police
Is this a New Contract?    If not, is this an Amendment or Renewal to an Existing Contract?    Yes <input type="radio"/> No <input checked="" type="radio"/> Yes <input checked="" type="radio"/> No <input type="radio"/> If Amendment or Renewal, (per WCC 3.08.100 (a)) Original Contract #: _____	
Does contract require Council Approval?    Yes <input checked="" type="radio"/> No <input type="radio"/> If No, include WCC: _____ Already approved? Council Approved Date: _____ (Exclusions see: Whatcom County Codes 3.06.010, 3.08.090 and 3.08.100)	
Is this a grant agreement?    Yes <input type="radio"/> No <input checked="" type="radio"/> If yes, grantor agency contract number(s): _____ CFDA#: _____	
Is this contract grant funded?    Yes <input type="radio"/> No <input checked="" type="radio"/> If yes, Whatcom County grant contract number(s): _____	
Is this contract the result of a RFP or Bid process?    Contract _____ Yes <input type="radio"/> No <input checked="" type="radio"/> If yes, RFP and Bid number(s): _____ Cost Center: _____	
Is this agreement excluded from E-Verify?    No <input type="radio"/> Yes <input checked="" type="radio"/> If no, include Attachment D Contractor Declaration form.	
If YES, indicate exclusion(s) below: <input checked="" type="checkbox"/> Professional services agreement for certified/licensed professional. <input type="checkbox"/> Goods and services provided due to an emergency <input type="checkbox"/> Contract work is for less than \$100,000. <input type="checkbox"/> Contract for Commercial off the shelf items (COTS). <input type="checkbox"/> Contract work is for less than 120 days. <input type="checkbox"/> Work related subcontract less than \$25,000. <input type="checkbox"/> Interlocal Agreement (between Governments). <input type="checkbox"/> Public Works - Local Agency/Federally Funded FHWA.	
Contract Amount:(sum of original contract amount and any prior amendments): \$ _____ This Amendment Amount: \$ _____ Total Amended Amount: \$ _____	Council approval required for; all property leases, contracts or bid awards <b>exceeding \$40,000</b> , and professional service contract amendments that have an increase greater than \$10,000 or 10% of contract amount, whichever is greater, <b>except when:</b> 1. Exercising an option contained in a contract previously approved by the council. 2. Contract is for design, construction, r-o-w acquisition, prof. services, or other capital costs approved by council in a capital budget appropriation ordinance. 3. Bid or award is for supplies. 4. Equipment is included in Exhibit "B" of the Budget Ordinance. 5. Contract is for manufacturer's technical support and hardware maintenance of electronic systems and/or technical support and software maintenance from the developer of proprietary software currently used by Whatcom County.
Summary of Scope: _____	
Collective Bargaining Agreement between Whatcom County and the Fraternal Order of Police, Matt Herzog Memorial Lodge #24, representing Sheriff's Corrections Senior Management effective January 1, 2022 through December 31, 2024.	
Term of Contract: Three years	Expiration Date: 12/31/2024

Contract Routing:	1. Prepared by: <u>Melissa Keeley</u>	Date: <u>1/12/22</u>
	2. Attorney signoff: <u>George Roche</u>	Date: <u>1/12/22</u>
	3. AS Finance reviewed: _____	Date: _____
	4. IT reviewed (if IT related): _____	Date: _____
	5. Contractor signed: _____	Date: _____
	6. Submitted to Exec.: <u>Satpal Sidhu</u>	Date: <u>1/28/22</u>
	7. Council approved (if necessary): <u>✓ AB2022-059</u>	Date: <u>1-25-22</u>
	8. Executive signed: _____	Date: <u>1-31-22</u>
	9. Original to Council: _____	Date: <u>2/4/22</u>

