

# RESOLUTION 2025-764

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON

## IN THE MATTER OF THE 2026-2028 AGREEMENT BETWEEN BENTON COUNTY AND THE SHERIFF'S COMMAND GUILD

**WHEREAS**, negotiators for Benton County have negotiated and reached an agreement with the Sheriff's Command Guild for the 2026-2028 Collective Bargaining Agreement; **NOW THEREFORE**,

**BE IT RESOLVED**, the Benton County Commissioners approve the 2026-2028 Collective Bargaining Agreement between Benton County and the Sheriff's Command Guild as negotiated and are authorized to sign the same; and

**BE IT FURTHER RESOLVED**, that the Collective Bargaining Agreement is effective January 1, 2026, except as otherwise provided, and shall remain in effect until December 31, 2028.

Dated this 9th day of December, 2025.

DocuSigned by:  
*Jerome Selvin*  
7ED07669299E486...

Chair of the Board

DocuSigned by:  
*Michael Alvarez*  
D8C8F67E34874E4...

Chair Pro Tem

DocuSigned by:  
*Will McKay*  
135987D784E74CF...

Commissioner

Constituting the Board of Commissioners  
of Benton County, Washington

Attest..... DocuSigned by:  
*Amanda Pearson*  
34825A075E934CE.....

Clerk of the Board

**2026-2028 AGREEMENT**

**Between**

**BENTON COUNTY and the BENTON COUNTY SHERIFF'S OFFICE**

**And**

**The BENTON COUNTY SHERIFF'S COMMAND GUILD**

**Representing**

**COMMISSIONED PATROL COMMANDERS AND COMMUNITY SERVICES LIEUTENANTS**

Cc: Benton County Sheriff's Command Guild  
Prosecuting Attorney's Office  
Sheriff's Office  
Commissioners' Office  
Human Resources  
Payroll

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**PREAMBLE**

**THIS AGREEMENT** is entered into by and between Benton County and the Benton County Sheriff's Office, hereinafter referred to as County or Employer, and the Benton County Sheriff's Command Guild, representing all fully commissioned uniformed Commissioned Patrol Commanders and Community Services Lieutenants, herein after referred to as Guild.

**ARTICLE 1 – CONSIDERATION**

The consideration for this binding Agreement is the covenants mutually bargained and agreed to by the parties as expressed herein.

**ARTICLE 2 – CONDITIONS AND DURATION OF AGREEMENT**

This Agreement shall be in full force and effect for the period commencing on January 1, 2026, except as otherwise provided, and terminating on December 31, 2028. It is further understood and agreed that all expenditures or compensation to be paid employees in accordance with this Agreement must first meet the requirements and procedures required by law.

**ARTICLE 3 – NEGOTIATIONS**

- 3.1 Either party to this Agreement may select for itself such negotiator or negotiators for purposes of carrying on conferences and negotiations under the provisions of law, as such party may determine. No consent from either party shall be required in order to name such negotiator or negotiators.
- 3.2 Attendance at Bargaining: No more than two employees shall be permitted to attend negotiating sessions with the County without loss of pay for the purpose of securing a Collective Bargaining Agreement renewal. Notice shall be given to the County at least 24 hours in advance of the anticipated absence and, if the employee is scheduled to be on-duty at the time of the negotiating session, the employee shall obtain prior approval from the Sheriff or designee for the absence. The parties agree that the absence will not be approved if it will result in back-filling with another employee. The dates, times and places for these negotiating sessions shall be established by mutual consent between the parties.
- 3.3 The parties agree to commence negotiations for a successor collective bargaining agreement approximately five months prior to the expiration date.

**ARTICLE 4 – SUBORDINATE TO STATUTES, ETC.**

- 4.1 This Agreement shall be subject and subordinate to statutes and the ordinances of the County, unless such ordinances or regulations are enacted *ex post facto* addressing the same issue that has already been negotiated by the parties and incorporated into this Agreement.

- 4.2 Upon written request by the Guild, the Employer will negotiate effects on wages, hours, and/or working conditions of Guild members that result from ordinances and/or regulations that are enacted after the execution of this Agreement, in accordance with the PECBA.

#### **ARTICLE 5 – RECOGNITION**

The County recognizes the Guild as the certified bargaining agent for the purposes of negotiating and establishing salaries, wages, hours and working conditions of employment for all fully commissioned uniformed Commissioned Patrol Commanders and Community Services Lieutenants, as defined in RCW 41.56.030(14), excluding the Sheriff, non-civil service appointments other than those referenced above, and all Civil Service positions.

#### **ARTICLE 6 – GUILD ACTIVITY**

- 6.1 No Guild meeting shall be held on County time unless the Sheriff or designee has given prior approval.
- 6.2 E-mail use: Use of the County’s E-mail System:
- A. The parties recognize that the County’s E-mail system is the sole property of the County and that use of that system is currently governed by the Benton County Electronic Mail Policy.
  - B. Certified Guild Officers and/or Representatives may use the County’s E-mail system to conduct Guild business for the limited purposes of:
    - i. Notifying Guild members of meetings and scheduling meetings (date, time, place and agenda); and
    - ii. Filing official correspondence with the County (*i.e.*, grievance documents, demand to bargain notices), which in the E-mail “subject” line will clearly be identified as such.
  - C. E-mail from the Guild to its members under this section may be read while on duty.
  - D. The parties recognize that misuse of the County’s E-mail system is considered a violation of policy and the parties agree that any violation of this limited exception for the use of the County’s E-mail system may result in discipline, up to and including termination.
- 6.3 From time-to-time, the Guild will certify to the County’s Human Resources Director or designee and the Sheriff or designee, an up-to-date list of Guild Officers and/or the

Bargaining Team.

- 6.4 **Information Requests:** When the Guild or an employee represented by the Guild makes an information request related to a pending PECBA matter, grievance and/or ULP, the Employer will provide the information requested by the Guild or employee to the Guild or employee within PECBA time frames and applicable authority unless mutual agreement is reached to provide the information at a different time. The Employer shall not charge the Guild or employee when the cost of the information requested is less than \$20.00. The \$20.00 threshold will be based upon the County's usual and customary public disclosure act fee and cost assessments. If the cost of the request is more than \$20.00 the Guild or employee may work with the County to reduce the information requested or the Guild or employee may choose to pay the actual cost for the information requested.

