JEFFERSON COUNTY BOARD OF COUNTY COMMISSIONERS AGENDA REQUEST

TO:

Board of County Commissioners

FROM:

Josh D. Peters, County Administrator

Sarah Melancon, Human Resources Director

DATE:

November 3, 2025

SUBJECT:

AGREEMENT, Memorandum of Agreement (MOA) 25-01 to the Agreement By and Between Jefferson County and Fraternal Order of Police/Jefferson County Sheriff's Office Uniformed Support Services (FOP/JCSOUSS) Aug 1, 2024 through Dec 31, 2027 RE: Medical Benefit Administrative Procedures

STATEMENT OF ISSUE:

During the course of Collective Bargaining Agreement (CBA) administration in February, 2025, the Union advised the County of a change the Association/Union had made in the Medical Plan as provided to employees in Article 22 of the CBA. Under Article 22.4 the Association is fully responsible for administering all aspects of benefits selected by the Association. However, the Association has requested the County Auditor and County Administrator assist in the routine administration of the Medical Plan.

ANALYSIS:

In the CBA between Jefferson County and FOP/JCSOUSS the Association is entirely responsible for choosing and performing administrative duties to support the medical plan that covers the medical, dental and vision benefit for Correction's Staff. The Association has required assistance in the administrative procedures. This MOA 25-01 formalizes the action taking place, so that the County may continue to assist with an administrative process that ensures continued benefit coverage for and communication with bargaining unit employees about their medical benefit.

FISCAL IMPACT:

This action has no fiscal impact.

RECOMMENDATION:

Approve and sign the MOA 25-01 between Jefferson County and FOP/JCSOUSS for administrative procedures of the medical benefit for Corrections Officers.

10/15/25

REVIEWED BY:

Josh D. Peters, County Administrator

Page 1 of 1

Clear Form

CONTRACT REVIEW FORM (INSTRUCTIONS ARE ON THE NEXT PAGE)

CONTRACT WITH: Fraternal Order of Police (FOP)/JCSOUSS	Contract No: FOP MOA 2025-1
Contract For: MOA 2025-101, FOP/JCSOUSS: Benefit Procedure	Term: Aug 1, 2024 - Dec 31, 2027
COUNTY DEPARTMENT: Human Resources	
Contact Person: Sarah Melancon	
Contact Phone: 360-385-9133	
Contact email: semelancon@co.jefferson.wa.us	
AMOUNT: III/a	PROCESS: Exempt from Bid Process
Revenue: n/a	Cooperative Purchase
Expenditure: n/a	Competitive Sealed Bid
Matching Funds Required: n/a	Small Works Roster
Sources(s) of Matching Funds n/a	Vendor List Bid
Fund #	RFP or RFQ
Munis Org/Obj	√ Other: CBA
APPROVAL STEPS:	
STEP 1: DEPARTMENT CERTIFIES COMPLIANCE WITH J	CC <u>3.55.080</u> AND CHAPTER <u>42.23</u> RCW.
CERTIFIED: N/A: Signature	10/6/2025 Date
STEP 2: DEPARTMENT CERTIFIES THE PERSON PROCOUNTY (CONTRACTOR) HAS NOT BEEN DEBARRED AGENCY.	OPOSED FOR CONTRACTING WITH THE D BY ANY FEDERAL, STATE, OR LOCAL
CERTIFIED: N/A: \(\text{\text{\text{\text{\text{\text{CERTIFIED:}}}}}	10/1/20 5
Signature	Date
STEP 3: RISK MANAGEMENT REVIEW (will be added electro	onically through Laserfiche):
Electronically approved by Risk Management	on 10/14/2025
and a provide a	
STEP 4: PROSECUTING ATTORNEY REVIEW (will be added	electronically through Laserfiche):
Electronically approved as to form by PAO on 10/14/2	2025.
MOU pre-reviewed by PAO. CBA also attached.	
<u>STEP 5</u> : DEPARTMENT MAKES REVISIONS & RES PROSECUTING ATTORNEY(IF REQUIRED).	UBMITS TO RISK MANAGEMENT AND
STEP 6: CONTRACTOR SIGNS	

STEP 7: SUBMIT TO BOCC FOR APPROVAL

MEMORANDUM OF AGREEMENT 2025-1 BY AND BETWEEN JEFFERSON COUNTY, WA (Employer) AND

FOP/JCSOUSS EMPLOYEE ASSOCIATION (Association/Union)

- A. The Employer and Association/Union are Parties to a Collective Bargaining Agreement (CBA) which will expire on December 31, 2027; and;
- B. During the course of CBA administration in February 2025 the Association/Union advised the County of a change the Association/Union had made in Medical Plan as provided to employees in Article 22 of the CBA; and;
- C. Pursuant to Article 22.4, the Parties have conferred and agreed to the following Administrative Procedures regarding Article 22 and Article 23 of the CBA in light of the Association/Union selecting a new program through LEOFF Benefits Trust with offices in Spokane, WA.

NOW THEREFORE IT IS AGREED:

- 1. As provided in Article 23.1 of the CBA, effective as of August 1, 2024:
 - a. The County shall make a monthly contribution of \$ 1,407.33 for each Bargaining Unit employee who is compensated for 80 hours or more in the preceding month.
 - b. The PARTICIPATING employees shall make a contribution of \$ 248.35 per month through wage reduction payroll deduction. The deduction may increase or decrease depending upon the composition of bargaining unit employees and families as well as the plans chosen by the Association.
 - c. For the purchase of Bargaining Unit medical benefits known as LEOFF Benefit Trust (the Trust) Plan FX which includes Medical, Prescription and Vision (the Plan).
 - d. Eligible employees shall be <u>Participants</u> in the Trust. An "eligible employee" (or <u>Participant</u>) is an employee who is currently in "employed" status, who is compensated for more than 80 hours in the preceding month, who has completed all Trust forms and who has signed the Payroll Deduction Authorization form (Attachment A).
 - e. Employees who do not sign a payroll deduction form (who "opt-out") are not eligible employees and shall not participate in any Trust benefits and shall not have any pay withheld from their earnings.

- Per Article 22.4, the Association is fully responsible for administering all aspects of the benefits selected by the Association, however the Association has requested the County Auditor and County Administrator assist in the normal administration as follows:
 - a. It is Agreed the Auditor or designee shall:
 - i. Receive a copy of all correspondence from the Trust.
 - ii. Create a separate fund (the Fund) to account for all County contributions and employee contributions as provided in Articles 1.a., 1.b. and 2.a.iii. where the Fund has only the purpose of paying for Trust benefits provided by the Plan. Title to the Fund shall be in the name of the Association/Union as a function of the CBA binding on the Parties under RCW 41.56 et. seq.
 - iii. After giving 30 days' notice make appropriate additional deductions from the wages of Participating Bargaining Unit members when deductions are required to fund the Plan in amounts that exceed the total of County plus employee contributions provided at 1.a. plus 1.b.
 - The Auditor may, to assure there is no gifting of public funds, make a reasonable assumption of, and deduct in advance, future deduction amounts sufficient to assure the County is never funding the Plan with more money than the County's obligation to contribute in Article 1.a times the number of all employees compensated 80 hours or more in the prior month.
 - 2. The Association/Union may revise the Plan at any time to reduce the Plan cost.
 - iv. Ensure employees sign a payroll deduction authorization for the deduction of any employee required premium contribution. Any employee not agreeing to the payroll deduction shall not be a participant in the plan and shall not be enrolled in the Trust.
 - v. From the Fund pay all monthly Trust Premiums to provide benefits to eligible employees.
 - vi. Provide to all employees such enrollment forms as the Trust shall provide to the Association/Union for enrollment of employees.
 - vii. Make new employees aware of their obligations regarding Trust benefits as well as provide the Association/Union and related Trust information to new employees and other Bargaining Unit employees on request.
 - viii. Be available to the Association/Union Officers to assist in managing plan documents and information provided by the Trust.

- b. It is Agreed the County Administrator or designee shall:
 - i. Receive a copy of all correspondence from the Trust.
 - ii. Ensure employees sign a payroll deduction authorization for the deduction of any employee required premium contribution. Any employee not agreeing to the payroll deduction shall not be a participant in the plan and shall not be enrolled in the Trust.
 - iii. Provide to all employees such enrollment forms as the Trust shall provide to the Association/Union for enrollment of employees.
 - iv. Make new employees aware of their obligations regarding Trust benefits as well as provide the Association/Union and related Trust information to new employees and other Bargaining Unit employees on request.
- 3. Indemnification. In consideration for the services provided to the Association at no cost the Association shall defend, indemnify and hold the Employer, its officers, officials, employees, agents and volunteers (and their marital communities) harmless from any claims, injuries, damages, losses or suits, including attorney's fees, arising out of or resulting from the negligent acts, errors or omissions of the Employer in performance of this MOA 25-01, except for injuries and damages caused by the gross negligence of the Employer. Should a court of competent jurisdiction determine this MOA 25-01 is subject to RCW 4.24.115 if liability for damages occurs arising out of bodily injury to persons or damages to property caused by or resulting from the concurrent negligence of the Employer and the Association, its officers, officials, employees, agents and volunteers (and their marital communities) the Association's liability, including the duty and cost to defend, shall be only for the Association's negligence. It is further specifically understood that the indemnification provided constitutes the Association's waiver of immunity under Industrial Insurance, Title 51 RCW, solely for the purposes of this indemnification. This waiver has been mutually negotiated by the parties. This Article shall survive the expiration or termination of this MOA 25-01.
- 4. Disputes. The parties agree to use their best efforts to prevent and resolve disputes before they escalate into claims or legal actions. Any disputed issue not resolved pursuant to the terms of this MOA shall be a dispute to be resolved using the CBA disputes resolution process in Article 12 of the CBA from notice of a dispute through binding arbitration.
- 5. This MOA 25-01 is effective as of the date last signed below.
- 6. It is understood and agreed to by the parties hereto that if any part or provision of this MOA 25-01, or its application to any person or circumstances, is held illegal or invalid, the remaining parts or provisions, or application of the parts or provisions of this MOA 25-01 to other persons or circumstances, shall not be affected, and the rights and obligations of the parties shall be construed as if this MOA 25-01 did not contain the illegal or invalid part. Because the terms and conditions of the 2024-2027 CBA are separate from and independent of the terms of this MOA 25-01, the invalidity of all or a portion of this MOA 25-01 shall have no effect on the validity of the 2024-2027 CBA.

- 7. This MOA 25-01 shall remain in effect until terminated. This MOA 25-01 shall continue in effect until terminated following mutual discussion and agreement, or 2024-2027 CBA terminated in accordance with Article 26.
- 8. The Parties to this MOA 25-01 may amend this MOA 25-01 as deemed necessary provided, however, that no amendment to this MOA 25-01 shall be valid unless in writing and signed by the duly authorized representatives of the parties.
- 9. The signers to this MOA 25-01 warrant that they have the power and authority and are duly authorized to enter into this MOA 25-01 on behalf of the entity for whom they execute this MOA 25-01 in a representative capacity.

APPROVED	AND ADOPTED this	day of	, 2025.

(SIGNATURES FOLLOW ON THE NEXT PAGE)

Jefferson County Commissioners	
JEFFERSON COUNTY WASHINGTON	JCSOUSS EMPLOYEE ASSOCIATION
Heidi Eisenhour, Chair	Ashley Moore, Association President
	JCSOUSS Employee Association
	Date: 1 25
Heather Dudley-Nollette	leary Luce
	Doug Luse, Labor Specialist, FOP
Greg Brotherton	Date: 19/1/2025
	,
Date	
A TITE OT.	
ATTEST:	
Clerk of the Board	
Carolyn Gallaway, CMC	
Carolyli Gallaway, Civic	
Approved as to Form:	
1 //	
1) lelf for	
Philip C. Hunsucker Chief Civil Deputy Prosecuting Attorney	
Date: 10/14/2025	

PAYROLL DEDUCTION AUTHORIZATION

Employee Health Benefits Contribution

Employee Information	
Name:	
Employee ID:	
Department: JCSO - CORRECTIONS	
Email:	
Phone:	
Authorization	
	thorize The Jefferson County Auditor to deduct a over my share of the cost for the employer-provided adde pre-tax when possible.
Deduction Details	
	County under the JCSOUSS Labor Agreement pay period or such amounts determined by the Auditor USS Labor Agreement.
• Frequency of Deduction: ☐ Mont	hly
County Auditor and HR in writing of any acknowledge that changes in health benefit	ry and will continue until I notify the Jefferson y changes or termination of this authorization. I also t costs may impact the deduction amount and that I d I not authorize payroll withholding I will not receive Labor Agreement
Employee Signature:	Date:
Employer Representative	
Signature:	
Title:	

AGREEMENT

by and between

JEFFERSON COUNTY

JCSOUSS Employee Association
Covering

JEFFERSON COUNTY SHERIFF'S OFFICE UNIFORMED SUPPORT SERVICES

For the period from Date of Adoption through December 2027





August 7, 2024

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AGREEMENT by and between JEFFERSON COUNTY SHERIFF'S OFFICE UNIFORMED SUPPORT SERVICES and JCSOUSS ASSOCIATION

Date of Adoption through December 31, 2027

This document constitutes an agreement between the Sheriff's Office of JEFFERSON COUNTY, a political subdivision of the State of Washington (Employer or County) and Jefferson County Sheriff's Office Uniformed Support Services, Port Townsend, Washington (JCSOUSS or Association) as represented by the Fraternal Order of Police (FOP).