# **COLLECTIVE BARGAINING AGREEMENT**

**by and between**

**Whatcom County, Washington**

**and**

**The Fraternal Order of Police  
Matt Herzog Memorial Lodge #24**

**Whatcom County Sheriff's Office**

**Corrections Senior Management Group**

**January 1, 2022 – December 31, 2024**

## Index

<b>GENERAL PURPOSES .....</b>	<b>3</b>
<b>ARTICLE 1 – DEFINITIONS.....</b>	<b>3</b>
<b>ARTICLE 2 – RECOGNITION.....</b>	<b>4</b>
<b>ARTICLE 3 – UNION SECURITY .....</b>	<b>4</b>
<b>ARTICLE 4 – FOP / EMPLOYER RELATIONS .....</b>	<b>5</b>
<b>ARTICLE 5 – EMPLOYMENT .....</b>	<b>6</b>
<b>ARTICLE 6 – HOURS OF WORK AND OVERTIME .....</b>	<b>6</b>
<b>ARTICLE 7 – EMPLOYMENT PRACTICES.....</b>	<b>7</b>
<b>ARTICLE 8 – SENIORITY AND LAYOFF .....</b>	<b>10</b>
<b>ARTICLE 9 – WAGES .....</b>	<b>12</b>
<b>ARTICLE 10 – HELD.....</b>	<b>12</b>
<b>ARTICLE 11– HOLIDAYS.....</b>	<b>13</b>
<b>ARTICLE 12 – VACATION .....</b>	<b>13</b>
<b>ARTICLE 13 – SICK LEAVE.....</b>	<b>13</b>
<b>ARTICLE 14 – LEAVES OF ABSENCE .....</b>	<b>14</b>
<b>ARTICLE 15 – HEALTH AND WELFARE .....</b>	<b>16</b>
<b>ARTICLE 16 – GRIEVANCES .....</b>	<b>18</b>
<b>ARTICLE 17 – NO STRIKE / NO LOCKOUT.....</b>	<b>19</b>
<b>ARTICLE 18 – MANAGEMENT RIGHTS AND RESPONSIBILITIES.....</b>	<b>19</b>
<b>ARTICLE 19 – GENERAL PROVISIONS .....</b>	<b>20</b>
<b>ARTICLE 20 – SAVINGS CLAUSE .....</b>	<b>21</b>
<b>ARTICLE 21 – CONTRACT DURATION AND ENTIRE AGREEMENT .....</b>	<b>21</b>
<b>ADDENDUM A – SALARY MATRIX .....</b>	<b>22</b>

## AGREEMENT

By and Between  
**WHATCOM COUNTY, WASHINGTON**  
AND  
**Whatcom County Sheriff's Office**  
**Corrections Senior Management Group**

**January 1, 2022 – December 31, 2024**

### GENERAL PURPOSES

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

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

### ARTICLE 1 – DEFINITIONS

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

**1.1 Bargaining Unit** shall include all full time Corrections employees bearing the rank of Lieutenant or Chief within the Whatcom County Sheriff's Office. Excluded from this agreement are uniformed Correction Deputies, Sergeants, confidential employees, and all other employees. Reference PERC decision 13309-PECB, 2021.

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

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

**1.4 Employer** shall mean Whatcom County, Washington.

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

**1.6 Retirement** shall be defined as separation from employment when the employee is retirement eligible under the Washington State Department of Retirement Systems (DRS) rules regardless of whether the employee files with DRS for retirement benefits.

## **ARTICLE 2 – RECOGNITION**

**2.1 Bargaining Representative.** The Employer recognizes the FOP as the sole and exclusive bargaining representative for all members of the Bargaining Unit as defined in Section 1.1.

**2.2 New Classifications.** The Employer may create new positions or classifications; such may be designated as non-represented and excluded from the Bargaining Unit. The parties agree that the positions designated by the Employer to be within the non-represented pay plans shall be excluded from the bargaining unit.

If the FOP disagrees with the non-represented designation for a new or reclassified position, the parties recognize that the determination of whether the position is included within the bargaining unit may be reviewed by PERC.

**2.3 Contract Proposal.** The Employer recognizes the FOP negotiation team as the exclusive contract negotiator. The Employer agrees to negotiate contract proposals with the members of the FOP negotiation team only. The FOP recognizes the County as the representative of the people of Whatcom County and agrees to negotiate only with the County through the negotiation agent or agents officially designated by the Executive to act on its behalf. The FOP will notify the Human Resources Manager and the Sheriff in writing of their designated representatives.

## **ARTICLE 3 – UNION SECURITY**

**3.1 Membership.** The Employer recognizes the Lieutenants and Chief may become members of the FOP. The FOP accepts its responsibility to fairly represent all employees in the bargaining unit regardless of membership status.

**3.2 Dues Deduction** For individuals who certify in writing that they authorize such deductions, FOP monthly dues shall be deducted from the employee's payroll beginning the first pay period following the County's receipt of the authorization form. The County shall remit said monies to the FOP together with a list of employees and amounts to be credited to their account.

An employee may revoke their authorization for payroll deduction upon written notice to the County and the FOP. The payroll deduction will end the pay period following the County's receipt of the employee's written notice. The County will notify the FOP of such written requests.