#### **ARTICLE 7 – DISBURSEMENTS FROM SALARIES**

**Pay Day:** The salaries of employees shall be paid bi-weekly, 26 paychecks per year, via direct deposit. Implementation of a different payroll date will be preceded by a 30-day written notice to the Guild and the employees. Upon written request by the Guild, the Employer will negotiate the effects on wages, hours, and/or working conditions of Guild members.

#### **ARTICLE 8 - MANAGEMENT RIGHTS**

- 8.1 The Guild recognizes the prerogative of the Employer to operate and manage its affairs in all respects in accordance with its responsibilities, lawful powers and legal authority except as limited by the terms of this Agreement. All matters not expressly or clearly covered by the language of this Agreement or by state law shall be administered for the duration of this Agreement by the Employer as the Employer from time-to-time may determine the affairs and prerogatives of the Employer which the Employer shall decide and implement include, but are not limited to, the following matters:
- A. The right to operate and manage all staff, facilities, and equipment.
  - B. The right to establish the mission, strategic direction, service levels, and resource requirements for all operations and services.
  - C. The right to establish and institute any and all lawful work rules, policies, and procedures, upon reasonable written notice to bargaining unit members and the Guild. The Employer has the right to develop, adopt, amend, administer, and enforce work rules, policies, and procedures that cover matters not specifically described in this Agreement, so long as such rules and policies have been bargained with the Guild to the extent required by the PECBA. Further, the Employer has the right to make changes to personnel rules and policies, so long as such rules and policies have been bargained with the Guild to the extent required by the PECBA. All employees shall abide by said changes. Written

personnel rules, policies, and procedures will be distributed and provided to affected employees and to the Guild.

- D. The right to schedule all work, and the methods and processes by which said work is to be performed in a manner most advantageous to the Employer and consistent with the requirements of the public interest.
- E. The right to hire, transfer, discipline and discharge, lay off, recall, or promote employees.
- F. The right to determine the need for additional training of employees (e.g., educational courses, training programs, on-the-job training, and/or class training) and to assign employees to such training for periods to be determined by the Employer.
- G. The right to determine the size and composition of the work force and to assign employees to work locations.
- H. The right to determine what law enforcement duties shall be performed by various Sheriff Personnel.
- I. The parties understand duties assigned by the Sheriff or designee shall be performed when requested.
- J. The right to take any and all types of actions as may be determined by Management to be necessary in the event of emergencies. The Employer shall determine whether or not an emergency exists. An emergency shall be a sudden or unexpected happening or situation that calls for action without delay.
- K. The right to close, relocate, reorganize, combine, or eliminate an office, branch, operation, or facility.
- L. The right to determine utilization of technology.
- M. Employer shall not be held liable or responsible to the Guild, nor deemed to have defaulted under or breached this Agreement for failure or delay in fulfilling or performing any obligation under this Agreement when such failure or delay is caused by, due to, or as a result of, causes beyond the reasonable control of Employer, from causes beyond the reasonable control of Employer, including but not limited to pandemics or acts of God and/or related governmental shutdown: provided however, that the Employer shall use reasonable efforts to avoid or remove such causes of nonperformance, and shall continue performance hereunder with reasonable dispatch whenever such causes are removed.

Employer shall provide the Guild with prompt written notice of any delay or failure to perform that occurs by reason of force majeure.

- 8.2 Nothing in this Agreement shall be interpreted to detract or circumscribe the trust placed in the elected officials, in this case, the Board of Benton County Commissioners and the Sheriff of Benton County, and the rights and obligations owed thereby to the electorate.
- 8.3 With respect to the Management Rights set forth in this Article, the Employer's failure to exercise any right, prerogative, or function shall not be considered a waiver of the Employer's right to exercise such right, prerogative, or function provided that doing so is not in conflict with the express provisions of this Agreement.

### **ARTICLE 9 – EMPLOYEE RIGHTS**

- 9.1 An employee or the Guild President or designee shall have the right upon request to inspect a Guild-represented employee's personnel file in the presence of a department/office representative at a reasonable time during the workday and said request shall be granted not later than two days after the request. No material referring to the employee's performance shall be placed in the file without the employee's signature acknowledging receipt and the opportunity to attach their comments. A copy of any entry to their file will be given to the employee.
- A. When a Guild-represented employee has not given written authorization for the Guild to access their personnel file, the Guild shall be provided access to such file to the extent provided by law.
- B. A "personnel file" located in the Sheriff's Office shall be defined as any file pertaining to the bargaining unit member's employment status, work history, training, disciplinary records, or other personnel related matters relating to the officer. Certain portions of the personnel file may be exempt from public release under the Washington Public Records Act. Medical files shall be kept in a separate locked confidential file from the Employee's personnel file, but the Employee shall have access to that file during normal working hours.
- C. The Employer will promptly notify an Employee upon receipt of a court order, subpoena, or a public disclosure request for information in the Employee's Sheriff's Office personnel file. The Employer will also provide at least 72 hours' notice before releasing any requested documents, provided however, that in the event the County is required to respond to a subpoena or other court order in a time frame less than 72 hours, it will provide prompt notice of its response date. The Employer will allow the Employee and the Guild the fullest possible opportunity to legally object to disclosures without delaying the Employer's legal requirements to disclose.

- 9.2 The off-duty activities of an employee shall not be cause for disciplinary action unless said activity is detrimental to the employee's work performance.
- 9.3 Employees may report what they believe to be an unsafe or unhealthy working condition to Management for investigation.
- 9.4 Body Worn Camera (BWC) and In Car Camera System (ICCS): In the normal course of managing personnel, processes, and department standards, members of the Guild are authorized to view all available BWC or ICCS footage.
- 9.5 Work Rules: Employees shall comply with all existing reasonable rules that are not in conflict with the express terms of this Agreement. The Sheriff will follow the existing and future Benton County Anti-Harassment policy, the Guild agrees to waive the right, if any, to bargain changes.
- 9.6 The County and the Sheriff recognize, under the terms of the Agreement, the rights of employees concerning freedom of political association, expression, and other rights contained in RCW 41.06.250 and further recognize the right of employees to be free from Employer requests or requirements of political association, expression and support contained in RCW 41.14.190.