ARTICLE 1. RECOGNITION

1.1. The Employer recognizes the Association as represented by the Fraternal Order of Police (FOP), the exclusive designated representative for all bargaining unit Employees that are regular, full time Uniformed Support Service employees in the Sheriff's Office for the purpose of collective bargaining with respect to wages, hours and other conditions of employment. Part time and Provisional employees and Clerk Hire in Animal Services shall not be Bargaining Unit members and shall not be covered by this Agreement for any purpose.

ARTICLE 2. ASSOCIATION SECURITY

- 2.1. Association Membership No employee in the bargaining unit shall be required to become a member of the Association as a condition of employment. It is recognized that the Association is required both under law and under this Agreement to represent all of the employees in the bargaining unit fairly and equally without regard to whether or not the employee is a member of the Association.
- 2.2. Payroll Deduction The Employer shall make deductions for Association dues in the amount certified by the Association Secretary from the wages of each employee in the bargaining unit who executes a properly written authorization, and such deductions, plus an additional County payment of a \$100.00 administrative fee, shall be remitted each month to the Association. See Appendix D.
- 2.3. 2.3 An employee may cancel their payroll deduction of dues and/or service fees by written notice to the Employer and the Association on the appropriate Association cancellation forms. The cancellation will become effective on the second payroll after receipt of the notice.
- 2.4. The Association shall indemnify, defend and hold the Employer harmless against any claims made and against any suit instituted against the Employer on account of any check-off of dues for the Association and/or any action taken by the Employer related to Section 2.1 above. The Association shall refund to the Employer any amounts paid in error on account of the check-off provision upon presentation of proper evidence thereof. If a dispute arises, the mechanism for resolution provided under RCW 41.56 will be followed.

2.5. It is agreed the Sheriff's temporary assignment of Road Deputies to perform Bargaining Unit work in the interest of supplementing Bargaining Unit staff or for the preservation of other JCSO Department employment shall not be a violation of this agreement provided such assignment does not supplant Bargaining Unit employees. Likewise, the temporary assignment of the Bargaining Unit employees to other JCSO duties is not precluded provided there shall be no reduction in any employee's pay by such temporary assignment.

ARTICLE 3. ASSOCIATION MANAGEMENT RELATIONS

- 3.1. All collective bargaining with respect to wages, hours, and working conditions of employment, shall be conducted by authorized representatives of the Association and authorized representatives of the Employer.
- 3.2. Agreements reached between the parties of this agreement shall become effective only when signed by designated representatives of the Association and the Employer. It is understood and agreed that the County possesses the sole right to operate the Sheriff's Office in order to properly carry out the functions of county government and that all management rights rest with the County except as may be specifically restricted by this document.
- 3.3. All conditions of employment provided by County Policy not superseded by this Agreement with its past practices shall apply to unit employees.
- 3.4. The Parties recognize the inherent Rights of Management to manage the affairs of the Employer; however, in the exercise of such Management Rights, the administration of discipline after trial period is satisfactorily completed shall only be for just cause.
 - 3.4.1. Nothing in this Agreement precludes non-unit Supervisors from performing Bargaining Unit work so long as Bargaining Unit members are not supplanted by the work of supervisors.
- 3.5. Wherever the term Sheriff shall appear in this document as the granting authority that term shall include the Sheriff's authorized designee as appropriate to the context of the provision of the Agreement requiring authorization.

ARTICLE 4. NON-DISCRIMINATION

- 4.1. The parties agree that there will be no discrimination against any employee because of their race, sex, age, religion, color or ancestry, in the administration or application of the terms of this agreement. Claimed violations of this sub-Article 4.1 shall not be subject to Article 13, Grievance Procedure, but must be resolved / adjudicated in other appropriate forums.
- 4.2. No employee covered by this agreement shall be discriminated against because of membership in the Association or lack thereof, or activities on behalf of the Association; provided, however, that such activity shall not be conducted during working hours or be allowed in any way to interfere with the Employer's operations.

ARTICLE 5. ASSOCIATION AND EMPLOYEE'S RIGHTS

- 5.1. The Employer and employees mutually agree to treat each other with respect and in a professional manner complying with Jefferson County policies and procedures.
- 5.2. An Employee acting within the limits of the authority established by the Employer, who is injured during the performance of assigned duties, shall report all injuries within that shift to the appointing authority.
- 5.3. Duly authorized representatives of the Association shall be permitted access to the properties of the Employer at reasonable times for the purpose of observing working conditions and transacting Association business; provided, however, that the Association Representative first secures approval from a designated Employer Representative and that no interference with the work of Employees or the proper operation of the Employer shall result.
- 5.4. The Employer agrees to provide bulletin board space for posting of official Association notices which shall be signed by a responsible agent of the Association.
- 5.5. The Association shall be permitted to use Sheriff's Office facilities for regular and special meetings of the Association, provided that such use must be pre-authorized by the Sheriff, and provided that such meetings do not interfere with the business of the Sheriff's Office
- 5.6. ASSOCIATION CHAIR: For the purposes of this Agreement, the Chair of the JCSOUSS Labor Committee shall have responsibilities and privileges, in addition to those addressed in other Articles of this Agreement, as conferred by RCW 41.56 for union officials.
 - 5.6.1. Association Business While On-Duty:
 - 5.6.1.1. The Chair shall be permitted to conduct Association business while on-duty, provided that such business does not interfere with his or her duties or responsibilities as an employee generally, when not actively required to attend to Jail population/work responsibilities.
 - 5.6.1.2. The Chair may, when necessary, use pre-approved on-duty time for the purpose of addressing complaints, aiding JCSOUSS employees who require representation during disciplinary or grievance proceedings, or ascertaining whether the conditions of this Agreement are being complied with by both parties. Such requests when made shall not unduly be denied.
 - 5.6.1.3. The Chair has a right to be present at any and all bargaining and negotiating meetings with the County's representatives. If such a meeting occurs during the Chair's regularly scheduled shift, the Employer will release the Chair to attend the meeting, without any loss of pay provided there are no coverage issues arising from the Chair's absence from duty. Such requests when made shall not unduly be denied.
- 5.7. Two (2) association representatives may be released from duty in the jail if normal coverage permits to participate in bargaining if such bargaining is scheduled during the representatives' regular working hours. If bargaining continues beyond the representatives' work hours compensation shall not be earned.

5.8. Employees have the right to seek the assistance of the FOP and Association according to RCW 41.56. Employer has the right to seek the assistance of its Labor Relations Representative according to RCW 41.56.

ARTICLE 6. PERSONNEL RECORDS

- 6.1. All personnel records in the County's control are confidential to the extent provided by law. The parties hereto recognize that effective management requires the maintenance of records regarding an Employee's career development. These records may accompany an Employee through succeeding administrators. To ensure that the doctrine of fairness is applied with respect to these records, the following procedure will be adhered to:
 - 6.1.1. Whenever any item is entered into or removed from an Employee's personnel file, a copy of same shall be provided to the Employee. Failure to provide a copy to the employee at the time the item becomes part of the employee's record renders such item VOID.
 - 6.1.2. Any item that reflects unfavorably on the employee and will be retained in a personnel record, shall be initialed by the employee. The employee's initials are not an admission of guilt but verification that they have seen it and it is an item that was put in a record. If the employee refuses to initial the document, management shall note such and put the document in the personnel file. Failure to provide the item to the employee for signature renders the item VOID and it shall be removed from the employee's file and destroyed per employee election pursuant to Section 6.2.3.
 - 6.1.3. In the case that an item reflects unfavorable upon an Employee, the Employee shall be allowed an opportunity to respond (up to ninety (90) calendar days) to the content of the item, in writing, and the Employee's response shall be included in the personnel file, and one copy shall be provided to the Local Association. Failure to permit an employee response or to staple the response to the unfavorable item renders the item VOID.
 - 6.1.4. Each Employee shall be allowed access to his/her personnel records for review of its contents at reasonable times and upon reasonable notice. Employees shall be permitted to add explanations, exceptions or comments regarding any item in the record and may staple their insertion to the relevant document so long as no damage is done to the file content.
 - 6.1.5. The Employer through the supervisor, shall take measures to assure that, within the bargaining unit, only legitimate supervisory and administrative personnel and the Employee have access to the employee's personnel record, and that no information verbally or in writing be released from the employee's personnel records unless written permission by the employee has been given, by court order, or through Public Disclosure whereupon the employee shall be notified of the request and the requestor.
 - 6.1.6. All discipline letters and complaints shall remain as part of the personnel file and expire after two (2) years from the date of the letter or action, unless they remain active due to an ongoing progressive disciplinary action. Expired records shall be so noted including the date of expiration. Expired records may not and shall not be used as a condition precedent to any future disciplinary action.

- 6.2. In administering this Article, it is agreed that:
 - 6.2.1. Each employee file maintained by the Sheriff shall include a record of when the employees file was accessed and by whom in the manner established by the Sheriff.
 - 6.2.2. Employees who access their file as provided herein and who identify documents in their file not conforming to this Article 6 shall request the Sheriff remove from their file such documents that are nonconforming.
 - 6.2.3. Any document removed from an employee's personnel file shall be delivered in a sealed envelope to the employee who shall sign a receipt for same, if requested.

ARTICLE 7. SENIORITY AND ABILITY

- 7.1. Seniority according to this agreement shall consist of the continuous service of the Employee with the Sheriff's Office within the Uniformed Support Services Bargaining Unit, regardless of work assignment. The employee's seniority shall not be lost except as provided in this agreement. The seniority list shall be brought up to date each year on January 1 and posted in a conspicuous place by the Association.
 - 7.1.1. Except for bona fide business necessity, seniority shall be the deciding factor for layoffs, overtime requests, mandatory overtime assignments, and vacation bidding.
 - 7.1.2. Seniority for purposes of promotions, which shall be according to Jefferson Civil Service Rules, shall be considered as that time spent in the classification.
- 7.2. Trial Period: All employment within a classification of the Sheriff's Office shall be on a trial basis for the first twelve (12) months of employment. If the employee's performance does not meet the standards established by the Sheriff during the trial period, or if it is otherwise deemed advisable to terminate the employment, the employee may be terminated without recourse to any provision, article or section of this Agreement. This trial period may be extended, one time, up to an additional twelve (12) months by agreement with the employee who shall be notified of the extension at least two (2) weeks before the end of the first 12-month period.
 - 7.2.1. In the event an employee transfers from another classification within the Sheriff's Office and becomes subject to a Section 7.2 trial period, and further should such employee not complete such trial period, said employee may return to their prior position pursuant to Rule 8 and Rule 9 of the current Civil Service rules.
 - 7.2.2. Employees completing their trial period shall be dove-tailed into the seniority list of the new classification.
 - 7.2.3. Employees promoted to a higher classification shall be paid at the step nearest to their current wage rate that will result in an increase. Employees reduced to a lower classification shall be returned to the step they held before their reduction but at the pay grade for the new lower classification.
- 7.3. Seniority shall be lost after twelve (12) months in layoff status.