**3.3 Hold Harmless.** The FOP shall indemnify, defend, and hold the Employer harmless against claims made and against any suit instituted against the Employer on account of any check-off of dues for the FOP, or any other action taken by the Employer

under this Article pursuant to the request of the FOP. The FOP shall refund to the Employer any amounts paid to it in error on account of the check-off provision upon presentation of proper evidence thereof.

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

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

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

#### **ARTICLE 4 – FOP / EMPLOYER RELATIONS**

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

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

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

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

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

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

**4.5 Grievance Release Time.** The Employer shall allow one member of the FOP to be released from duty to attend grievance meetings with the Employer.

## **ARTICLE 5 – EMPLOYMENT**

**5.1 Probationary Periods.** The probationary period for new Lieutenants and Chief will be a total of twelve (12) months from the date of promotion.

**5.2 Types of Employment.** The employment positions of this bargaining unit are covered by the Whatcom County Civil Service Rules and Regulations. Regular and temporary position appointments are described therein.

**5.3 Initial Range and Step Placement.** Employees promoting into this bargaining agreement shall be placed in a pay range that is consistent with their duties, responsibilities and job content. In no instance will an employee be placed in a pay step providing less than a five percent (5%) increase in base salary. The Sheriff may recommend placing an employee in a higher pay step, at his discretion, subject to the approval of the County Executive.

**5.4 Date of Step Advancement.** Advancement to the next step will occur in accordance with the time indicated on the salary matrix. Step movement will occur on the first day of the month of hire in which the anniversary date falls.

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

## **ARTICLE 6 – HOURS OF WORK AND OVERTIME**

**6.1 Workweek.** The Sheriff will determine the work week assignments based on the Sheriff's assessment of availability of personnel and service requirements. Recognizing that flexibility is required in the scheduling of assignments for Lieutenants and Chief and that these positions are exempt from overtime under the FLSA, the normal work week shall be the equivalent of forty (40) hours per week. Scheduling changes may be made by the Sheriff when there is an operational need requiring a different schedule than that assigned to the employee. Employees are expected to work up to whatever number of hours are necessary to complete the work established by the Sheriff, however Employees may be allowed to flex their schedules as they have historically done, consistent with the operational requirements of the Sheriff's Office.

**6.2 After Hours Assigned Jail Emergency Contact.** Each Lieutenant or Chief who serves as the primary after hours contact for jail emergencies shall receive one (1) hour of compensatory time per week of such service. This compensatory time shall not have cash out value but can only be used as time off. Unused compensatory time earned before December 31 shall be carried forward and must be used in the following year.

**6.3 Emergency Response.** Employees authorized in advance and required to respond in person to extraordinary emergencies, working anytime between the hours of

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

## **ARTICLE 7 – EMPLOYMENT PRACTICES**

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

**7.2 Recruitment and Selection.** Recruitment and selection shall be conducted in accordance with Whatcom County Civil Service Rules and Regulations. The Sheriff reserves the right to appoint the unclassified position of Chief of Corrections.

### **7.3 Personnel Files**

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

**7.3.2 Advance Notice of Public Disclosure Request.** The Employer will notify an employee upon receipt of any request by a third party (someone not working for the County) for disciplinary or other confidential information in the employee's personnel file. If practical, the Employer will provide at least forty-eight (48) hours' notice before releasing any such information. The Employer will allow the employee and the FOP the opportunity to legally object to unwarranted disclosures.

**7.3.3 Right of Review.** Each employee's personnel file will be open for review by the employee at reasonable times and with reasonable notice, provided that an employee shall not have the right to review pre-employment psychological evaluations or supervisor's notes prepared for the purpose of employee evaluations. The employee may review fit for duty psychological evaluations but the County shall not be required to release



fit for duty psychological evaluations to the FOP without a written release from the employee.

**7.3.4 Disciplinary and Performance Records.** The Employee shall receive a copy of discipline related documents or evaluations that will be placed into the personnel file. Employees shall have the right to provide a written response to any written evaluation or disciplinary actions to be included in the personnel file, which will be retained with the action in the personnel file.

**7.3.5 Permanent Records.** Records of disciplinary action resulting in demotion, re-assignment, or loss of time or pay, shall be retained permanently by the Sheriff's Office.