#### **ARTICLE 10 – GUILD SECURITY**

- 10.1 Fee Processing: The Employer agrees to deduct and forward to the Guild, on a monthly basis, the amount of dues, initiation fee and/or transfer fee, designated by the Guild and certified by the Secretary of the Guild, from the wages of the employees who have authorized such deductions in writing. The Guild agrees to notify the Employer at least 30 days in advance of any increase in Guild dues. The Guild agrees to indemnify and hold harmless the Employer from all claims stemming from the administration of this Article.  
  
The County will make the Guild aware of any leave without pay, new employee, transferred employee, demoted, separated employee, promoted, or like circumstances affecting Guild membership numbers (or ability to pay dues).
- 10.2 EFT: If and when the County provides for electronic funds transfer (EFT) for Accounts Payable, then at the Guild's option the County will transmit dues by EFT to a Guild designated financial account.
- 10.3 Revocation: An employee make revoke their authorization for payroll deduction of payments to the Guild by written notice to the Employer. Every effort will be made to end the deduction effective on the first payroll, but not later than the second payroll, after the Employer's receipt of the employee's written notice.
- 10.4 Indemnification: The Guild agrees to indemnify and save the Employer harmless against

any liability which may arise by reason of any action taken by the Employer to comply with the provisions of this Article, including reimbursement for any legal fees, costs and/or expenses incurred in connection with such action. The Employer will promptly notify the Guild in writing of any claim, demand, suit or other form of liability asserted against it relating to its implementation of this Article.

**ARTICLE 11 – NO STRIKE AND NO LOCKOUT**

- 11.1 Neither the Guild nor the employees shall cause, condone or participate in any strike or work stoppage, slow-down or other interference with Employer functions by employees under this Agreement, and should same occur, the Guild agrees to take appropriate steps to end such interference.
- 11.2 County employees who engage in any of the above-referenced activities shall not be entitled to any pay and/or benefits during the period in which they are engaged in such activity. Employees covered by this Agreement who engaged in any of the foregoing actions shall be subject to disciplinary action as may be determined by the Employer, up to and including termination.
- 11.3 No lockouts of employees will be instituted by the Employer during the term of this Agreement.
- 11.4 The Employer may seek relief in Superior Court inclusive of injunctive relief and/or damages.

**ARTICLE 12 – POLITICAL ACTIVITY**

Employees of the Sheriff's Office subject to this Agreement shall be governed by the Revised Code of Washington.

**ARTICLE 13 – SAVINGS CLAUSE**

If any Article or Section of this Agreement or any addendum thereto should be held invalid by operation of law or by any court of competent jurisdiction, or if compliance with or enforcement of any Article or Section should be restrained by such court, the remainder of this Agreement and Addendum shall not be affected thereby. Upon the issuance of such a decision, the parties agree to immediately to negotiate a substitute, if possible, for the invalidated section or portion thereof.

**ARTICLE 14 – ENTIRE AGREEMENT**

The terms of this Agreement, including all Appendices, constitute the entire Agreement between the parties and no verbal statements shall supersede any of its provisions.

**ARTICLE 15 - VACATIONS**

15.1 The employees in the bargaining unit will accrue vacation at the following rates based on the employee’s length of service with Benton County:

<u>Years of Service</u>	<u>Per Period Vacation Accrual</u>
1 through 5	5.75
6 through 10	7.00
11 through 15	7.75
15 and over	8.50

Employees employed in bargaining unit positions on December 31, 2025 will receive credit for their total years of Benton County service for the purposes of vacation accrual.

15.2 Accrual. Accruals are based on the employee’s length of continuous service as of the date of the accrual, in accordance with the above schedule. Vacation hours are accrued on each payday as long as the employee has at least 40 hours worked (inclusive of all County paid leave time). “Continuous service” shall include time on paid leave status.

15.3 Use. The employee must request and receive prior approval by the Employer before the employee can use accrued annual leave. Accrued hours may be used as they are accrued.

15.4 Voluntary Annual Cashout. An employee is eligible to cash out 30, 60, or 90 hours of vacation leave (at the employee's option), if the employee has used a minimum of 60 hours of vacation leave since January 1st of the current calendar year, through October of that year.

15.5 Carryover Cap. As of December 31 of each year, accumulated vacation leave may not exceed a total of 280 hours. Any excess hours will be forfeited. Employees whose vacation leave balance exceeds the maximum carryover shall have their balance reduced to 280 hours effective January 1 of the subsequent year.

Hours in excess of 280 hours have no cash out value and shall be forfeit upon separation of employment, in accordance with Article 15.6.

15.6 Payment Upon Separation. Only regular full-time employees who have completed six months of service or regular part-time employees who have completed 1,040 hours of service shall upon separation from Benton County for any reason, be allowed to cash out the employee's accumulated annual leave balance but not to exceed 280 hours into the employee’s VEBA account provided that in the case of voluntary separation (including retirement), that the employee give at least 14 calendar days’ notice.

15.7 Vacation time for employees will be arranged on such schedules which will least interfere

with the functions of the Sheriff's Office. Vacation schedules may be sequential with employees' scheduled days off.

- 15.8 Prior to being hired, the Sheriff or designee may, with the approval of the Board of Commissioners, allow a lateral employee with six or more years of prior law enforcement experience to start accruing vacation equivalent to an employee who has six continuous years with the County.

#### **ARTICLE 16 - SICK LEAVE**

- 16.1 Accrual. Full-time employees shall accrue sick leave at a rate of 3.75 hours per pay period. Sick leave hours are accrued on each payday as long as the employee has at least 40 hours worked (inclusive of County paid leave time) in the pay period.
- 16.2 Carryover Cap. As of December 31 of each year, accumulated sick leave may not exceed a total of 1,040 hours. Any excess will be forfeited. Employees whose sick leave balance exceeds the maximum carryover shall have their balance reduced to 1,040 hours effective January 1 of the subsequent year.
- 16.3 Sick leave with pay may be used for the following reasons:
- A. An employee's mental or physical illness, injury, health condition, or need for preventive care.
  - B. To care for a family member with an illness, injury, health condition, or need for preventive medical care.
  - C. Closure of the employee's workplace or child's school/place of care by order of a public official for any health-related reason or after declaration of emergency by a local, state, or federal government agency.
  - D. If the employee or family member is a victim of domestic violence, sexual assault, or stalking.
  - E. To allow the employee to prepare for, or participate in, any judicial or administrative immigration proceeding involving the employee or employee's family member.
  - F. Bereavement Leave: For death of a family member as defined in Section 16.4, 40 hours maximum per death. The bereavement leave must be used within six (6) months of the death; or
  - G. For death of a friend or relative not meeting the definition of family in Section

16.4, eight hours maximum per death, to be used on the day of the death, on the day of the funeral, or on the day of the memorial service.