- 7.4. The Employer shall seek the most capable individuals to fill supervisory positions. Employees will be considered for supervisory positions in conjunction with other applicants in accordance with civil service rules and regulations.
- 7.5. Employees subject to a layoff within a classification who have completed a trial period in another classification, shall be eligible to exercise their seniority accumulated during the occupancy of the prior classification based upon their seniority at the time of transfer into the new classification. Such "right of return" is limited to a layoff that would affect the employee's employment and the "right of return" shall only be to the most recent prior classification.
- 7.6. Lateral Entry. The department head may, within budgetary constraints, waive up to twenty-four months on the wage table (Appendix A) for previously experienced, commissioned personnel. Such waiver shall not act as a reduction in the Trial Period as set out in §7.2 above.
- 7.7. The Sheriff shall at all times, retain sole discretion with respect to individual employee selection, work assignments, training requirements, required certifications, etc. provided however, employee assignments shall not be arbitrary or capricious.

ARTICLE 8. HOURS OF WORK

- 8.1. Work Schedules: The following schedules may constitute a regular work-week schedule, at the discretion of the Employer:
 - 8.1.1. "Five-Eights": Consists of five (5) consecutive workdays of eight (8) consecutive hours, followed by two (2) consecutive days off. Employees work forty (40) hours during a workweek.
 - 8.1.2. "Four-Tens": Consists of four (4) consecutive workdays of ten (10) consecutive hours, followed by three (3) consecutive days off. Employees work forty (40) hours during a workweek.
 - 8.1.3. "Twelves": Consists of four (4) consecutive workdays of twelve (12) consecutive hours, four (4) consecutive days off, three (3) consecutive workdays of twelve (12) consecutive hours, and three (3) consecutive days off, in either of the following two rotations:
 - (1) 4 on, 4 off, 3 on, 3 off
 - (2) 4 on, 3 off, 3 on, 4 off
 - Employees on "Twelves" work eighty-four (84) hours during a two-week work period.
- 8.2. Corrections Shift Rotation: The Sheriff has adopted a system of shift rotation in the jail whereby Employees rotate progressively through the scheduled shifts.
 - 8.2.1. Rotation occurs based on the specific work-schedule assigned to an employee:
 - On a schedule with three assigned shifts (days, swings, graveyards), employees
 will rotate progressively from days to swings to graveyards and back to days.

- Rotations occur every three (3) months, effective in January, April, July & October.
- (2) On a schedule with two assigned shifts (days and graveyards), employees will rotate progressively from days to graveyards and back to days. Rotations occur at least every three (3) months and not more than every (2) months, based on a rotation established by the Employer.
- (3) It is understood and agreed that there are different staffing requirements during different shifts. For this reason, it is understood and agreed that specific employees may not progress to the next shift at each scheduled rotation. Any employee who does not progress to the next shift during a scheduled rotation, will be given priority for progression to the next shift at the next scheduled rotation.
- 8.2.2. The Sheriff may, upon thirty days' notice, revise the rotation of any employee when such a change is necessitated, in the sole judgment of the Sheriff, to address proper staffing, training, or other bona fide business reasons.
- 8.2.3. The Sheriff may, upon sixty days' notice, revise the shift rotation system for all employees, when such changes are necessitated, in the sole judgment of the Sheriff, to address proper staffing, training, or other bona fide business reasons.
- 8.2.4. The Sheriff agrees to meet with the FOP's representative upon request regarding the impact of any announced change to the system of rotation.
- 8.2.5. Emergency changes to shift rotation shall be effective on the date announced by the Sheriff, giving as much advanced notice as practicable at the time.
- 8.3. When minimum staffing requires a level of staffing to meet peak activities that can only be reasonably achieved through nonconsecutive workdays the Sheriff may schedule the minimum number of nonconsecutive workday-workweeks necessary to achieve staffing levels. Nonconsecutive workdays shall only be permitted in circumstances where the Department is short of staff because of employee unscheduled absences, during a period of active recruitment, or periods of training where the employee is required to be away from the Department for an extended period of time (one week or more).
 - 8.3.1. Nonconsecutive workday schedules shall be posted at least fourteen (14) days prior to the effective day of a schedule change. No individual employee shall be required to work more than three (3) weeks of nonconsecutive workdays per calendar quarter.
- 8.4. The employer may establish a 35-hour work week by mutual agreement of the Association.
- 8.5. Work Breaks. Employees are employed in activities that may preclude the observance of set lunch and/or break periods. It is agreed that statutory lunch and break requirements shall be satisfied by employee observance of lunch and breaks on an intermittent basis or pursuant to the County Personnel Policy or as assigned during any work period and no employee shall be deemed to have been required to forgo a work break unless that employee made a request of their supervisor and was denied an opportunity to take the requested break. Observance of intermittent breaks shall comply with work break

requirements of law. As provided in RCW 49.12.187 this section shall constitute "agreement."

ARTICLE 9. OVERTIME COMPENSATION

- 9.1. "Overtime Hours" include those compensable hours (hours actually worked) which exceed the statutory limit for straight-time pay or are payable as "Premium" paid hours as required by this agreement. "Overtime Hours" are payable when the employee is assigned to work in excess of their regular schedule, as set out below:
 - 9.1.1. On a "Five Eights" or "Four Tens" Schedule, overtime hours are those compensable hours which the employee is assigned to work in excess of forty (40) hours per week
 - 9.1.2. On a "Twelves" Schedule, overtime hours are those compensable hours which the employee is assigned to work in excess of a statutory FLSA straight time work week, as set out in Section 7(k) of the FLSA Regulations, amended as follows:
 - 9.1.3. Premium pay will be paid for hours worked in excess of eighty-four (84) hours during a two-week work period.
 - 9.1.4. Premium pay will be paid for hours worked in excess of twelve (12) hours per workday, or Days worked outside of scheduled days.
- Overtime or Premium hours worked shall be paid at the rate of time and one-half the Employee's regular rate of pay.
 - 9.2.1 In the event an employee is called back to work while observing a planned vacation, the employee called back shall be paid at double the employee's regular straight-time (2x) rate for hours actually worked during the period that would have been the employee's vacation but for the recall.
- 9.3. Overtime pay shall not be compounded with any other form of premium compensation paid to the Employee. (Example: Premium pay may be received in addition to overtime pay but is not included in the calculation of the overtime rate.)
- 9.4. Those employees who are required to work overtime shall be granted a thirty (30) minute meal period for each four (4) hours of continuous overtime. Employees on restricted movement may have meal expenses paid by the employer according to the Sheriff's practice.

9.5. RETURN TO WORK / CALL BACK

9.5.1. If an Employee is required to report between shifts (between the end of an employee's scheduled shift and the start of their next scheduled shift) with less than ten (10) hours of rest, the employee shall earn pay at the premium rate of time-and one-half (1½) for those hours prior to the ten (10) hour period. This section shall not apply whenever an employee is deprived of the ten (10) hour rest period as a result of a change of work hours at his/her own request or to meet training and/or mandatory monthly meeting requirements.

- 9.5.1.1. If an employee is required to return to work within 10 hours of their last shift, they shall be given 2 hours pay at the overtime rate as a premium, in addition to compensation for whatever hours are worked (this is actual hours worked plus two (2) hours).
- 9.5.1.2. Employees called back for scheduled training or for scheduled meetings will not be eligible for such turnaround premium pay.
- 9.5.2. An employee called back to work on other than his/her normal work schedule shall be compensated a minimum of two (2) hours at the overtime rate of pay. Hours worked beyond the two (2) hour minimum shall continue to be paid at the overtime rate until relieved of duty.
- 9.5.3. Court time (time when an employee is required to appear in court, not callback for the purpose of a court transport) on other than the employees regular work schedule shall be compensated as call back. Call back for Court as witness duty shall be actual time spent with a minimum of three (3) hours. Hours worked beyond the three (3) hour minimum shall continue to be paid at the overtime rate until relieved of duty.

9.6. Overtime Scheduling:

- 9.6.1. Known overtime shall be offered on a voluntary basis with seniority taking priority. If known overtime shifts are not filled within five (5) days of the schedule being posted, then the known overtime shifts will become mandated to employees that are available to work, in reverse seniority-order.
 - 9.6.1.1. Known overtime Overtime that is scheduled more than fourteen days prior to the date of the overtime (i.e., overtime that occurs due to scheduled vacations).
- 9.6.2. Unforeseen overtime shall be offered to employees that are available to work with seniority taking priority. If the unforeseen overtime shifts cannot be filled, then the unforeseen overtime shifts will be mandated to employees available to work with the least number of SCHEDULED overtime and if two or more employees have the least scheduled overtime then in reverse seniority order among them.
 - 9.6.2.1. Unforeseen overtime Overtime that is scheduled less than fourteen days prior to the date of the overtime but is not considered an immediate overtime shift (i.e., overtime that occurs due to bereavement leave, special duties, or scheduled sick time).
- 9.6.3. Immediate overtime shall be mandated by the on-duty supervisor, to employees that are available to work.
 - 9.6.3.1. Immediate overtime Overtime needs that occur without advance notice, and must be filled immediately (i.e., emergency duties, sick time due to unforeseen illness, etc.)
- 9.7. Overtime Opportunities Out of Work Assignment:
 - 9.7.1. In general, it is preferred that employees perform the overtime within their principle work assignment, i.e. Civil, Corrections.

- 9.7.2. If no employees from within the principal work assignment are available, known overtime should be offered to other Bargaining Unit employees before being mandated.
- 9.7.3. Non-emergency overtime should be offered to personnel who are Bargaining Unit employees before being offered to non-Bargaining Unit personnel (for example, patrol deputies or reserves).
- 9.7.4. Corrections Deputies and Court Deputies may be required to receive cross-training, to ensure they can perform the essential safety and security functions of both work assignments.
- 9.7.5. Nothing in this section restricts the right of the Sheriff to make emergency changes to work assignment when necessary for public safety or to ensure the efficient operation of the Sheriff's Office.
- 9.8. Employees that have been mandated to work an overtime shift shall not be mandated to work overtime within five (5) days of their last mandated shift unless there are no other employees available to work.
- 9.9. For purposes of overtime, emergency callback, or court callback, employees will be considered NOT available for work under the following circumstances:
 - 9.9.1. Employees on vacation (except under emergency circumstances as outlined in Section 9.10), sick leave, or other requested and approved absence.
 - 9.9.2. Employees already working a scheduled overtime shift on the day of the overtime.
 - 9.9.3. When on a five-eights schedule, employees who are on their regularly scheduled days off, unless there are no other employees available to work.
- 9.10. Emergency Cancellation of Time Off: Once leave, paid or unpaid, has been approved and scheduled, an employee's leave, including adjacent regularly scheduled days off, shall not be cancelled without mutual agreement between the Employer and the Employee, or unless the Sheriff, in his sole discretion, determines that an emergency exists.
 - 9.10.1. The term "emergency" shall include unforeseen public issues effecting public safety and shall not include the cost of paying overtime to available employees to cover shifts.
 - 9.10.2. In the event that the Sheriff determines an emergency exists, including unanticipated lack of available staff, and subsequently cancels approved and scheduled time off, the Employer shall reimburse the Employee for all non-refundable expenses which are declared/substantiated by the Employee as part of the Employee's scheduled time off and subsequently lost to the Employee as a result of the having an approved vacation cancelled.
 - 9.10.3. For purposes of this Article, leave, paid or unpaid, does not include regularly scheduled days off or time between shifts, and refers to vacation or holiday time, AAL, sick leave, or other requested and approved absence.

9.11. If an employee is subpoenaed to court or required to work during approved scheduled leave, paid or unpaid, including adjacent regularly scheduled days off, the employee shall not be debited any accrued paid time off (vacation, sick leave, comp time, AAL, etc.) on the day of the court appearance or the day of the required work, regardless of the time spent in court or required to work. As a premium, the Employee shall be compensated at the rate of time-and-one-half for a full day of work, based on the Employee's regular work schedule, regardless of the amount of time spent in attendance of said court or the amount of time the Employee is required to work. The aforementioned compensation premium shall also apply during the Employee's regularly scheduled days off, adjacent to any scheduled leave.

ARTICLE 10. COMP-TIME

- 10.1. Employees may take compensatory time off at the rate of one and one-half hours off per hour of overtime worked in lieu of overtime pay. An employee who accrues the maximum of forty (40) hours comp-time will not be allowed to accrue additional comp time. Additional hours shall be paid for at the overtime rate.
- An employee on compensatory time off shall be deemed to be on official leave with pay status.
- 10.3. An employee who notifies his/her supervisor promptly or substantiates to the satisfaction of his/her Supervisor that he/she was sick on a scheduled day of compensatory time off may request that a day of sick leave be taken rather than previously scheduled compensatory time.
- 10.4. An employee may choose to add comp-time to their bank as long as their bank does not exceed the forty (40) hour maximum.
- 10.5. Comp-time can be carried over from month to month, and/or year to year with no more than forty (40) hours being carried over.
- 10.6. The employer may limit Comp Time use as provided by law.