**7.3.6 Non-Permanent Records.** All non-permanent disciplinary records not resulting in demotion, reassignment or loss of time or pay may be retained in an employee's personnel file for up to five (5) years. Non-permanent records include documents such as performance improvement plans, verbal counseling, and written warning. After five (5) years, provided no other discipline has occurred, the employee may request that the non-permanent disciplinary record be removed from the file, and such requests will not be unreasonably denied. The parties recognize that while the County may retain such records in other files, any records that have been removed from the personnel file pursuant to this section may not be used as a basis for progressive discipline in a subsequent discipline or discharge case. Upon leaving employment with the County in good standing, the County will remove any other non-permanent disciplinary records from the employee's personnel file upon request, regardless of when they were received.

**7.4 Fitness for Duty and Medical Examinations.** The Employer has the right to require medical examinations (physical and psychological) of all employees covered by this Agreement, provided the examination is job related and consistent with business necessity and state and federal law. The Employer has the right to require certification from the employee's physician that an employee is physically and mentally able to return to work following a period of medical leave.

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

The Employer will comply with the Americans with Disabilities Act in all such examinations. All medical records maintained by the Employer will be maintained in

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

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

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

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

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

**Section 4. Investigative Interviews.** It is understood that this Article applies to employees who are the subject of an investigation which could reasonably be expected to lead to the employee's suspension, demotion or termination. Nothing in this Article shall be construed so as to prevent the interviewing by supervisory personnel of their subordinates as necessary for the conduct of Sheriff's Official business, or the routine investigation of complaints. The FOP also recognizes the need of the County to clarify citizen inquiries or complaints in a timely fashion. Further, this Article shall not be construed so as to prevent the County from interviewing other employees, not directly the subject of the investigation, without prior notice or FOP representation present.

**Section 5. Time of Interview.** The interview of an employee shall be at a reasonable hour, unless the exigency of the interview dictates otherwise. At the cost of the requesting party, the employee or the County may request that an investigative interview be recorded. There can be no "off-the-record" questions. Upon request, the employee under investigation shall be provided an exact copy of any written statement

the employee has signed or, at the employee's expense, a verbatim transcript of the interview.

**Section 6. Employee Rights.** The employee will be required to answer any questions involving administrative (as opposed to criminal) matters under investigation. Prior to any questioning, the employee will be notified in writing of their rights pursuant to the Sheriff's Office "Administrative Investigation Warning".

**Section 7. Length of Interview.** Absent unusual circumstances, interviewing of the employee shall be completed within a reasonable time. The employee shall be entitled to such brief necessary intermissions as the employee shall reasonably request. The employee shall not be subjected to any profane language. The County will not initiate an offer of promises or rewards as an inducement to answer questions.

**Section 8. Administrative Leave.** Nothing in this Article shall be construed to prevent the Sheriff or other supervisory officers from immediately relieving any subordinate officer from duty, pending disciplinary action. Such relieving of duty shall not be a loss of pay or benefits during pendency of disciplinary action.

**Section 9. Polygraph.** No employee shall be required to take a polygraph test. This provision does not apply to applicants for employment.

**Section 10. Determination of Discipline.** Within a reasonable period after the conclusion of the investigation, and no later than forty-eight (48) hours prior to a pre-disciplinary hearing, the employee shall be advised of the results of the investigation and the recommended disposition (which may be a range of possible dispositions). In cases where discipline is contemplated, the employee shall be provided a copy of the investigatory file (excluding information from and the identity of confidential informants, and other witnesses requesting confidentiality, upon which the Sheriff's Office does not intend to rely).

**Section 11. Disciplinary Action.** Any disciplinary action will be taken within 20 days of the date the Sheriff determines the investigation is complete. The County may request that the FOP extend this twenty (20) day period, and such requests will not be unreasonably denied.

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

## **ARTICLE 8 – SENIORITY AND LAYOFF**

### **8.1 Definitions**

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

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

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

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

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

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

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

**8.7 Leave Benefits during Reinstatement from Layoff.** All bargaining unit members who are laid off during a reduction-in-force who are reinstated to the Lieutenant classification are eligible for reinstatement of benefits and application of time as outlined below. The following provisions only apply when the reason for placement on the Reinstatement Register was the result of a layoff.

**8.7.1 Sick Leave Banks.** Sick leave banks will be restored to the balance accrued and unused at the time the employee separated from County employment up to the maximum balance applicable per the Collective Bargaining Agreement or County Policy and minus any donations by the employee.

**8.7.2 Vacation and Sick Leave Accrual.** Vacation and sick leave accrual rates will be restored to the level appropriate to the employee's years of service at the time when the employee was separated from County employment. The accrual rates will

be according to the Collective Bargaining Agreement or County policy in effect at the time of the reinstatement.