When practical, sickness shall be reported to the Sheriff's Office at the beginning of any period of sick leave prior to the beginning work hour. Upon return to work the employee shall submit the appropriate leave request for the leave time. Any employee who is off work due to illness in excess of three workdays may be required to provide a Health Care Provider's (HCP's) verification of the illness as well as their HCP's approval to return to work.

If the Sheriff's Office has reason to believe that an employee returning to work after the use of sick leave may be unfit for duty, then prior to being eligible to return to work, the employee may be required by the Sheriff's Office to provide an HCP's statement explaining that the employee is capable of performing all job duties contained in the job description and that the employee is capable of performing those duties at normal levels of efficiency, or otherwise indicating the employee's work restrictions.

- 16.4 Family member is defined as a child, parent, spouse, registered domestic partner, grandparent, grandchild, sibling, or any individual who regularly resides in the employee's home where the relationship creates an expectation of care.
- A. Child: Biological, adopted, or foster child, or a child to whom the employee stands in loco parentis, is a legal guardian, or is a de facto parent.
  - B. Parent: Biological, adoptive, de facto, or foster parent, stepparent, or legal guardian or an employee or the employee's spouse or registered domestic partner, or a person who stood in loco parentis when the employee was a minor child.
- 16.5 Payment at Separation. Employees will be paid for 25% of unused sick leave at voluntary resignation, including retirement, into the employee's VEBA Trust Account, up to 1,040 hours, provided that the employee has provided at least 14 calendar days' notice of separation.
- 16.6 Family and Medical Leave. The County shall provide Family and Medical Leave to employees in accordance with the federal Family Medical Leave Act (FMLA), other applicable laws and regulations, and the Benton County Family and Medical Leave Policy and policies that have been effects bargained with the Guild, if requested by the Guild. This Article does not modify the language in Article 24 - Compensable (On-The-Job Injuries).

**ARTICLE 17 - HOLIDAYS**

17.1 The following are County recognized holidays with pay:

New Year's Day	January 1st
Martin Luther	3 <sup>rd</sup> Monday in January
President's Day	3 <sup>rd</sup> Monday in February
Memorial Day	Last Monday in May
Juneteenth	June 19 <sup>th</sup>
Independence Day	July 4 <sup>th</sup>
Labor Day	1 <sup>st</sup> Monday in September
Veterans Day	November 11 <sup>th</sup>
Thanksgiving Day	4 <sup>th</sup> Thursday in November
Day immediately following Thanksgiving	
Christmas Eve	December 24 <sup>th</sup>
Christmas Day	December 25 <sup>th</sup>
One Floating Holiday	At employee's choice and upon Supervisor's concurrence

17.2 Each employee is entitled to one floating holiday per calendar year after six months of employment. In order for the employee to use the one floating holiday, the employee must give the Employer sufficient notice so that the Employer can properly plan for continuity of service. A floating holiday does not occur until it has been requested in writing and approved in writing by the Employer. A floating holiday shall be deemed approved if not denied in writing within five calendar days of a written request. Employees may be granted the requested floating holiday off if minimum staffing requirements on a shift by shift basis are met as determined and at the discretion of the Employer. Such minimum staffing requirements shall be based upon the projected minimum staffing at the time of the written request. When such time off is workable it will be granted in order of seniority among those employees who so request the time off and will also depend on priorities of when employees request the time off. The floating holiday may be taken only in full and, if not scheduled for use or used by October 31st, it will be cashed out on the first paycheck in December.

17.3 If a holiday falls on a Saturday, it shall be observed on the preceding Friday. If a holiday falls on a Sunday, it shall be observed on the following Monday.

**ARTICLE 18 – PENSIONS AND RETIREMENT**

Employees shall participate in the State Employees Retirement Plan as set forth in applicable statutes.

## **ARTICLE 19 – MILITARY LEAVE, JURY DUTY**

- 19.1 **Military Leave.** Employees who are members of the Military Reserve or National Guard shall be granted leave for a period not exceeding 21 work-days during each federal fiscal year beginning October 1<sup>st</sup> and ending the following September 30<sup>th</sup>. Such leave shall be granted in order that the person may report for active duty, when called, or take part in active training duty in such manner and at such time as they may be ordered to active duty or active training duty. During the period of military leave, the employee shall receive their regular County pay in addition to any military pay the employee receives. This provision shall be subject to applicable State and Federal laws.
- 19.2 **Jury Duty.** An employee receiving a summons to report for jury duty shall notify the Sheriff or designee within three working days of receiving the summons. An employee shall be granted paid leave for attendance at jury duty. Each employee who performs jury duty shall be paid their regular County salary for each day the employee performs jury duty.

## **ARTICLE 20 - HOURS OF WORK**

- 20.1 The workdays(s) and shift(s) will be determined by the Sheriff or designee. The normal workday consists of a 24-hour period beginning at the start of the employee's work shift. An employee's work shift shall consist of eight, nine, 10, 10:40, or 12 consecutive hours.
- 20.2 The normal work week(s) will be determined by the Sheriff or designee.
- 20.3 The Sheriff or designee shall have the right to implement a work period consisting of a seven day work period, 14 day work period and/or 28 day work period.
- 20.4 Daily work shift hours will be established by the Sheriff or designee, as deemed in the best interest of the Employer. Employees assigned to work an eight, nine, 10:40, or 10 hour work shift will be allowed a 30 minute paid lunch. Employees assigned to work a 12 hour work shift will be allowed a 45 minute paid lunch. Employees are subject to call and remain on duty during lunch time.
- 20.5 The Sheriff or designee has the right to assign employees to particular shifts.
- A. Employees assigned 12 hour work shifts will have a normal work schedule consisting of working 13 12-hour work shifts per 28 day work period; and follow the section 20.7 below.
  - B. Employees assigned eight-hour work shifts will have a normal work schedule of five consecutive work shifts per seven day work period.
  - C. Employees assigned nine hour work shifts will have a normal work schedule of five

consecutive work shifts one week and four consecutive work shifts in the other week, per 14 day work period.