ARTICLE 11. JURY DUTY

11.1. Employees called for Jury Duty in any Municipal, County, State or Federal court shall advise the County upon receipt of such call and, if taken from his/her regularly scheduled work for such jury duty, shall be paid at his/her regular hourly rate for those hours that the employee would have spent on his/her regularly scheduled shift, less compensation paid for such Jury Duty.

ARTICLE 12. GRIEVANCE PROCEDURE

12.1. OBJECTIVES: To informally settle disagreements at the employee-supervisor level; to provide an orderly procedure to handle the grievance through each level of supervision; to correct, if possible, the cause of the grievance to prevent future complaints; to promote harmonious relations among employees, their supervisors, and Departmental Administrators; to assure fair and equitable treatment of employees; to resolve grievances at the Departmental level before appeal to higher levels.

- 12.2. DEFINITIONS: The following terms, as used in this contract, shall have the following meaning:
 - GRIEVANCE: A complaint by an employee, an Association/FOP Representative, or
 the County may be filed when the grieving party believes an unfair application of a
 policy has been applied to an employee, or an alleged violation of any term or condition
 of this Agreement has occurred. Letters of Reprimand and other non-economic
 disciplinary actions are not grievable upon issuance. Disciplinary action, including any
 underlying supporting Letters of Reprimand, with an economic impact on the employee
 shall be subject to grievance processing as a single procedure. Issues arising from
 Section 7.7 are limited to the question of arbitrariness and capriciousness.

WORKING DAY: Exclusive of Saturday, Sunday, and holidays.

- EMPLOYEE: Any Employee of the Jefferson County Sheriff's Office covered by this Agreement.
- IMMEDIATE SUPERVISOR: The person, who assigns, reviews, or directs the work of an Employee.
- SUPERIOR: The person to whom an immediate supervisor reports.
- REPRESENTATIVE: A person who appears on behalf of the employee or employer.
- 12.3. TIME LIMITS: Time limits are established to settle grievances quickly. Time limits may be extended by agreement of the parties. If the grievant is not satisfied with the decision rendered, it shall be the grievant's responsibility to initiate the action which submits the grievance to the next level of review within the time limits specified. Failure of the Employee to submit the grievance within the time limits imposed shall terminate the grievance process and the matter shall be considered resolved. Failure of the County to respond within the time limits specified will allow the grievant to submit the grievance to the next higher step of the grievance procedure.

12.4. PARTIES RIGHTS AND RESTRICTIONS:

- 1. A party to the grievance shall have the right to record a formal grievance meeting at the expense of the requesting party.
- In keeping with Article 5.8 of this document, an Employee may have an Association and/or an FOP representative present at all steps of the grievance procedure; and, the Employer may have a representative present at all steps of the grievance procedure.
- Reasonable time in processing a grievance will be allowed during regular working hours for the Association Representative, provided such work does not interfere with the representative's assigned duties, or if interference would occur, upon advanced supervisory approval.
- Nothing within this grievance procedure shall be construed as limiting the right of management to manage the affairs of the County.
- Grievances of an identical nature, involving an alleged violation of the same Article, section, etc., concerning the same subject matter, may be consolidated.

- 6. Confidential Communication. Any communication between a member of the Association and any recognized Association/FOP representative regarding a potential or actual employee grievance will be defined as confidential. Likewise, any communication between County Management/Administration and a recognized County representative shall be defined as confidential.
- 12.5. ELECTION OF REMEDIES: The use of this grievance procedure will NOT constitute an election of remedies. An employee seeking redress through the Labor Agreement may seek judgment of the same matter through the Civil Service Commission at step 5 of the Grievance Procedure. In the event of an appeal of a Civil Service Decision a written election form shall be completed by the employee no later than the time of advancing the grievance to step #6 of the below procedures electing Arbitration or private litigation in court following the decision of the Civil Service Commission.

12.6. STEPS IN THE GRIEVANCE PROCEDURE:

- Step #1 Within twenty (20) working days from the occurrence of the incident on which a complaint is based, or within twenty (20) working days of the employee's knowledge of the occurrence, the employee and/or their representative will meet to discuss the complaint with the employee's immediate supervisor. This meeting shall be in an effort to resolve the issue through informal discussions. No settlement at this step will become a binding practice with regard to any future matter even if the matter may appear to be identical.
- Step #2 If the employee feels the immediate supervisor has not resolved the grievance, the employee may appeal to the supervisor's Superior within twenty (20) working days from the close of the Step #1 Meeting. At this time, all supporting documents and evidence relative to the grievance shall be included with the appeal. The supervisor's Superior shall hold a formal meeting with the employee and their representative, if requested, within twenty (20) working days from the date of the appeal receipt and attempt to settle the grievance.

A decision shall be made, in writing, by the supervisor's Superior to the employee within twenty (20) working days from the close of the formal meeting. No settlement at this Step #2 will become a binding practice with regard to any future matter even if the matter may appear to be identical unless such settlement is reduced to writing and approved by the Sheriff.

- Step #3 If a successful resolution is not found with the Department Chief, the Employee may within twenty (20) working days from the close of the Step #2 Meeting, or the receipt of a written decision, whichever is applicable, appeal to the Sheriff in writing. At this time, all supporting documents and evidence relative to the grievance shall be included with the appeal. The Sheriff shall hold a formal meeting with the Employee and their representative(s), if requested, within twenty (20) working days of the date of the receipt of the appeal and attempt to settle the grievance. A decision shall be made, in writing, to the Employee by the Sheriff, within twenty (20) working days from the close of the formal meeting.
- Step #4 If the employee feels the Sheriff has not resolved an economic grievance, the employee may within twenty (20) working days from the close of the Step #3 Meeting, or the receipt of the Sheriff's written decision, whichever is applicable, appeal to the County Administrator. All supporting documents and evidence relative to the grievance shall be

included with the appeal. The County Administrator or his/her authorized designee may hold a formal meeting with the employee and the representative, if requested, within twenty (20) working days from the date of the appeal receipt and attempt to settle the grievance. A decision shall be made, in writing, to the Employee by the County Administrator or his/her authorized designee, within twenty (20) working days from the close of the formal meeting.

In the event the grievance is filed by the County regarding a violation of this agreement by an employee or the Association or the FOP such County filing shall occur at this Step by having the County officially file its grievance with the Association Chair. Unresolved grievances by the County may be submitted to Step #5 by the County following the same procedures for the selection of arbitrator and processing of the grievance.

Step #5 Appeal of a Step #4 Decision may be made to the Civil Service Commission according to their current rules upon request of the employee and approval of the Association, within twenty (20) working days from the close of the Step #4 Meeting, or the receipt of the County Administrator's decision, whichever is applicable.

The Civil Service Commission shall schedule a formal meeting within twenty (20) working days of the receipt of such a request. Upon completion of this meeting, which will occur according to the current Civil Service Commission Rules (exceptions noted below), the Commission shall deliver its written decision within twenty (20) working days from the close of the formal meeting.

Notwithstanding Rule 10, Section 10, Subsection (2) of the Civil Service rules, no hearing in a grievance procedure shall be a public hearing.

Notwithstanding Rule 10, Section 12, Subsection (2) of the Civil Service rules, no decision at this step will be considered final and binding, and decisions at this step by the Civil Service Commission may be appealed as laid out in Step #6.

In the event that the Civil Service Commission for any reason declines to hear the grievance, there shall be no prejudice to either party, and the grievance shall move to Step #6 immediately.

Step #6 ARBITRATION. If the Association or County wishes to appeal the decision of the Civil Service Commission, the appealing party must notify the other party within twenty (20) working days of the written decision of the Civil Service Commission.

The Commission's Decision may be appealed to the appropriate State Court or to arbitration upon 60 days' notice of intent to arbitrate the matter by the appealing party to the other party.

The arbitrator will be selected as follows: The Parties shall attempt to agree upon an arbitrator within twenty (20) working days after receipt of notice of intent to proceed to arbitration. In the event the parties are unable to agree upon an arbitrator within the period, the parties shall jointly request the Federal Mediation and Conciliation Service to submit a panel of eleven (11) Washington or Oregon arbitrators. After flipping a coin to determine which party goes first, the parties shall alternately eliminate the name of one person on the list until only one name remains. The person whose name was not eliminated shall be the arbitrator.

DECISION: The arbitrator shall have no authority to amend, modify, nullify, ignore, add to, or subtract from the provisions of this Agreement and shall hold a hearing so that both parties may present their respective cases. The decision of the arbitrator shall be rendered within thirty (30) business days after the close of the hearing. The decision of the arbitrator shall be final and binding upon the parties to the grievance provided the decision does not involve action by the Employer, which is beyond its jurisdiction, or would be a violation of public policy.

12.7. COSTS AND EXPENSES: The cost of a Civil Service Hearing or Arbitrator shall be divided equally between the County and the Employee. Individual costs of presenting their respective position shall be borne by each party. Cost for witnesses, court reporter, or other individual expenses shall be borne by the grievant or County depending on who incurs the cost. In the event there is no hearing tape available from the Commission or Arbitrator either party may record the proceeding as their personal record of the hearing. Upon request the recording party will make a copy of the recording available to the other party.

ARTICLE 13. WAGES

- 13.1. Wage Rates are attached to this agreement at Appendix A and are a part of this agreement by this reference.
 - 13.1.1. Effective the beginning of the next full pay period following full adoption of this Agreement wages as listed in Appendix A for 2024 shall be revised and a new wage table shall be implemented as follows:
 - 13.1.1.1 Steps A and B shall be dropped; the old steps C, D, E and F shall be renumbered Steps A, B, C and D. New steps E and F will be added to the wage table with the same incremental increase as between Steps A, B, C and D.

This change affords all employees in the bargaining unit access to a 10% higher top pay for their position grade to move to or eventually move to.

- 13.1.1.2 For purposes of restructuring of the wage table all employees in the old Steps A and B shall be placed in the New Step A and shall have a new anniversary date of the first day of the month following full adoption of this Agreement.
- 13.1.1.3 Employees in Steps C, D, E and F shall be placed in the New Step having the same wage rate as the employee currently earns. Then, each employee from Steps C, D, E and F placed in the New Step A, B, C and D will receive a one step increase and shall have a new anniversary date of the first day of the month following full adoption of this Agreement.

Upon completion of the above wage adjustments, Steps A through F will then be renumbered 1 through 6.

- 13.1.2. Effective January 1, 2025 the wage table shall be increased by 8%.
- 13.1.3. Effective January 1, 2026, the wage table shall be increased by 2%.
- 13.1.4. Effective January 1, 2027 the wage table shall be increased by 2%.

- 13.2. Notwithstanding any other provision of this agreement, there shall be no reclassifications performed within three (3) months of the expiration of this agreement or during any negotiation period.
- 13.3. Whenever this agreement requires a wage increase, such wage increase shall be effective the first day of the first full pay period in the month in which the adjustment occurs.

ARTICLE 14. LONGEVITY

14.1 Upon completion of the following years of employment Employer shall pay, as an annual longevity bonus, the amounts which follow to eligible Employees at the pay period which follows the anniversary date or month of employment.

(1)	Five years employment	\$600.00
(2)	Ten years employment	.\$1,000.00
(3)	Fifteen years employment	.\$1,400.00
(4)	Twenty years employment	.\$1,800.00
(5)	Twenty-five years employment	\$2,200.00

14.1.1 The below Longevity schedule is effective as of January 1, 2025 and any employee receiving a better benefit shall retain same until the below will provide a better benefit.

(6)	Thirty years of employment	\$2,600.00
(7)	Thirty-five years of employment	\$3,000.00
(8)	Forty years of employment	\$3,400.00
(9)	Forty-five years of employment	\$3,800.00

- 14.2 Longevity pay shall be paid in a lump sum to eligible employees in the November pay which will be received by employees in early December of each year. Early terminates are subject to adjustment in their final check. In an employee's first year of eligibility, payment will be prorated through November and annually thereafter.
- 14.3 Shift Proration. The above amounts are based on an eight (8) hour shift. Longevity for shifts of less than eight (8) hours shall be calculated as a proportionate share based on an eight (8) hour shift. Example: a seven (7) hour shift employee with over five years longevity will receive 7/8 of longevity amount (7-hour shift employee with five years employment, 7/8 of \$400 = \$350).