**8.7.3 Years of Service.** Time away from the County will not count toward the employee's years of service or seniority, excluding training.

**8.7.4 New Period of Employment.** Should the employee return to County employment under any circumstances other than recall from a Reinstatement Register or returns to employment in a classification other than the classification from which laid off, the employee will be considered a new employee for matters of administering leave benefits.

**8.7.5 Expiration of Reinstatement Register.** Once the employee's eligibility for the Reinstatement Register (per Civil Service Rules) has expired the employee will be treated as a new employee for matters of administering leave benefits.

## **ARTICLE 9 – WAGES**

### **9.1 Wages.**

Effective the first full pay period in 2022, each wage step in Range 720 on Addendum A - Salary Matrix shall increase by 3.0%. Steps 1-3 shall be eliminated. Longevity steps 9 and 10 shall be eliminated. A new top wage step 9 shall be added. Incumbents shall remain in their current step on the new range with no change to their next step dates.

Effective the first full pay period in 2022, Range 740 on the salary matrix will be modified as outlined in Addendum A - Salary Matrix to achieve base wage parity with the other Whatcom County Sheriff's Office Chief positions. The incumbent will move to Step 8 on the new range with a new step date of January 1, 2023.

Time between steps shall be one year for all steps on both ranges.

Effective the first full pay period in 2022, each employee currently employed shall receive a one-time lump sum of two thousand dollars (\$2,000).

Effective the first full pay period in 2023, each wage step in all ranges of the Addendum A Salary Matrix shall increase by 3.0%.

Effective the first full pay period in 2024, each wage step in all ranges of the Addendum A salary matrix shall increase by 3.0%.

## **ARTICLE 10 – LONGEVITY PARITY**

**10.1 Modifications to Article 17 - Longevity in the Corrections Deputies and Sergeants collective bargaining agreement which create longevity as a separate compensation item shall apply equally to this Agreement.**

## ARTICLE 11– HOLIDAYS

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

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

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

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

## ARTICLE 12 – VACATION

**12.1 Vacation.** Employees shall be entitled to vacation accrual benefits if benefits eligibility criteria are met (section 15.1). Accruals for 1.0 FTE will be in accordance with the following schedule with the first employment year being the year hired and subsequent employment years being the first of the year. Prior regular County employment may be considered when determining employment year.

During 1st through 4th employment year	accrue 10.00 hours per month
During 5th through 9th employment year	accrue 13.34 hours per month
During 10th and subsequent years	accrue 16.67 hours per month

Vacation leave may be requested as accrued and approved and may be used in increments of less than one scheduled workday. No more than two hundred and forty (240) vacation hours may be carried forward from one year to the next; otherwise unused vacation in excess of two hundred and forty (240) hours at the end of the business day on December 31 shall be forfeited. If funds exist in the Sheriff’s Office current budget, by mutual written agreement between the employee and the Sheriff or designee, up to 40 hours of vacation anticipated to be above the 240 hours carryover maximum can be cashed out each calendar year. Requests for cash out must be submitted by November 30. Upon separation, accrued vacation hours will be cashed out at 100%.

## ARTICLE 13 – SICK LEAVE

**13.1 Sick Leave Accrual.** For the purpose of sick leave benefits, sick leave shall accrue to each 1.0 FTE employee from their date of hire in the amount of eight (8) hours for each month of employment, if benefits eligibility criteria are met (section 15.1).

**13.2 Sick Leave Maximum Accrual.** Employees may accrue a maximum of one thousand, four hundred and forty (1,440) hours of sick leave. No more than nine hundred and sixty hours (960) hours shall be used as a base for calculating sick leave cash out. (section 13.7)

**13.3 Sick Leave Usage.** Eligible employees may request sick leave as accrued and may use it in increments of less than one scheduled workday for employee's illness (mental or physical), injury, or health condition, and for preventive care.

**13.4 Notification.** For unexpected absences, the employee will notify their supervisor of their inability to work prior to the beginning of the work day, if practicable. If an absence is foreseeable, the employee will provide ten (10) days' notice.

**13.5 Sick Leave Verification.** Following more than three consecutive days of absence, Employer may request Employee to provide verification that the leave was for an eligible reason.

**13.6 Sick Leave for Family Care.** Employee may use sick leave to care for an immediate family member's illness (mental or physical), injury or health condition, and for preventive care.

**13.7 Sick Leave Cash Out.** Employees with three (3) or more years of current, continuous employment with the County shall be entitled to sick leave cash out upon voluntary separation, layoff or death in the amount of twenty-five (25%) percent of accrued hours up to a maximum of 960 hours. Employees must give at least two (2) weeks' notice prior to separation to be eligible for sick leave cash out.