- D. Employees assigned to 10:40 shifts will work ten hour and forty-minute shifts, on a 28 day cycle, that repeats throughout the year. Three separate rotations will make up the 28 consecutive day cycle consisting of:
  - 5 days on duty, 4 days off duty, followed by
  - 5 days on duty, 4 days off duty, followed by
  - 5 days on duty, 5 days off duty.
- E. Employees assigned 10-hour work shifts will have a normal work schedule of four consecutive work shifts per seven day work period.

20.6 The Sheriff's Office will make every reasonable effort to ensure that an employee will not work more than 16 hours consecutively unless deemed necessary by the Sheriff or designee.

20.7 The Sheriff's Office will make every reasonable effort to ensure that an employee receives at least 14 calendar days' notice of a change to an employee's regular work schedule, unless mutually agreed upon with the employee to be sooner.

## **ARTICLE 21 - GRIEVANCE PROCEDURE**

### **21.1 Procedure.**

Any dispute concerning the application, interpretation or enforcement of this Agreement shall be resolved in the following manner and sequence:

#### **Step 1.**

Within 14 calendar days immediately following the date the employee or Guild had or should have had knowledge of the grievance, whichever date is earlier, the employee or the Guild shall make a good faith attempt to resolve the dispute informally with the Sheriff or designee. The Sheriff or designee shall attempt to resolve the dispute within 14 calendar days of their discussion with the employee/Guild and provide a written response to the parties.

#### **Step 2.**

If the grievance remains unresolved, the Guild or the employee, but not both, may present the grievance, in writing, to the Sheriff or designee within 14 calendar days immediately following the Step 1 response. At this and each subsequent step of the grievance procedure, the written grievance shall include:

- A. a statement of the grievance and the factual allegations upon which it is based;
- B. the section(s) of this Agreement alleged to have been violated;

- C. the remedy sought;
- D. the name of the individual(s) submitting the grievance.

Following receipt of the grievance, the Sheriff or designee may schedule a meeting to discuss the dispute with the grieving party prior to making a written response. The Sheriff or designee shall respond to the grievance in writing within 14 calendar days following receipt of the grievance.

A grievance filed by the Employer against the Guild must be initiated at Step 2, in written form, to the Guild President, within 14 calendar days after the Employer knew or reasonably should have known of the event giving rise to the grievance. Following receipt of the grievance, the Guild President may schedule a meeting to discuss the dispute with the Employer prior to making a written response. The Guild President shall respond in writing to the Employer within 14 calendar days after receipt of the grievance.

**Step 3.**

If the grievance is not resolved at Step 2 above and if either party wishes to pursue the grievance further, that party shall submit the grievance to arbitration by written notice to the other party within 14 calendar days following receipt of the previous grievance step response.

A. Selection of Arbitrator.

The parties may mutually agree upon an arbitrator. If the parties cannot agree, the party seeking arbitration shall submit a written request to the Washington Public Employment Relations Commission (PERC) for a list of 11 arbitrators. A copy of the grieving party's request shall be provided to the County's labor counsel. Upon receipt of the list, the parties shall meet or confer by telephone, and the non-grieving party shall elect to strike first or defer to the other party, and strikes shall thereafter be alternated until only one name remains. The remaining name shall be the arbitrator.

B. Limitations, Scope, and Power of Arbitrator.

The arbitrator shall have no power to modify, add to or subtract from the terms of this Agreement and shall be confined to the application, interpretation, and/or enforcement of this Agreement. The arbitrator shall consider and decide only the issue(s) raised at Step 1 or Step 2, as determined by the Step where the grievance was first initiated.

In conducting the hearing, the arbitrator shall have the power to administer oaths, issue subpoenas, receive relevant evidence, compel the production of books and

papers relevant to the hearing, and question witnesses.

The arbitrator will retain jurisdiction of the grievance until such time as the award has been complied with in full.

C. Oral Closing Arguments/Written Closing Briefs.

Upon written mutual agreement of the parties, and at the conclusion of the evidentiary portion of the arbitration, the parties may agree to oral closing arguments in lieu of written closing briefs. If the parties mutually agree to oral closing arguments, the parties may also mutually agree, in writing to have the arbitrator issue an oral bench decision. The oral bench decision shall be recorded and transcribed by the parties as the formal record of the arbitration. The arbitrator shall issue the oral bench decision within a reasonable time after the conclusion of the arbitration but within at least two hours of the conclusion of the arbitration hearing.

If the parties do not mutually agree to oral closing arguments in lieu of written closing briefs, each party has the option to submit a reply brief in response to other party's closing brief.

D. Attendance of Guild Representative and Witnesses.

The grievant and a Guild representative shall be permitted to attend meetings with the Employer, and hearings related to the grievance without loss of pay if such meetings and hearings occur during their respective duty periods. Employees who may be called as witnesses to the meetings and arbitration hearings shall also be permitted to testify at the hearings without loss of pay if the giving of testimony occurs during an employee's duty period. The names of any persons to be called as witnesses in the arbitration hearing shall, upon written request, be exchanged by the parties at least 48 hours prior to the hearing.

E. Award/Damages/Expenses.

The arbitrator's decision shall be in writing and shall be submitted to the parties within 30 calendar days following the close of the hearing. The arbitrator's decision shall be final and binding on the affected employee(s), the Guild, the Sheriff and the County, except that in the event that either party determines that the arbitration award was beyond the jurisdiction of the arbitrator, said award may be appealed to Superior Court. In the event such an appeal is taken, the arbitration award shall be implemented unless a stay of the award is granted by a court of competent jurisdiction.

Each party hereto shall pay the expenses of their own representatives, witnesses, and other costs associated with the presentation of their case, including their own attorney fees, as well as one-half the expenses and fees of the arbitrator.

Either party may request that a stenographic record of the hearing be made. The party requesting such record shall bear the cost thereof, provided, however, if the other party requests a copy, such cost to prepare the stenographic record, including without limitation, hearing costs, shall be shared equally.

F. Summary Judgment.

For grievance arbitration matters the parties may agree to submit a summary judgment motion to the arbitrator. The arbitrator may decide the matter and issue on order based upon the summary judgment written record, if the written record shows that there is no genuine issue as to any material fact and the moving party is entitled to judgment as a matter of law, in which case, the arbitrator will issue a detailed written decision and order.