ARTICLE 15. HOLIDAYS

New Year's Day	January 1st
Washington's Birthday	3rd Monday in February
Memorial Day	Last Monday in May
Juneteenth	June 19th

Independence Day	July 4th
Labor Day	First Monday in Sept
Veteran's Day	November 11th
Thanksgiving Day	Fourth Thursday in Nov.
Day after Thanksgiving	Day after Thanksgiving
Christmas Day	December 25th
Two (2) Floating Holiday	

- 15.1. Floating holiday observance is to be determined by mutual agreement between the Employee and the Employer, with seven (7) days advance notice.
 - 15.1.1. Deputies Assigned to the Civil Division may choose to use floating holidays for days on which the Courthouse is closed for an unlisted holiday.
- 15.2. If a person's day off falls on a holiday, they get one day off for that holiday, or an extra day's pay at straight time.
- 15.3. Any employee working on a holiday shall receive their Holiday pay (§16.6) in addition to:
 - 15.3.1. An Employee required to work on a paid holiday (i.e. 0:00 to 24:00), which is his/her regularly scheduled workday, shall be compensated at the premium pay rate of time-and-one-half for all regularly scheduled hours worked during that holiday, and at the premium pay rate of double time (two times the regular rate of pay) for all hours beyond their regularly scheduled shift.
 - 15.3.2. An Employee required to work on a paid holiday, which is not his/her regularly scheduled workday, shall be compensated at the premium pay rate of double-time (two times the regular rate of pay).
- 15.4. When a holiday falls on Saturday, the preceding Friday shall be observed, and when it falls on Sunday the following Monday shall be observed. This provision applies to employees who work Monday through Friday only and the County declares the preceding Friday or following Monday as a County Holiday where the County is closed to the public. Employees assigned to the Jail will observe holidays on the actual day of the holiday.
- 15.5. If an employee calls in sick on a holiday for which the employee is scheduled to work, the employee will receive holiday pay but not sick leave pay.
- 15.6. For purposes of this article, holiday pay is eight (8) hours (prorate if applicable) at the regular straight time rate of pay.
- 15.7. In the event the Jefferson County Board of County Commissioners shall adopt additional paid or unpaid holidays same shall apply to this Bargaining Unit. In the event of an addition to the list of Holidays the Association and Sheriff shall determine how such Holiday is to be observed.

ARTICLE 16. VACATIONS

16.1. VACATION ACCRUAL:

Months of Completed	Maximum Hours	ACCRUAL/ HOUR
Employment	Earned Per Year	
0 through 36	80 hours	0.0385
37 through 60	96 hours	0.0462
61 through 120	128 hours	0.0615
121 through 180	144 hours	0.0692
181 +	184 hours	0.0885

- 16.2. Earned vacation leave may be taken at any time during a period of sickness after the expiration of accumulated sick leave.
 - 16.2.1. An Employee who notifies his/her Supervisor promptly or substantiates to the satisfaction of the Sheriff that he/she was sick on a scheduled day of vacation may request that a day of sick leave be taken rather than previously scheduled vacation day.
- 16.3. Employees shall be "cashed out" for all vacation accrued on the books of the County at the time of termination except as provided below.
 - 16.3.1. An employee who, except for an emergency (defined as an unforeseeable event), fails to provide a two (2) weeks advance notification of intent to resign shall forfeit rights to two (2) weeks of currently accrued vacation. The two (2) week notice may be waived by the County Administrator or designee.
- 16.4. Seniority order shall prevail for all employee time-off selections made during the "time-off selection period" September 1, through December 31 for time-off in the next calendar year. Vacation time not selected during the vacation selection period is subject to forfeiture as provided below.
 - 16.4.1. All time off applied for after the time-off selection period will be on a space available basis.
- 16.5. All time-off (including unpaid time off) is to be selected as follows. Time-off may be taken at any time during the year with the welfare of the job being the determining factor. Time off selection shall occur independently within each work assignment (for example, the Jail's time off selection is separate from the Civil Unit's time off selection).
 - The Sheriff shall post for selection available weeks for employees in each work assignment. Some weeks or days may be unavailable for selection due to anticipated staffing needs.
 - 2. There shall be three rounds of vacation selection.
 - 3. The first-round employees, by seniority, shall choose their time off from available weeks in one (1) contiguous period to be selected in round one.
 - 4. The second-round employee, by seniority, shall choose their time off from available weeks in one (1) contiguous period to be selected in round two.

- The third-round employees, by seniority, shall choose the remainder of their eligible time off on a multiple day or single day off basis but not more than one day of which shall be a holiday.
- For purposes of accounting for days used during the calendar year the order of "burnoff" shall be: AAL, Holidays (for employees using § 15.1), regular vacation (§16.1),
 and then scheduled unpaid time off.
- Employees may split their vacation into as many parts as is mutually agreed upon between the employee and the supervisor and no third party shall enter into or influence this decision.
- 16.6. PROBATIONARY EMPLOYEES: For the first twelve months of any Trial Period, an Employee, regardless of seniority, will continue to accrue vacation leave, and will be permitted to take up to two weeks of accrued vacation leave with approval of the Undersheriff and the Sheriff. EXCEPT that Employees who have already successfully completed a trial period in one classification, but transfer to another classification and trigger a trial period, shall be entitled to any paid leave that was authorized and scheduled prior to their transfer. An entry-level Employee new to bargaining unit will only be able to use vacation leave during their trial period with permission of the Sheriff under special circumstances.
- 16.7. A maximum of one hundred forty hours (140) accumulated vacation may be carried over from the previous year. Accumulated vacation time not selected/scheduled during the vacation selection period and in excess of the one hundred forty hours (140) carry over shall automatically be lost to the Employee on April 1 of each year.
 - 16.7.1. If unable to take scheduled leave because of employer-required workload, such scheduled but denied leave days may be carried into the next calendar year. This leave but must be used within the first three (3) months of the following year, or it will be paid in cash, unless it is again denied because of workload; whereupon, at the employee's option, the use of denied days shall be extended until July before they are cashed out. The inability of the employer to allow the employee to take vacation leave shall be documented by the Sheriff at the time of such denial and be forwarded to the Payroll Division of the Auditor's Office.
- 16.8. Vacation/Leave requests for vacation not scheduled during the vacation selection period shall be submitted fourteen (14) days in advance and be signed by management then returned to Employee within five (5) days or will be deemed approved. This section shall not preclude the approval of a request of less than fourteen (14) days advance submission.

ARTICLE 17. SICK LEAVE

17.1. Sick leave is earned by regular and trial employees at the rate of one (1) working day for each month of completed service. An employee may not accumulate more than nineteen-hundred-twenty (1,920) hours of sick leave. To receive sick leave, an employee must either be sick or disabled or have a scheduled health care appointment. Upon reasonable request by the department head, an employee must be able to furnish proof, including documentation from the attending health care provider. Falsification or misuse of sick leave shall be grounds for disciplinary action.

- 17.2. Sick leave is appropriate for illness or disability caused by or contributed to: pregnancy, miscarriage, abortion, childbirth, adoption and recovery there from. Accrued sick leave is appropriate to care for a family member with a health condition that requires treatment and/or supervision. (RCW 49.12) Accrued sick leave, not leave of absence (Section 5.60), must be used for illness, injury or disability.
- Sick leave is not appropriate and will not be authorized for death in the employee's family.
 (See Bereavement Leave.)
- 17.4. No employee shall receive compensation for unused sick leave greater than the amount determined as a result of Section 17.5 #2 at the time of retirement.
- 17.5. The County will make the following payment for sick leave.
 - Upon an Employee's death, the Employee's estate shall be paid twenty-five percent (25%) of such accumulated sick leave.
 - Upon disability or retirement, the employee shall be paid twenty-five percent (25%) of such accumulated sick leave.
 - If employment is terminated other than by death, disability or retirement, no portion of such accumulated sick leave shall be paid.

17.6. Light Duty:

- Light duty shall be for the purpose of temporary assignment while a disabled employee becomes able to resume full duties.
- 2. Light duty assignments, if granted by the Sheriff, will be determined by the Sheriff, with concurrence of the physician. The Employer shall give a letter of request to the physician of the duties to be performed on light duty so the physician may verify to the Employer what duties the Employee may or may not perform. It is the intention of the parties that light duty would be granted if an assignment is cost effective for the County as determined by the Sheriff as to availability and the County Risk Manager as to cost effectiveness.
- 17.7. The County may administer Sick Leave to meet the requirements of the Washington Sick-Leave law provided employees do not receive a benefit that is less than as provided in this CBA.

ARTICLE 18. BEREAVEMENT LEAVE

- 18.1. Bereavement leave shall be authorized for employees who have completed probation for a maximum of three (3) days to grieve the death of a member of the Employee's immediate family. "Immediate family" is defined as follows: Spouse, parent, grandparent, child, grandchild, brother, sister, mother-in-law, father-in-law, significant domestic partners, and step relations of the same degree.
- 18.2. Employees who have a death in their immediate family and who would have to travel 500 miles or more (one way) to attend such funeral shall be allowed two (2) additional days with pay, for travel only.

18.3. Employees requiring additional time beyond that granted in 19.1 and 19.2 shall have priority in taking any available accrued paid time-off available to the employee when the purpose is to attend a service for the deceased or to manage the affairs of the deceased.

ARTICLE 19. MILITARY LEAVE

19.1. Military Leave: Military leave will be granted in accordance with RCW 38.40.060. Military leave shall be granted upon written application accompanied by a copy of bona fide orders to temporary active or training duty. Military leave is paid time according to applicable RCW and there shall be no loss of employee benefits.

ARTICLE 20. UNIFORMS

- 20.1. Upon initial appointment to the Sheriff's Department, uniforms and equipment shall be furnished by the Sheriff's Department, with initial issue as determined in Appendixes.
- 20.2. The Sheriff shall establish authorized uniform standards and either post such standards or include such standards in the Policy & Procedures of the Sheriff's Office. Uniforms shall only be worn in the line of duty and shall conform to the established uniform standard. Employees are authorized, using their own funds, or using their uniform allowance, to purchase uniforms and equipment authorized by the Sheriff's Office.
 - 20.2.1. In the event the Sheriff shall decommission a previously authorized uniform item such that it is no longer allowed such item shall be replaced with an authorized replacement at no cost to the employee.
 - 20.2.2. The Sheriff has authorized the wearing of "Jump Suits" which shall be a practice until lawfully changed.
- 20.3. Employee shall keep uniform items clean and in good repair at all times. The Sheriff shall post authorized uniform standards. Uniforms shall only be worn in the line of duty and shall conform to the posted uniform standard. Once issued or purchased, uniform items and equipment must be replaced, repaired, and cleaned by the Employee at the Employee's expense, except as outlined in 21.4 and 21.5.
- 20.4. In the event that the Sheriff alters the established uniform standards in such a way that a uniform or equipment that had previously been authorized becomes de-authorized, any employees who have such a uniform or equipment whether from their initial issue or purchased with their own funds or uniform allowance shall be entitled to have such uniforms or equipment replaced at the cost of the Sheriff's Office with an authorized substitute whenever the Sheriff shall determine the employee may no longer wear such de-authorized uniform or equipment.
- 20.5. The Employer shall replace and repair uniforms, equipment, personal clothing, and personal items which are damaged while in the line of duty. The filing of an incident report is a prerequisite to the repair or replacement of the item in question. Replacement and repair shall not be authorized for normal wear and tear of personal uniform items.
- 20.6. Bullet Proof Vests shall be provided to officers as necessary protective safety equipment. Same will be replaced as required to maintain employee safety.

- 20.7. Employees required to carry firearms shall be issued a firearm by the Sheriff's Office, after successful completion of relevant training and qualification, and shall further be issued magazines and ammunition for the issued firearm.
 - 20.7.1. PERSONAL DUTY WEAPONS: Employees who are required to carry firearms will be permitted, if they wish, to purchase their duty weapon through the Department, provided that such a weapon MUST conform to all requirements of the Sheriff for department issued duty weapons. In the event the Sheriff should change the duty weapon employees will have the option of purchasing a new conforming personal duty weapon or receiving a Department issue weapon as required by the Sheriff. Employees who purchase a personal duty weapon according to this section shall be permitted to use such personal duty weapon as their duty weapon and shall turn in the Department issued weapon. The Department shall supply required duty ammunition for employees with personal duty weapons in the same manner as Department issued weapons.
- 20.8. After completing their first full year of employment, Employees required to wear a uniform shall be provided an annual uniform allowance of \$1000. The allowance shall be received each January, in the paycheck received by employees in early February.
 - 20.8.1. In recognition of the fact the JCSOUSS employees carry out similar job functions and wear the same uniform as JCSO Patrol Employees, the uniform allowance for JCSOUSS Employees should match the uniform allowance provided to JCSO Patrol Employees in the JCSO Patrol Contract. In the event of any future increases to the JCSO Patrol Employees' uniform allowance, the agreement may be reopened at the request of the Association for purposes of discussing an increase to uniform allowance.