**13.8 Leave Sharing Program.** [Administrative Leave Sharing Policy AD 139500Z](#) allows leave donations in any amount.

**13.9 Excess Sick Leave Contributions.** Employees who have at least 960 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) will receive a contribution into their 457 deferred compensation plan based upon a portion of the hours accrued but not used during the year. Sick leave hours accrued to a maximum of forty-eight (48) hours, minus hours used, multiplied by 25%, multiplied by the hourly rate at year-end, equals the 457 contribution. Employees eligible for a contribution must be enrolled in a 457 deferred compensation plan prior to February 1 of the following year (or at termination, if earlier) to receive the contribution, or the 457 contribution will be forfeited.

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

## ARTICLE 14 – LEAVES OF ABSENCE

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

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

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

**14.4 Family Leave.** The County agrees to provide unpaid leave to any eligible employee covered by this Agreement, consistent with state and federal law. Employees are not required to use accrued vacation time or sick leave before commencing unpaid family leave. If leave pursuant to FMLA stipulations would also qualify as leave under any other County benefit, policy or type of leave, the period of the FMLA leave will run concurrently as permitted by law and will apply toward an employee's entitlement for each type of leave that may be applicable.

**14.4.1 Physician Certifications.** The County may require physician certifications in accordance with state and federal guidelines.

**14.5 Maternity Leave.** Accrued sick leave, vacation or other accrued paid leave may be utilized for maternity/disability leave. If leave pursuant to this provision would also qualify as leave under any federal or state laws, the period of leave will apply toward the employee's entitlement to leave under any applicable laws consistent with section 14.4. Unless the birth mother chooses to invoke FMLA, a birth mother's period of temporary pregnancy-related disability shall not be deducted from the FMLA leave entitlement.

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

**14.7 Leave for Illness or Injury.** Employees may request in writing, with appropriate health care provider verification, leave for major illness or injury utilizing Family/Medical Leave, accrued leaves, and unpaid leaves, as appropriate and as approved. Total time for the leave, which will include all time away from work, may be



extended up to a maximum of twelve (12) months with the mutual consent of the Sheriff's Office and the County Executive or designee. An employee who returns to work will be credited for length of return time to job of injury, if work related, within the twelve (12) month limit if the employee must go back on disability for the same illness/injury. Periodic health care progress reports may be required.

**14.8 Domestic Violence Leave.** The County provides reasonable leave to employees who are victims of, or who are family members of victims of domestic violence, sexual assault, or stalking, consistent with the requirements of the Washington Domestic Leave Law. Employees may choose to use accrued sick leave or other paid time off, compensatory time, or unpaid leave time.

**14.9 Washington State Paid Family and Medical Leave.** The County participates in the Washington State Paid Family and Medical Leave insurance program. Employees shall coordinate leave under this program with Human Resources.

## **ARTICLE 15 – HEALTH AND WELFARE**

**15.1 Benefits Eligibility.** Employees must be compensated at least eighty (80) hours per calendar month to be eligible for certain benefits (including, but not limited to, sick leave, holiday, vacation, and health and welfare). Compensation is defined as payment of wages for work performed, vacation, accrued sick leave, other paid leave, or income for industrial injury not to exceed twelve (12) months. Lump sum cash out of accruals upon termination of employment is not considered compensable hours for any purpose of eligibility or contribution. Compensation earned in one (1) month provides benefit coverage in the following month unless stipulated otherwise in plan documents. The County agrees to make contribution into the Benefit Trust Funds, in order to provide the benefits outlined in the following sections of this Article on behalf of all eligible employees covered by this Agreement. Eligibility and contributions for employees newly employed with the County begins on the first of the month following eighty (80) compensated hours in one (1) calendar month of employment. The County obligation shall not exceed an initial two (2) months of contribution to establish coverage under the Washington Teamsters Welfare Trust. Benefits shall include the employee, spouse, and dependent children in accordance with the Washington Teamsters Welfare Trust and other Plans.

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

- A. Medical – Washington Teamsters Welfare Trust Plan “B”.
- B. Dental - Washington Teamsters Welfare Trust Dental Plan “A”.
- C. Vision – Washington Teamsters Welfare Trust Extended Benefit Plan
- D. Life Insurance – employee only coverage in the face amount of \$50,000
- E. Waiver of Contributions – Washington Teamsters Welfare Trust Employee 9-month Disability Waiver of Contributions Extension
- F. Plan D Time Loss – Washington Teamsters Welfare Trust \$100 per week

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

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

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

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

### **15.3 Other Benefits**

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

**15.3.2 Retirement Plans** The County provides payment to retirement plans through the Washington State Department of Retirement Systems (DRS), which also requires contributions from eligible employees.