21.2 Time Limits. All parties subject to these procedures shall be bound by the time limits contained herein. If the grieving party fails to respond or process the grievance within these time limits, the grievance shall be deemed waived and withdrawn with prejudice. If the non-grieving party, at any step, fails to respond within these time limits, the grievance shall advance to the next step. Upon mutual agreement, in writing, the parties may waive or adjust the time limits specified herein.

**ARTICLE 22 - TRAVEL**

It is necessary that employees whose usual duty station is in the Kennewick area be assigned duty at times in the Prosser area. It is also necessary at times that employees whose usual duty station is in the Prosser area be assigned duty in the Kennewick area. The Sheriff's Office will exert its best efforts to equalize such assignments between the employees and, except in emergency situations, will provide transportation in County vehicles for such assignments. Any employee required to be away from their home overnight in the performance of their work shall receive reasonable meal and lodging expense from the Employer. Upon mutual agreement between the traveling employee and the Sheriff or designee, adjustment may be utilized for hours outside of regular duty hours.

**ARTICLE 23 - MEDICAL, HOSPITAL, AND LIFE INSURANCE**

23.I Effective January 1, 2026, the Employer shall contribute \$\$1,247.60 per month which represents 100% of the cost of premiums for the following plans:

- A. United Employees Benefit Trust (UEBT) Medical Plan A6 (Composite);
- B. UEBT D8 Dental Plan;
- C. UEBT Vision 3 Plan;
- D. UEBT TL2 Time Loss Plan; and
- E. Standard Basic Life Insurance (Employee, Face Value \$24,000.00).

Effective January 1, 2027, the Employer agrees to pay up to five percent based on the 2026 baseline of \$1,247.60 per month. Any increases in UEBT premiums over the 2026 baseline between five and 10 percent shall be borne by the employee. Any increases in UEBT premiums over the 2026 baseline of 10 percent or more shall be split evenly between the Employer and the employee. In the event the premium is reduced, the Employer will reduce the contribution amount.

Effective January 1, 2028, the Employer agrees to pay up to five percent based on the 2027 baseline. Any increases in UEBT premiums over the 2027 baseline between five and 10 percent shall be borne by the employee. Any increases in UEBT premiums over the 2027 baseline of 10 percent or more shall be split evenly between the Employer and the employee. In the event the premium is reduced, the Employer will reduce the contribution amount.

Employees may select medical coverage through UEBT or an HMO plan administered by the Washington Counties' Insurance Fund (WCIF). Any additional amounts above the County's contribution necessary to pay insurance premiums shall be the sole responsibility of the employee and will be accomplished by payroll deduction.

- 23.2 For UEBT coverage, the employee is eligible if the employee is a regular full-time employee and had 40 compensable hours or more the previous calendar month. If the employee is a regular full-time employee and elects WCIF and is hired on the first of the month, coverage begins on the first of that month; if hired on the second through the thirty-first, coverage begins the first of the following month.
- 23.3 Except as otherwise required by law, the eligibility of an employee for insurance benefits terminates at the end of any month that the employee fails to meet the eligibility and enrollment requirements as set forth in this Agreement or the insurance provider's plan documents. If the employee has benefits with UEBT and had 40 or more compensable hours during the last calendar month of employment, coverage extends through the end of the month following termination. If the employee has WCIF benefits, coverage ends the last day of the calendar month in which employment terminated.
- 23.4 The Guild and/or the employees will indemnify and hold the Employer harmless from any and all claims made and against any and all suits instituted, against an insurance carrier regarding a disagreement with said carrier relating to a claim and/or coverage. Any and all disputes or disagreements and/or claims regarding insurance claims and/or coverage are not grievable by the Guild and the employees.

#### **ARTICLE 24 – COMPENSABLE (ON-THE-JOB) INJURIES**

- 24.1 An employee who suffers a compensable on-the-job injury resulting in their absence from work for 14 calendar days or more will be paid their regular County salary for the first three work-days of such absence less any time loss compensation which may be

applicable. An employee suffering a compensable on-the-job injury of less than 14 calendar days shall use their paid leave for the first three work-days of such absence less any time loss compensation which may be applicable.

If the employee qualifies for time loss payments, the employee shall have their accumulated paid leave applied, less the Employer's responsibility pursuant to RCW 41.04.510 ("paid leave" under this Article is sick leave, vacation leave, compensatory time). Upon receipt of a time loss payment, the employee may, within 30 days of receipt of the payment, remit the amount of the time loss payment to "buy back" any applied leave. During the absence of such employee, said employee will be considered as being "on leave of absence-compensable injury" and as such the County will continue to pay its portion of the insurance premium contributions while the employee is supplementing their time loss payments with accumulated leave or while on an FMLA leave. The County will continue to pay its portion of the insurance premium contribution for the employee for three months beyond exhaustion of paid leave. If the employee runs out of paid leave, then the employee will be responsible for paying the premiums either by payroll deduction or as determined by the Employer. While on workers' compensation, an employee's time loss pay will be administered through the Human Resources Department; however, employees must on a weekly basis keep their supervisor informed about their status and prognosis for return to work.

- 24.2 If an employee on leave of absence-compensable injury is required to appear in court, that employee shall receive pay at their regular rate of pay for the actual time worked. The employee's time-loss payment and applicable leave-bank deductions shall be adjusted to reflect the court time worked by the employee.
- 24.3 Crime Victim: If the employee's leave of absence - compensable injury results from being shot, stabbed or substantially injured by a weapon, in the course of employment, the employee's paid leave will not be used to offset the difference between time loss payments and the employee's full wages. The Employer will pay the full difference between the time loss payment and the employee's regular wages.

#### **ARTICLE 25 - USE OF DEADLY FORCE**

Use of Deadly Force Situations: Any time an incident occurs involving a use of deadly force against a person, the following will apply:

- A. When an Employee in the line of duty uses deadly force which results in the injury or death of a person, the Employee shall not be required to make a written or recorded statement for 72 hours after the incident, except that immediately following the incident the Employee shall verbally report to the appropriate authority a brief public safety statement relating to any information necessary to preserve the immediate safety of the public and fellow officers. The public safety statement should not be recorded by audio or video means.