ARTICLE 21. JOB INFORMATION

- 21.1. It is the Employer's responsibility to provide each employee, particularly upon hire, with written information relevant to the job that the employee performs. This information should include:
 - 1. The job description for the position the employee fills or will fill;
 - Brochures and explanation of benefits as provided by appropriate agencies, to the Employer with respect to insurance (medical, dental, vision, life insurance, etc.), retirement, and any other similar information relevant to the position;
 - 3. A copy of the current Personnel Policy and all other personnel related policies.

ARTICLE 22. HEALTH AND WELFARE

- 22.1. The Association shall independently contract for medical related benefits as the Association shall determine.
- 22.2. Effective January 2022 based on employee hours in December 2021 for all Bargaining Unit members who worked 80 hours or more the County will pay the amount of 85% of the "FOP \$250 deductible medical" and the current Delta Dental with a current total COMPOSITE cost of \$1655.68 resulting in a County contribution of \$1,407.33 per month

- per Bargaining Unit employee. Such County contribution shall continue until the Parties agree to a new amount.
- 22.3. Effective January 2022, as determined by the Auditor, the County will deduct, pretax, if reasonably possible, from the pay of each Bargaining Unit employee the amount of \$248.35, or such other amount the Association shall instruct the County to deduct, as the employee contribution to medical. The employee contribution is a "wage reduction" for purposes of employee medical contribution.
- 22.4. The Association is fully responsible for administering all aspects of the benefits selected by the Association. The County is only responsible for the payment of the agreed County cash amount of contributions for each Bargaining Unit member in the amount stated in 22.2. above or such other amounts as the Parties may agree from time-to-time.
- 22.5. The Association by its authorized agent must promptly provide payment instructions to the County Auditor (copy to HR).
- 22.6. The County shall not be a party to the FOP program. The County responsibility is exclusively to make the agreed payments of County contribution plus employee medical deduction to an Association owned Bank or similar account designated by the Association.
- 22.7. It is agreed that the individual employee deduction in within the control of the Association and such amount may increase or decrease depending upon the composition of bargaining unit employees and families as well as the plans chosen by the Association.
- 22.8. Employees new to the County may be covered by the medical coverage under this Agreement however if such new "full time" employee has not worked at least eighty (80) hours the employee may elect coverage and pay additional amounts and the County contribution shall be prorated based on scheduled employment compared to regular full-time employment.
- 22.9. The funds transmitted shall provide for the purchase of such benefits as the Association shall determine in its discretion with the Association providing timely notice to the County.
- 22.10. The County obligations do not include providing employees with a medical benefit and County obligations shall not exceed the amounts stated in §22.2 except as adjusted by operation of Article 23.

ARTICLE 23. MAINTENANCE OF BENEFITS

- 23.1 Effective January 1, 2025 and each January there after the County shall adjust its contribution to Bargaining Unit Medical purchases to such amount as the Parties shall agree.
- 23.2. The Parties agree that either party may open this Article 23 for the purposes of renegotiation in the event of any adverse regulation or legislation, including any form of

tax imposed on health care plans, changing the existing County cost of providing benefits to Deputies or the Deputies' Contractual cost of retaining benefits. This section does not apply to the normal historic changes in cost associated with periodic establishing contributions based on utilization.

23.3. This Article may be opened by mutual agreement at any time for the substitution of alternate plans.

ARTICLE 24. ADDITIONAL UNDERSTANDINGS

- 24.1. Statutory Benefits:
- 24.2. The Employer and Union agree that whenever Federal, State or Local laws require the Employer to provide benefits not negotiated by the parties into this Agreement such benefits shall be administered in accordance with the enactment and to the extent permitted the Employer and employee shall contribute to the cost of such non-negotiated benefit.
- 24.3. Beginning January, 2018, the sick-leave provisions of this agreement shall be administered pursuant to the Washington Sick Leave law as same may be amended provided however, there will be no reduction in benefits provided in this agreement.
- 24.4. Washington State Paid Family Medical Leave (RCW 50A.04) premiums shall be paid by the Employer and employee as permitted by the Statute with employees paying the Family Leave portion and 45% of the Medical portion.

ARTICLE 25. SAVINGS CLAUSE

25.1. Should any provisions of this agreement be found to be in violation of any Federal, State or Local Law, all other provisions of this agreement shall remain in full force and effect for the duration of this agreement.

ARTICLE 26. TERMINATION

- 26.1. This agreement shall be effective from date of approval through December 31, 2027.
- 26.2. In the event the Association has good faith belief the County has offered any other non-arbitration Bargaining Unit more favorable terms all things being equal the Association may upon notice no later than October 31 of any year open this agreement.

ADOPTED THIS	DAY	OF		2024.
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JEFFERSON COUNTY BOARD OF COMMISSIONERS

Fam

Kate Dean, Chair

Heidi Eisenhour, Member

Greg Brotherton, Member

ATTEST

Carolyn Gallaway, CMC Clerk of the Board JCSOUSS Employees Association, FOP

Certific

Association President

August 9, 2024

Date 8 1 24

Dong Luse

FOP Representative

Date 8/7/2024

Approved as to Form Only:

Philip C. Hunsucker

Chief Civil Deputy Prosecuting Attorney

jefferson county-fop signature v5-- 2024-2027 docx

APPENDIX "A" WAGES

THIS APPENDIX is supplemental to the AGREEMENT by and between JEFFERSON COUNTY, WASHINGTON, hereinafter referred to as the Employer and Jefferson County Sheriff's Office Uniformed Support Services/FOP, hereinafter referred to as the Association and shall apply to those employees in the following listed classifications:

A.1 Effective for the term of this agreement, for employees employed on the date of ratification or effectiveness, whichever is later, the Pay Grades and rates of pay for each Pay Grade covered by this Agreement shall be payable the first full pay period after effectuation as follows:

A.1.1 Wages:

2024 Adopted Rates	0.00%		5.00%	5.00%	5.00%	5.00%	5.00%
		Step A	Step B	Step C	Step D	Step E	Step F
		0 to 12 M	13 to 24 M	25 to 36 M	37 tu 48 M	49 to 60 M	61 + M
Corrections Sergeant (22.5%)		31.02	32.57	34.20	35.91	37.71	39.59
Corrections & Courtroom De	puty	25.32	26.59	27.92	29.32	30.78	32.32
Control Room Operator (85%	i)	21.53	22.60	23.73	24.92	25.16	27.47

2024 New Wage Scale Adjustment

Rates Effective first full pay period following adoption by Board of County Commissioners

- 1 Drop steps A and B; Renumber old steps C, D, E and F to Steps A, B, C and D. Add New Steps E and F with same incremental increase as between Steps A, B, C and D.
- 2 Place employees in old Steps A and B to New Step A; Employees have new anniversary date of the first day of month following full adoption of Agreement.
- 3 Place employees in old steps C, D, E and F into New Step having same wage rate as employee currently earns. Employees in New Step A, B, C and D will receive a one step increase and shall have a new anniversary day of the first day of month following full adoption of Agreement.
- 4 Renumbers Steps A, B, C, D, E and F to 1, 2, 3, 4, 5, and 6.

		5.00%	5.00%	5.00%	5.00%	5.00%
	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
	0 to 12 M	13 to 24 M	25 to 36 M	37 to 48 M	49 to 60 M	61 + M
Corrections Sergeant (22.5%)	34.20	35.91	37.71	39.50	41.57	43.65
Corrections & Courtroom Deputy	27.92	29.32	30.79	32.32	33.94	35.54
Control Room Operator (85%)	23.73	24.92	26.17	27.47	28.85	30.30
2025 RATES 8.00%		5.00%	5.00%	5.00%	5,00%	5.00%
8% General Wage Increase	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
	0 to 12 M	13 to 24 M	25 to 36 M	37 to 48 M	49 to 60 M	61 + M
Corrections Sergeant (22.5%)	36.94	38.79	40.73	42.77	44.91	47.16
Corrections & Courtroom Deputy	30.16	31.67	33.26	34.93	36.68	38.52
Control Room Operator (85%)	25.63	26.92	28.27	29.69	31.18	32.74
2026 RATES 2.00%		5.00%	5.00%	5.00%	5.00%	5.00%
2% General Wage Increase	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
	0 to 12 M	13 to 24 M	25 to 36 M	37 to 48 M	49 to 60 M	61 + M
Corrections Sergeant (22.5%)	37.68	39.57	41.55	43.63	45.82	48.12
Corrections & Courtroom Deputy	30.76	32.30	33.92	35.62	37.41	39.29
Control Room Operator (85%)	26.15	27.46	28.84	30.29	31.81	33.41
2027 RATES 2.00%		5.00%	5.00%	5.00%	5.00%	5.00%
2% General Wage increase	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
	0 to 12 M	13 to 24 M	25 to 36 M	37 to 48 M	49 to 60 M	61 - M
Corrections Sergeant (22.5%)	38.44	40.37	42.39	44.51	46.74	49.09
Corrections & Courtroom Deputy	31.38	32.95	34.60	36.34	38.16	40.08
Control Room Operator (85%)	25.68	28.01	29.42	30.90	32.45	34.08

A.2 Wage Rate Changes and Payments:

A.2.1 Effective the first month after adoption by the Board of County Commissioners Steps A and B shall be dropped in the wage tables; Steps will be renumbered beginning from Step A through Step D, and New Steps E and F will be added to the wage table.

For purposes of restructuring the wage table all employees in Steps A and B shall be placed in the New Step A and shall have a new anniversary date of the first of the month after adoption by the Board of Commissioners.

Employees in Steps C, D, E and F shall be placed in the New Step having the same wage rate as the employee currently earns. Then, employees in old Steps C, D, E and F placed into the new steps A. B, C and D shall receive a one step advancement. They shall have a new anniversary date of the first of the month after adoption by the Board of Commissioners.

Upon completion of the above wage table adjustments, Steps A through F will then be renumbered 1 through 6.

- A.2.2 Effective the 1st full pay period in 2025 after all table adjustments in A.2.1 are complete there shall be 8.0% wage increase to the table for 2024.
- A.2.3 Effective the 1st full pay period in 2026 there shall be a 2.0% increase to the wage rates in the wage table for 2025.
- A.2.4 Effective the 1st full pay period in 2027 there shall be a 2.0% increase to the wage rates in the wage table for 2026.

A.3. Animal Control Officer:

- The Sheriff or Designee shall continue to make work assignments among qualified Uniformed Support Services employees which will now include, when assigned to a Bargaining Unit employee, the duties of Animal Control Officer (ACO).
- It is agreed that the ACO shall be under the direct supervision of the Jail Superintendent and may assigned to receive ACO dispatches and assignments from the On-Duty Patrol Sergeant or by radio dispatch as is appropriate.
 - a. It is understood and agreed that a reasonable priority in making work assignments is the achievement of minimum jail staffing without incurring "forced overtime" among employees assigned to Corrections Assignments shall be observed.
 - b. The ACO duties if assigned, shall not preclude the assigned employee from shift assignments at the jail to accomplish a. above.
- The ACO shall be a fully qualified Uniformed Support Services employee completed or scheduled for all required corrections and firearms related training.