**15.3.3 Deferred Compensation.** The County provides the opportunity for voluntary employee participation in deferred compensation (457 plans) and 401(a) programs. The County matches these contributions fifty cents on the dollar, up to a maximum of 2% of base salary, with County contributions placed in a 401(a) Plan. New employees may, within thirty (30) days of hire, elect to contribute directly to the 401(a) Plan.

**15.3.4 Employee Assistance Program.** The County provides confidential counseling assessment services through an Employee Assistance Program for employees and their immediate families.

**15.3.5 Disability Plan.** The County will pay the full premium cost for disability benefits provided by the FOP for each employee enrolled in the "Enhanced Plan."

**15.3.6 Retirement Health Savings Plan.** The County provides a tax-free Retirement Health Savings Plan (RHS) to use for qualified medical expenses, in accordance with IRS regulations. The County will administer the RHS plan consistent with the County's RHS plan documents.

**15.3.6.1 Contribution to Retirement Health Savings Plan**

Employees have elected a voluntary reduction of 3% of their base salary to be withheld and placed by the County into employee's Retirement Health Savings Account.

**15.3.6.2 Mandatory Contributions.**

When an employee separates from employment, sick leave cash out per section 13.7 and vacation cash out per section 12.1 will be mandatorily contributed to his or her Retirement Health Savings account.

**ARTICLE 16 – GRIEVANCES**

**16.1 Grievance Defined.** A grievance shall be defined as a dispute or disagreement raised by an employee or the FOP against the Department involving the interpretation or application of the specific provisions of this agreement. Any grievance proceeding will be waived if it is not filed with the immediate supervisor within 14 days of the occurrence of the alleged grievance or within 14 days of the date the employee knew or should have known of its occurrence.

**16.2 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.

**16.3 Grievance Procedure Steps.** All grievances shall be processed in the following manner:

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

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

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

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

**Step 5.** The FOP may forward a grievance to binding arbitration within twenty (20) days of the completion of Step 3, or within twenty (20) days of the completion

of Step 4 if the parties elect mediation. The submittal to arbitration shall be made in writing.

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

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

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

## **ARTICLE 17 – NO STRIKE / NO LOCKOUT**

It is understood and agreed that the services performed by County employees included in this Agreement are essential to the public health, safety, and welfare. Therefore, the employees and the FOP agree that there shall be no strikes, slowdowns, or stoppage of work, or any interference with the efficient operation of the Sheriff's Office. Violation of this Article shall subject the employee to disciplinary action or discharge as determined by the Employer. The remedy for violation by the FOP shall be subject to the grievance procedure, in addition to any other legal or equitable remedies available to the Employer. The Employer shall not lockout any employee during the life of this Agreement.

## **ARTICLE 18 – MANAGEMENT RIGHTS AND RESPONSIBILITIES**

**18.1 Management Rights and Responsibilities.** The FOP recognizes that the Employer retains the exclusive rights and responsibilities to operate and manage the business of the County, to direct, control and schedule its operations and workforce and to make any decisions affecting the County. Such prerogatives shall include, but not be limited to, the sole and exclusive rights and responsibilities to: recruit; hire; promote, lay-off, assign, classify, reclassify, evaluate, transfer; discharge and discipline employees for just cause; select and determine the number of its employees, including the number assigned to any particular work; increase or decrease that number; direct and schedule the workforce; determine the location and type of operations; determine and schedule

when additional hours shall be worked; install or move equipment; determine the work duties of employees; promulgate, modify, post and enforce policies, procedures, rules and regulations governing the conduct and acts of employees; select supervisory and managerial employees; train employees; create or eliminate jobs; relieve employees because of lack of work, retirement, or for other legitimate reasons; discontinue or reorganize or combine any department or branch of operations with any consequent reduction or other change in the workforce; or relocate bargaining unit work; introduce new and improved methods of operation or facilities, regardless of whether or not such may cause a reduction in the workforce; establish work performance levels and standards of performance for the employees; and in all respects carry out, in addition, the ordinary and customary functions of management, except as specifically expressed in the terms of this Agreement.