- B. The Sheriff's Office will conduct a thorough and competent internal investigation of the incident. All completed reports, video evidence, audio evidence and findings from this investigation will be made available to the Guild upon request prior to any interview of the involved employee or employees. In the event the Sheriff's Office or outside investigators must preserve a chain of custody for weapon or weapons utilized in the incident, the employee will be immediately issued replacement weapons of the type seized unless it is clearly inappropriate to do so.
  
- C. The Sheriff's Office will inform the employee involved in the incident that they have the right to be allowed access to any of the following as soon as possible and the employee shall be allowed to contact and or consult with:
  - i. Their spouse;
  - ii. Their personal attorney and/or the attorney's agents;
  - iv. Psychologists, psychotherapists, or ministers; and
  - v. Office approved peer support counselor.

Any discussions about the incident that the employee has with the above- mentioned personnel shall be confidential in line with RCW 5.60.060.

- D. The Sheriff's Office will assign a properly trained interviewer to interview the employee in the internal investigation. The interviewer will be trained in the appropriate techniques for interviewing employees who have been involved in critical instances involving use of force. If there are multiple investigators assigned because of the concurrent investigations that are underway, the investigators will coordinate so that no more than two investigators will be primarily responsible for the interview. All attempts will be made to minimize the need for successive compelled interviews.

The employee shall be allowed to consult with a Guild representative or attorney prior to being required to give any compelled oral or written statement about the use of force. The affected Employee may waive the requirement to wait 72 hours.

The interview of the employee involved in a critical situation will be done under circumstances intended to minimize the traumatic effect of the interview on the deputy.

The employee will be given reasonable breaks and periods to prepare for the interview. If requested, and at the sole discretion of the Sheriff or designee, the interview may be postponed until the employee has been able to seek professional counseling.

- E. At the request of the employee, or the option of the Sheriff's Office, the employee may be placed on paid critical incident leave, and/or paid modified duty and assigned

to home or other administrative areas.

- F. Before any statement by an employee involved or witnessing a use of deadly force or deadly force critical incident, the deputy shall be allowed to view any body worn camera or in car camera video. The employee shall be allowed to have a Guild Representative, Guild Attorney, and a Peer Support Representative in any statements involving use of deadly force or a deadly force critical incident.

When either the employee or the Sheriff's Office believes that the employee should return to the employee's regular assignment, at either the employee's, or the Sheriff's Office's option, a written request may be completed to return to regular or modified duties. If returning to modified duty, the employee will be encouraged and allowed full access to counselors without loss of pay or benefits to the employee until the employee returns to full duty.

## **ARTICLE 26 - WAGE RATES AND OTHER COMPENSATIONS**

- 26.1 Wage rates will be determined as follows:

Lieutenant: The base pay for the Lieutenant in this bargaining unit will be calculated based on the top step of a Lieutenant in the Benton County Deputy Sheriff's Guild (BCDSG) with a Bachelor's Degree and maximum longevity incentive, plus 125 hours of overtime annually.

Captain: Five percent (5%) over the Lieutenant as calculated above.

Commander: Five percent (5%) over the Captain.

It is the intent of the parties that the wage rates, as determined above, will remain at the same compression rates from the BCDSG. To that end, bargaining unit members will be entitled to retroactive pay for period the BCDSG is out of contract until ratification of successor contracts. Additionally, if the BCDSG receives any mid-term pay increases, the bargaining unit members covered by this contract will receive equivalent increases.

The calculation and process shall be determined and established by the Benton County Commissioners' Office.

- 26.2 On the second paycheck of each month, the County will divert \$100 of each employee's base salary on a pre-tax basis to the employee's HRA VEBA account.

A. LEOFF retirement contributions are based on the salary schedule amount.

- 26.3 Effective the payroll cycle following the last signature on this agreement, the County will match the employee contribution up to two percent and contribute an additional two

percent of the employee's base wage into the County sponsored International City/County Management Association (ICMA) 457 plans.

26.4 Take Home Cars: Employees residing within a 43 mile radius and within Washington State of the Kennewick Sheriff's office may utilize their assigned patrol vehicle as a take-home vehicle for the duration of this Agreement.

26.5 Uniforms and Clothing Allowance:

- A. Uniform issuance shall be quartermaster style as determined by the Sheriff or designee. It is the prerogative of the Sheriff or designee to set standards for uniform style, make-up, components, condition and appearance which employees will meet.
- B. Uniform cleaning shall be provided in accordance with the determination of the Sheriff or designee. The Sheriff or designee will determine whether or not a uniform requires normal cleaning, dry-cleaning and/or repair due to soiling or damage occurring in the line of duty.
- C. An extra, annual clothing allowance in the amount of \$600.00 shall be provided for plain clothes' appointed lieutenant, captain, and commanders for purchase of additional work clothing beyond standard issue uniforms as set by the Sheriff or designee.

26.6 Tuition Reimbursement: The County will assist an employee's furtherance of their formal education by partially reimbursing tuition paid for degrees up to and including a Bachelor's degree (BNBS). An employee must attend an accredited college or university (including online courses of study), and the program selected must be pre-approved by the Sheriff or designee. The amount to be reimbursed is limited to 50% of the tuition only, up to a maximum \$1,000 per grading period, for successful completion of the grading period. Grades must be 2.0 or higher (or pass if a pass/fail course) for successful completion. The employee will pay the tuition up front and will be reimbursed upon successful completion of grading period; or if seeking a degree online, at the successful completion of each class using the following formula:

Divide the total number of credits for the degree by total tuition for the program to determine the cost per credit. The cost of one credit is then multiplied by the number of credits in a class, which is the basis for reimbursement. (For online courses, the \$1,000 limit applies to an on-campus semester/quarter equivalent number of classes.)

An employee receiving tuition reimbursement must commit in writing to complete one year of service with the Sheriff's Office upon completion of program.

26.7 Unless specified otherwise in this Agreement, pay increases, whether by percentage cost of living provisions or by pay plan progression, are applicable only to employees who are employed by the Benton County Sheriff's Office in a position covered by this agreement on the date of the last signature affixed to this agreement.

**ARTICLE 27 – ABSENCE WITHOUT DULY AUTHORIZED LEAVE**

No leave of absence, whether with or without pay, shall be allowed unless authorized in advance. Absence not on duly authorized leave shall be treated as leave without pay and shall constitute grounds for disciplinary action inclusive of discharge. Unauthorized absences from duty for three consecutively scheduled work days will constitute a voluntary quit.