A.4. Control Room Operator:

- The Parties agree that the addition of CRO workers shall not reduce the number of County authorized and budgeted Bargaining Unit Corrections Officers and shall supplement such cadre of Corrections Officers by performing work in the Control Room thereby providing additional staffing of the Jail by qualified Corrections Officers.
- 2. In the application of Seniority CRO shall be a separate classification for all purposes.
- 3. In the event of any Reduction In Force (RIF) within the Jail all CRO classified staff shall be subject to RIF prior to any fully qualified, certified and working Corrections Officer.
- 4. In the event a CRO shall become fully qualified and be employed as a Corrections Officer or should a Corrections Officer become employed as a CRO they shall have their classification changed as appropriate and as set out in the promotion/demotion rules of Jefferson County Civil Service regarding classifications, seniority and pay.
- Temporary assignments of Corrections Officers to the work of CRO shall not be considered a change in classification until official action by the Sheriff shall occur changing the classification of the employee.
- No CRO shall perform work on the Jail Floor for any period without the express
 assignment by a Duty Sergeant and for a limited time during any one shift. It is agreed
 that CRO staff are not to supplant the work of Corrections Officers.
- A.5 DEFERRED COMPENSATION PROGRAM: The County will contribute \$94.00 per month to the employee's choice of one of the Deferred Compensation Plans currently offered by the County. The employee will contribute \$47.00 of this amount with the Employer matching that amount.
 - A.5.1 In the event the plan should provide for individual deferral the Employee may defer any amount they chose in accordance with the plan.

A.6 ADDITIONAL COMPENSATION:

A.6.1 FTO PAY:

Field Training Officer: Employees assigned by the Sheriff, or designee, to perform the duties of FTO for the majority of a shift shall, in addition to all other compensation for that day, receive one (1) hour of additional paid time, paid at time and one half, to be added to the employee's timecard. And shall be full compensation for any pre or post shift duties related to FTO responsibilities.

A.6.2 PHONE CALLS OFF DUTY:

The Parties recognize that Sergeants are, as a part of their regular assignments responsible for intermittent phone calls during off-duty time. While off-duty each Sergeant shall be compensated at time-and-one-half for each call that exceeds seven (7) minutes at the rate of fifteen (15) minutes at time-and-one-half and if the call exceeds twenty-two (22) minutes shall be compensated for thirty (30) minutes at time-and-one-half and likewise for each received call. This section is effective at the time Section A.1 is adopted.

A.6.3 ACTING SERGEANT

Acting Sergeant – 5% Premium Pay Differential. Employees assigned at the discretion of the Sheriff, or designee, to perform the duties of Acting Sergeant for a shift, shall, in addition to all other compensation for that day, receive 5% of their straight-time in premium pay for that shift. This designation and compensation recognize that the position is accountable for, in addition to their own assigned duties, the work assignment and the work performance of subordinates for that shift assigned the duties of Acting Sergeant.

APPENDIX B - - INITIAL UNIFORM/EQUIPMENT ISSUE:

Uniforms as listed below shall be furnished upon initial appointment to the Sheriff's Office. Once issued, uniform items shall be repaired, replaced and cleaned by the Employee as provided in the Agreement.

Personal Uniform Items (Initial Issue)

- 1 Jumpsuit
- 1 Pair, Class A Uniform Pants
- 2 Additional Pairs of Uniform Pants
- 3 Uniform Shirts

At least 1 Class A

- 2 Additional shirts may be Class A or Class B
- 1 Class A tie
- JCSO Collar brass, 2 sets
- 1 Name Tag, with "Serving Since" pin
- I Badge
- 1 Pants belt
- 1 Approved Uniform Jacket, with JCSO patches, cloth badge, and name tape
- 1 Sheriff's Office ball cap
- 1 Black Stocking Hat, with Sheriff's Office embroidery

Personal Equipment Items (Initial Issue)

- 2 Pairs of Handcuff Keys (1 long, 1 short)
- 2 Pairs of Handcuffs
- Handcuff Case(s) Either Double Cuff Case x1, or Single Cuff Case x2
- 1 Duty Belt (black leather, basket-weave with silver snaps)
- 4 Belt Keepers (black leather, basket-weave with silver snaps)
- Radio Holder (black leather, basket-weave with silver snaps)
- Level-3 Retention Holster for Issued Duty Weapon (black leather, basket-weave w/ silver snaps)
- 1 Magazine Holder for 2 magazines for Issued Duty Weapon (black leather, basket-weave with silver snaps)
- 1 Glove Holder (for plastic gloves black leather basket-weave with silver snaps or Velcro)
- OC Holder, Mark 10 (black leather, basket-weave with silver snaps)
- Ballistic Vest (specially fitted)
- 1 Pair of Duty Boots (black leather, approved make)
- 1 Approved or Issued Flashlight, with black leather holder, batteries and/or charger
- 1 Issued Firearm, 2 Magazines, Duty Ammunition (On Completion of necessary training and certifications)

Additional Items Required for attendance at CJTC Corrections Officer Academy:

Blue sweatpants and sweatshirt

Blue athletic shorts

Two white t-shirts, with last name printed in all-caps, black lettering, front and back, at chest level

APPENDIX C EMPLOYEE BILL OF RIGHTS: INITIAL

- C.1 All employees covered by this agreement shall be entitled to the following procedural protection.
- C.2 In criminal matters an employee shall be afforded those constitutional rights available to any citizens.
- C.3 In matters relating to job performance, the following guidelines shall be followed:
- C.3.1 Before an interview the employee shall be informed of the nature of the matter in sufficient detail to reasonably apprise him of the matter;
- C.3.2 Any interrogation of an employee shall be at a reasonable hour preferably when the employee is on duty unless the urgent needs of the investigation dictate otherwise. Where practicable, interrogations shall be scheduled for the daytime;
- C.3.3 Any interview shall take place at the Jefferson County Sheriff's Department, except when impractical. The employee shall be afforded an opportunity and facilities to contact and consult privately with an attorney of his/her own choosing. A representative of the Association may be present during the interrogation:
- C.3.4 The questioning shall be reasonable in length and the employee shall be entitled to such reasonable intermissions as s/he shall request for personal necessities, meals, telephone calls and rest periods;
- C.3.5 The employee shall be interviewed in a professional manner and shall not be threatened with dismissal, transfer or other disciplinary punishment as a guise to attempt to obtain his/her resignation; and
- C.3.6 The Employer shall not require any employee covered by this Agreement to take or be subjected to a lie detector test as a condition of continued employment.
- C.4 Interrogation. The interrogation of any sworn personnel during the course of an investigation that could lead to formal disciplinary action shall be conducted under the following conditions. These procedures shall not apply to any routine, supervisory contact with an officer for the purpose of counseling, instruction, or verbal reprimand. Prior to the commencement of any formal disciplinary interview, the employee shall be advised as follows:

You are about to be questioned as part of an administrative investigation being conducted by the Jefferson County Sheriff's Office. You are hereby ordered to answer the questions that are put to you that relate to 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 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.

- C.4.1 Constitutional Rights or Privileges. When the investigation becomes in furtherance of the intent to prosecute for a criminal offense, the officer charged with or suspected of committing a criminal act shall be afforded the same constitutional rights or privileges or guarantees enjoyed by any person. This section shall not deprive the County of the right to pursue the investigation administratively under Section 2.2.
- C.5 Use of Force Employees involved in a "Use of Force" event shall, upon request, give a statement immediately following an event, including a "walk through" and "public safety statement" interview, designed and intended to enable a thorough and efficient processing of the scene for evidence and detailed interviews of all other witnesses.
- C.5.1 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 (72) hours after the incident. An employee subject to the use of deadly force investigation shall be advised of their rights to and shall be allowed to consult with a union representative prior to being required to give a detailed oral or any written statement about the use of force. This right to consult with a union representative shall not unduly delay the giving of a statement immediately following an event, including a "walk through" and "public safety statement" interview, designed and intended to enable a thorough and efficient processing of the scene for evidence and detailed interviews of all other witnesses.
- C.5.2 Any investigation of the event will be conducted with due regard to the sensitivity for the deputy's emotional state following the traumatic incident, and investigators will ensure that formal interview statements and written reports directly from deputies engaged in the use of deadly force are obtained when the deputy concerned has confidence in his/her ability to process and recall but not more than 72 hours after the event.
- C.5.3 Nothing in this article, however, shall be construed as compelling a deputy to provide a statement or prepare a response. Whether the deputy is ordered to do so will depend upon the circumstances of the situation, including whether the deputy is subject of a criminal investigation, and whether the deputy has requested and granted a Garrity waiver.
- C.5.4 Nothing in Section C.5 shall preclude a Deputy from making a voluntary statement at any time.

APPENDIX D ASSOCIATION AUTHORIZATION

FORM FOR VOLUNTARY ASSIGNMENT OF ASSOCIATION DUES:

I, (Print Name)
hereby authorize Jefferson County to deduct my voluntary Labor Committee Dues or Fees in the amount certified by letter from time to time by the Bargaining Committee Chair from my monthly pay, and to deliver that amount aggregated with other Bargaining Unit employees' dues/fees deductions in a single check or warrant within ten (10) days of the deduction occurring each month. Remittance shall be addressed to: JCSOUSS Labor Committee, Jefferson County Lodge #31, PO Box 987, Chimacum, WA 98325
Such deduction shall continue month to month during my employment in the Bargaining Unit until such deduction is revoked in writing by the undersigned or I shall no longer be employed in the Bargaining Unit.
Date:
Signature: x

APPENDIX E – PERSONAL TIME OFF (PTO)

Effective the first January following ratification of this Agreement, Article 16 Vacations and Article 17 Sick Leave shall be void and all employees shall have Personal Time Off (PTO). PTO shall be implemented as outlined below:

Section 1 - Personal Time Off (PTO)

The personal leave benefit system is an alternative leave accrual system for employees to use for vacation, illness or injury, and personal business. It combines the standard paid leave accrual system (i.e. vacation, sick leave) into one flexible, personal time-off system. Employees will be eligible to earn and use PTO as described in this policy.

Section 2 - Purpose

The PTO system is established to provide greater flexibility to employees in managing their time off benefits and to allow greater accumulation of paid time off.

Section 3 - Affected Parties

All regular full time and part time Sheriff's Department employees under this Agreement shall be enrolled in this personal time off benefit (PTO) system.

Section 4 - Accrual

The amount of PTO an employee receives each year increases with the length of their employment as shown in the following schedule:

Completed Months of Employment	* PTO Yearly Accrual Maximum Hours /(days)	Maximum hours earned per straight time hour of employment. (PTO is earned hourly and posted monthly.)	PTO Bank Maximum Hours/(days)
0 thru 35	168/(21)	0.0808	280/(35)
36 thru 59	192/(24)	0.0923	320/(40)
60 thru 119	216/(27)	0.1038	360/(45)
120 thru 179	240/(30)	0.1154	400/(50)
180 thru 239	264/(33)	0.1269	440/(55)
240 thru 299	264/(33)	0.1269	480/(60)
300+	264/(33)	0.1269	520/(65)

 ^{*} Calculated based on a standard scheduled work week of 40 hours, maximum 2,080 hours yearly.

Employees working less than full time will accrue PTO on a prorated basis based on hours worked.

All employees shall receive two (2) floater PTO day of 8 hours each January 1st of the calendar year. The floater PTO day must be used during the calendar year and cannot be carried over to the next year. For an employee working less than full time, amount of floater PTO will be based on FTE.

Section 5 - Procedures

5.1 - PTO Use and Minimum Increment

PTO shall be used for all authorized leave provisions pursuant to the Collective Bargaining Agreement (CBA).

5.2 Time Off Selection

Seniority order shall prevail for all employee time-off selections made during the "time-off selection period" September 1, through December 31 for time-off in the next calendar year. PTO time not selected during the PTO selection period is subject to forfeiture as provided below.

- 5.2.1 All time off applied for after the time-off selection period will be on a space available basis.
- 5.3 All time-off (including unpaid time off) is to be selected as follows. Time-off may be taken at any time during the year with the welfare of the job being the determining factor. Time off selection shall occur independently within each work assignment (for example, the Jail's time off selection is separate from the Civil Unit's time off selection).
 - The Sheriff shall post for selection available weeks for employees in each work assignment. Some weeks or days may be unavailable for selection due to anticipated staffing needs.
 - 2. There shall be three rounds of vacation selection.
 - 3. The first-round employees, by seniority, shall choose their time off from available weeks in one (1) contiguous period to be selected in round one.
 - 4. The second-round employee, by seniority, shall choose their time off from available weeks in one (1) contiguous period to be selected in round two.
 - 5. The third-round employees, by seniority, shall choose the remainder of their eligible time off on a multiple day or single day off basis but not more than one day of which shall be a holiday.
 - 6. For purposes of accounting for days used during the calendar year the order of "burn-off" shall be: AAL Holidays (for employees using § 15.1), regular PTO (Appendix E), Sick Leave, Catastrophic Sick Leave Bank and then scheduled unpaid time off.
 - 7. Employees may split their vacation/PTO into as many parts as is mutually agreed upon between the employee and the supervisor and no third party shall enter into or influence this decision.
 - 5.4 Accumulated PTO time not selected/scheduled during the PTO selection period and in excess of the PTO Bank Maximum Hours (days) in Section 4 above shall automatically be placed in the employee's Catastrophic Sick Leave Bank on April 1 of each year.