**18.2 Work Assignments.** It is recognized that in order to efficiently and effectively provide police services, it is necessary to assign and reassign work. Work assignments are determined by, and may be changed at, the discretion of the Sheriff. The FOP recognizes the right of the Employer to assign additional work duties to the bargaining unit, and/or to re-assign work from the bargaining unit to others in the Sheriff's Office.

## **ARTICLE 19 – GENERAL PROVISIONS**

**19.1 Electronic Funds Transfer.** All newly hired regular employees shall authorize paycheck deposit by electronic funds transfer (EFT) within thirty (30) days of employment. Employees may temporarily stop EFT in emergency situations with at least seven (7) days' notice before a scheduled payday, but must restart EFT within three months.

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

**19.2. Annual Clothing and Equipment Allowance.** Employees will be paid a clothing and equipment allowance in the amount of nine hundred forty-five dollars (\$945) each calendar year on the first pay period of February. This allowance shall be included in the calculation of monthly wages and considered taxable ordinary income.

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

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

**19.3 Ability to Cross Border.** Employees must maintain the ability to cross the Canadian border if they are assigned to a position which may at any time require crossing

the Canadian Border. The consequence for employees who become ineligible to cross the border will be determined on a case-by-case basis.

**ARTICLE 20 – SAVINGS CLAUSE**

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

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

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

**ARTICLE 21 – CONTRACT DURATION AND ENTIRE AGREEMENT**

Except as otherwise stated herein, this agreement shall be in full force and effect from January 1, 2022 to and including December 31, 2024. At least sixty (60) days prior to the first day of January 2025 either party shall file written notice with the other of its desire to amend, modify, or terminate this Agreement.

This Agreement contains the entire understanding and agreement between the parties. Changes to this Agreement, whether by addition, deletion, amendment or modification, must be reduced to writing and executed by both the County and the FOP.

THIS AGREEMENT IS EXECUTED this 11th day of January 2022 by the duly authorized representatives of the parties hereto.

**FRATERNAL ORDER OF POLICE  
Matt Herzog Memorial Lodge #24**

DocuSigned by:  
By: Wendy Jones  
Chief Wendy Jones

**WHATCOM COUNTY, WASHINGTON**

By: Satpal Sidhu  
Satpal Sidhu, Whatcom Co. Executive

APPROVED AS TO FORM:

DocuSigned by:  
George Roche  
Civil Deputy Prosecuting Attorney

DATE COUNCIL APPROVED:

1/25/2022

**ADDENDUM A – SALARY MATRIX**  
 Fraternal Order of Police  
 Corrections Senior Management

Effective January 2022 (3%)

Position	Range	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9
Lieutenant	720				8,397	8,715	9,065	9,449	9,854	10,268
Chief	740						10,653	11,058	11,477	11,902

Effective January 2023 (3%)

Position	Range	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9
Lieutenant	720				8,649	8,977	9,337	9,733	10,150	10,576
Chief	740						10,973	11,389	11,821	12,259

Effective January 2024 (3%)

Position	Range	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9
Lieutenant	720				8,909	9,246	9,617	10,025	10,455	10,894
Chief	740						11,302	11,731	12,176	12,627



**MEMO TO:** County Council Members

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

**FROM:** Donnie LaPlante, Human Resources Associate Manager

**DATE:** January 12, 2023

**SUBJECT:** Fraternal Order of Police (FOP) Collective Bargaining Agreement – Sheriff Management 2022-2024

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The County and the Union have successfully bargained a successor three-year agreement. This collective bargaining agreement represents the Sheriff's Corrections Senior Management group of one Chief and two Lieutenant positions.

Highlights are summarized below:

#### **Wages**

- 3% across the board increase each year (2022, 2023, 2024)
- \$2,000 one-time lump sum
- Modification of salary schedule: elimination of steps 1,2,3 and 36-month steps 8,9,10, and addition of new top step on ranges 720 (Lt.) and 740 (Chief), and range 740 aligned to achieve base wage parity with other Sheriff's Office Chief positions.
- Increase in uniform allowance to match Corrections Deputies

#### **Holiday**

- Addition of Juneteenth to the Holiday Pay schedule

#### **Health and Welfare Benefits**

- Incorporated changes to benefits agreed to previously by Letter of Understanding in 2020.
- Increase in County contribution to medical (1.7% 2022, 5% 2023, 5% 2024)

#### **Vacation**

- Modified cash out to up to 40 hours over cap at 100%

Should you have any questions, I am available by email at [dlaplant@co.whatcom.wa.us](mailto:dlaplant@co.whatcom.wa.us) or at extension 5306.