- 5.4.1 If unable to take scheduled leave because of employer-required workload, such scheduled but later denied and unused leave days may be carried into the next calendar year. This excess carryover leave must be used within the first three (3) months of the following year, or it will be paid in cash, unless it is again denied because of workload; whereupon, at the employee's option, the use of denied days shall be extended until July before they are cashed out. The inability of the employer to allow the employee to take PTO leave shall be documented by the Sheriff at the time of such denial and be forwarded to the Payroll Division of the Auditor's Office.
- 5.5 PTO/Leave requests for PTO not scheduled during the PTO selection period shall be submitted fourteen (14) days in advance and be signed by management then returned to Employee within five (5) days or will be deemed approved unless later denied and paid per §5.4.1. This section shall not preclude the approval of a request of less than fourteen (14) days advance submission.
- 5.6 Employees who transfer from one department to another shall retain their original hire date for purposes of annual PTO eligibility.
- 5.7 Light Duty
 - 1. Light Duty shall be for the purpose of temporary assignment while a disabled employee becomes able to resume full duties.
 - 2. Light duty assignments, if granted by the Sheriff, will be determined by the Sheriff, with concurrence of the employee's physician. The Employer shall give a letter of request to the physician of the duties to be performed on light duty so the physician may verify to the Employer what duties the Employee may or may not perform. It is the intention of the parties that light duty would be granted if an assignment is cost effective for the County as determined by the Sheriff as to availability and the County Risk Manager as to cost effectiveness.
- 5.8 The County may administer PTO to meet the requirements of the Washington Sick-Leave law provided employees do not receive a benefit that is less than as provided in this CBA.
- 5.9 PTO Banking and Cash Out

The employee may bank and carry forward any accrued PTO up to the Maximum PTO Bank (see the schedule in the table in Section 4). Upon separation of employment for any reason, the employee will be cashed out for unused PTO not to exceed the PTO maximum pursuant to the table in Section 4, except that in the event an employee's accrued PTO balance exceeds the Maximum PTO Bank due to extenuating circumstances, an employee may submit to the Sheriff a written request to be cashed out for the excess PTO, with a statement documenting the extenuating circumstances. If all or a portion of the request is recommended for approval by the Sheriff, the request and the Sheriff's written recommendation will then be submitted to the County Administrator for possible approval. In no event shall the PTO cash out exceed the sum of the PTO Bank Maximum plus the PTO Yearly Accrual Maximum, both as listed in the table in Section 4.

5.9.1 An employee who, except for an emergency (defined as an unforeseeable event), fails to provide a two (2) weeks advance notification of intent to resign shall

forfeit rights to two (2) weeks of currently accrued PTO. The two (2) week notice may be waived by the County Administrator or designee.

5.10 - PTO Catastrophic Sick Leave Bank

Accrued PTO shall be credited to the employee's PTO bank up to the maximum allowed. Unless the employee has excess accrued vacation/PTO carry over pursuant to Section 5.4, any accrued PTO which exceeds this authorized bank limit will be credited to the employee's Catastrophic Sick Leave Bank. When the employee uses accrued PTO and brings the available amount below the maximum cap pursuant to the table in Section 4, accrual to the PTO bank will begin again.

5.11 - PTO Catastrophic Sick Leave Bank Usage

An employee's Catastrophic Sick Leave Bank shall only be accessible to the employee accruing the bank, and access shall only be allowed when all other paid leave, compensatory time or other Employer provided financial benefits are exhausted.

- Maximum Accrual The maximum accrual in the employee's catastrophic sick leave bank is 960 hours (120 days.)
- County Sick Leave Bank Days accrued in the employee's catastrophic sick leave bank may be donated to the County Sick Leave Bank per Resolution 79-94.
- Separation from Employment: Upon separation from employment any accrual left in the employee's catastrophic sick leave bank is forfeited.

5.12- PTO Cash Out

PTO is paid at the employee's base pay rate (computed as an hourly rate) at the time of use or cash out, consistent with Section 5.9 - PTO Banking and Cash Out, above.

5.13 - PTO Use During Illness or Injury or Workplace Injury

The use of PTO due to illness, injury or workplace injury shall follow the sick leave provisions of the CBA and the Jefferson County Personnel Administration Manual Chapter 6, Section 3.0 Personal Time Off (PTO).

5.14 - Conversion from Standard Paid Leave Accrual System to PTO

When an employee converts to the PTO System their paid leave balances will be handled as follows:

- 5.14.1 <u>Unused Sick Leave</u>: Any sick leave an employee accrued under the standard sick leave system before enrolling in the PTO system will be banked in a separate Sick Leave account for the employee's benefit. When an employee is sick they may use their accrued PTO or their unused sick leave in their sick leave bank. Sick leave shall be used as follows:
- **a.** To receive sick leave, an employee must be sick or disabled or have a scheduled health care appointment or meet any other qualifying reason under Washington State Paid Sick Leave Law.
- **b.** Upon request by the Sheriff or designee, an employee must be able to furnish proof, including documentation from the attending health care provider. Falsification or misuse of sick leave shall be grounds for disciplinary action.

- c. Sick leave is appropriate for illness or disability caused or contributed to by pregnancy, miscarriage, abortion, childbirth, adoption, and recovery there from. Accrued sick leave is appropriate to care for a family member with a health condition that requires treatment and/or supervision. (RCW 49.12) Other appropriate uses include for minor children, child care when school or daycare is closed by order of the Board of Health or a Public Health Officer, and an absence that qualifies for leave under the Domestic Violence Leave Act, Chapter 49.76 RCW. Accrued sick leave, not leave of absence must be used for illness, injury, or disability.
- e. Sick leave is not appropriate and will not be authorized for death in the employee's family.
- **f.** The County will make the following payment for sick leave:
 - 1. Upon an employee's death, the employee's estate shall be paid twenty-five percent (25%) of such accumulated sick leave.
 - 2. Upon disability or retirement, the employee shall be paid twenty-five percent (25%) of such accumulated sick leave.
 - 3.If employment is terminated other than by death, disability, or retirement, no portion of such accumulated sick leave shall be paid. There is no cash out if an employee resigns or leaves employment with the County.
- g. Sick leave benefits shall apply only to bona-fide cases of sickness and accidents. An employee who is collecting Workers Compensation time loss benefits shall not receive sick leave benefits as provided herein, provided, however, if such Workers Compensation time loss benefits are less than the amount the sick leave benefits provide herein for such period, such employee may receive sick benefits in addition to such Workers Compensation temporary disability benefits in an amount sufficient to equal the amount of sick benefits they would have otherwise received as provided.
- **h.** The employee will use the Sick Leave designation on their time sheet if the time is to be taken from their sick leave bank.
- <u>5.14.2 Unused Vacation Leave</u>: Any vacation leave an employee accrued under the standard system will be converted to PTO when the employee enters the PTO system.

5.15 - PTO for Current Employees

Once an employee enters the PTO system the employee will not be authorized to return to the standard paid leave accrual/use system unless the PTO system is no longer offered.

5.16 PTO for New Employees

The PTO system shall be applied to all new employees hired.

5.17 PTO for Probationary Employees

For the first twelve months of any Trial Period, an Employee, regardless of seniority, will continue to accrue PTO leave, and will be permitted to take up to two weeks of accrued PTO leave with approval of the Sheriff or Designee. EXCEPT that Employees who have already successfully completed a trial period in one classification, but transfer to another classification and trigger a new trial period, shall be entitled to any paid leave that was authorized and scheduled prior

to their transfer. An entry-level Employee new to bargaining unit will only be able to use PTO leave during their trial period with permission of the Sheriff, or designee, under special circumstances.

Section 6 - Responsibilities

Employees under the PTO System will be responsible for managing the use of their PTO accrual to ensure that they have paid leave time available for all appropriate time off uses. Employees will need to be mindful of their PTO balance to assure that they have a balance available to cover traditional sick leave uses including their own illness/injury, medical or dental care, as well as the same uses for their dependents and employee's immediate family member, which includes, spouse, parent, child (including adult child), siblings, in-law parents, in-law siblings, domestic partners or anyone who is financially dependent upon a public official or employee.

Section 7 - Provisions of Chapter 6, Section 5.0 and 6.5 Apply

All of the provisions of the currently adopted Chapter 6, Section 5.0 and Section 6.5 of the Personnel Manual or any future version of these sections that is adopted by the County regarding the use of accrued sick leave and Family Medical Leave, shall apply to the use of PTO when it is used for illness, injury or medical reasons.

- 7.1 PTO Designated as Family Medical Leave (FMLA): Employees and their Supervisors must identify and report in a timely manner the nature of the use of any PTO hours to be designated as FMLA for a qualified illness, injury, maternity leave, or other qualified use.
- 7.2 Time Sheets: The designation of 202 will be used for time to be used from a PTO Bank and the designation of 242 will be used for time that is eligible to be Family Medical Leave (FMLA) on County time sheets.

Section 8 - Catastrophic Sick Leave Bank Balances

When an employee's accrued PTO hours reach the maximum allowed, further accrual will be credited to the employee's Catastrophic Sick Leave Bank at the end of each year, unless carry over has been granted pursuant to Section 5.4. The Payroll Services Manager in the Auditor's Office will be responsible for oversight of the accrual, use, and tracking all individual employee Catastrophic Sick Leave Bank balances.

Section 9 – Application and Interpretation of this Appendix C – Personal Time Off (PTO) Whenever there is a need to interpret Appendix C – Personal Time Off (PTO) the policy and procedures adhered to under the Jefferson County Personnel Administration Manual shall be the determining factor.

JEFFERSON COUNTY BOARD OF COUNTY COMMISSIONERS AGENDA REQUEST

TO:

Board of County Commissioners

FROM:

Mark McCauley, County Administrator

Sarah Melancon, Human Resources Director

DATE:

August 12, 2024

SUBJECT:

AGREEMENT and SUBSCRIPTION AGREEMENT re: Collective Bargaining Agreement for Jefferson County Sheriff's Office Uniformed Support Services; August 1, 2024 through December 31, 2027; Fraternal Order of Police (FOP) – Jefferson County

Sheriff's Office Uniformed Support Services (JCSOUSS)

STATEMENT OF ISSUE:

Contract negotiations with FOP/JCSOUSS for the Collective Bargaining Agreement covering Jefferson County Sheriff's Office Uniformed Support Services was initiated early to address recruitment, hiring and retention with Corrections Staff. The current contract expires December 31, 2024. A new Agreement was negotiated with the FOP/JCSOUSS covering the term August 1, 2024 through December 31, 2027.

ANALYSIS:

As a result of negotiations with the FOP/JCSOUSS Union, the attached agreement was ratified on July 25, 2024 by employees represented by FOP/JCSOUSS.

FISCAL IMPACT:

- Using the current 2024 wage scale, drop two steps and add two steps, with the same percentage difference between each step. Employees in dropped steps are placed in new step 1. Employees in old Steps three through six receive an additional step. The Anniversary date for the purpose of step increases will change to August 1.
- 12% general wage increase over three years, beginning January 1, 2025.
- Effective January 1, 2025, all employees move from Sick and Vacation to Personal Time Off (PTO).
- Two additional PTO floater days are provided each year effective January 1, 2024.
- Longevity pay: Employees shall receive the following annual longevity pay for completing the following years of service:
 - 30 years of employment \$2,600
 - 35 years of employment \$3,000
 - 40 years of employment \$3,400
 - 45 years of employment \$3,800
- Increase annual Uniform Allowance to \$1,000.
- Increase vacation carry over from 120 hours to 140 hours.
- Acting Sergeant Pay 5% premium for employee assigned Acting Sergeant.

RECOMMENDATION:

Approve and sign the Collective Bargaining Agreement.

REVIEWED BY:

Mark McCauley, County Administrator

8/9/24 Date

CONTRACT REVIEW FORM

Clear Form

(INSTRUCTIONS ARE ON THE NEXT PAGE)

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STEP 6: CONTRACTOR SIGNS

STEP 7: SUBMIT TO BOCC FOR APPROVAL