**ARTICLE 28 – NON-DISCRIMINATION**

The Employer and the Guild agree that they will not discriminate against any employee by reason of age, sex (including pregnancy), gender identity or expression, marital status, genetic information, sexual orientation, race, creed, religion, color, national origin, honorably discharged veteran or military status, the presence of any sensory, mental, or physical disability or use of a trained guide dog or service animal by any person with a disability, political affiliation, or any other protected status as provided by law, unless based on a bona fide occupational qualification reasonably necessary to the normal operation of the Employer or the Guild.

No employee will be required to support or to make a contribution to a political party and/or candidate for political office.

**ARTICLE 29 – LEAVE SHARING**

29.1 The purpose of the program is to allow an employee to transfer any portion of their vacation leave, to another employee in need of such leave due to a family or medical emergency, or a lengthy illness or injuries, or a qualifying condition under the Family Medical Leave Act or the State Family Leave Act. Leave sharing shall be implemented as provided in this Article and the Benton County policy on Voluntary Transfer of Vacation Leave.

29.2 Policy: Leave sharing shall be implemented as follows:

- A. The recipient employee shall exhaust all accrued paid leave, or shall be able to demonstrate that all accrued paid leave will soon be exhausted, before becoming eligible to receive any transferred vacation leave.
- B. The transferring party must either:
  - 1. Have used at least 40 hours of vacation leave in the previous 12 months;  
or

2. Have no less than 40 hours of accrued paid leave after the transfer is completed.
- C. All requests for transfer of vacation leave shall be submitted on a Voluntary Transfer of Vacation Leave form to the Sheriff or designee. Each request shall include:
1. The amount of vacation leave to be transferred;
  2. The names, signatures, and departments (if applicable) of the employees requesting and receiving the transfer;
  3. A statement that the receiving party has exhausted or will exhaust all accrued paid leave.
- D. Approval of the transfer is at the discretion of the Sheriff or designee. If the transfer is approved, the Sheriff or designee shall sign the request and the request shall be submitted to the Human Resources Department.
- E. The Employer shall be responsible for monitoring the use of the transferred leave and for keeping the appropriate records. This includes keeping a copy of the Voluntary Transfer of Vacation Leave Request form on file, monitoring and approving the amount of leave transferred and used, monitoring when transferred leave is exhausted, and monitoring when the transferee's need for leave ceases. To the extent possible, the Employer will deduct the time used evenly among the donors (*e.g.*, if eight people donate 10 hours of leave each and the recipient takes one day off, one hour will be deducted from each donor).
- F. In the event the transferred leave is no longer needed, or upon cessation of employment with the County by the receiving employee, any and all remaining transferred leave shall be returned, in equal portions if applicable, to the employee(s) who donated the leave.
- G. Leave sharing shall not apply to probationary employees, if applicable.
- H. Donation and return of vacation leave is based solely on the number of hours and not on the donating and/or receiving employee's wages.

### **ARTICLE 30 – TERM OF AGREEMENT**

30.1 This Agreement is effective January 1, 2026, except as otherwise indicated in this Agreement, and shall remain in effect until the 31<sup>st</sup> day of December, 2028. Written notice of intent to modify this Agreement must be served by the requesting party on the

other party in accordance with the provisions of the Article pertaining to contract negotiations.

- 30.2 If the parties have not reached agreement pursuant to the provisions of the Article pertaining to contract negotiations, then either party may request a mediator from the Public Employment Relations Commission (PERC). The determination of the mediator from the PERC shall be advisory only and not binding on either party.
- 30.3 If the County agrees to a County medical benefit plan that is more favorable than that provided to the Guild for any other bargaining unit in the County, the County shall notify the Guild of such agreement and the Guild shall have the option to reopen Section 23 at that time.

### **ARTICLE 31 - OFF-DUTY/EXTRA-DUTY EMPLOYMENT**

31.1 All off-duty and extra-duty law enforcement employment of Benton County Sheriff's Office personnel shall be authorized by the Sheriff or designee prior to such employment. Personnel must receive written permission to engage in off-duty employment before commencing the employment.

#### 31.2 Written Notification and Approval.

- A. Guild-represented employees desiring to be approved for off-duty employment not sponsored by the County or Sheriff's Office must submit a written request to the Sheriff or designee, with a copy to the Guild President or designee. The employee's written request will fully describe the nature of the work to be performed and the hours of work.
- B. If off-duty employment held by an employee is found to interfere with Sheriff's Office operations, policies or image, the employee will be required to terminate such employment. The primary obligation and responsibility of an employee who accepts off-duty employment must be to the Sheriff's Office.
- C. The Sheriff or designee shall approve or deny the employee's written request for off-duty employment within seven calendar days of the request. A copy of the written permission or denial, via email or other written form, which will include reasons for any denial, shall be provided to the Guild President or designee at the time when permission is granted or denied.

#### 31.3 Off-Duty Employment.

Employees may generally engage in off-duty employment. However, set forth below are criteria that, in the Sheriff's or designee's discretion, would constitute a basis either for denying a request for off-duty employment, or for rescinding approval of the off-duty

employment, if the relevant information becomes available only after initial approval has been granted:

- A. Utilization of vested police powers must not be a condition of employment for any off-duty position.
- B. The work must not provide real or implied law enforcement service to the off-duty employer.
- C. The work must not involve any misuse of the employee's law enforcement commission.
- D. The work must not adversely affect the employee's work performance for the Sheriff's Office and must not adversely impact the image of the Sheriff's Office.
- E. Hours of work for the off-duty employer must not conflict with an employee's assigned hours of duty for the Sheriff's Office or with the Safety Release provisions of the parties' collective bargaining agreement.
- F. In the event police powers are required in an off-duty employment situation, employees shall abide by the policies and procedures of the Sheriff's Office.
- G. Sheriff's Office equipment, identification, weapons, uniforms or vehicles must not be utilized for the off-duty employment.
- H. Off-duty employment will be denied when it would present a conflict of interest between the duties for the secondary employer and the employee's duties as a law enforcement officer or as an employee of the Sheriff's Office. Examples of employment representing a conflict of interest include, but are not limited to, the following:
  - 1. Personnel who work as a process server, reposessor or bill collector; towing of vehicles; or any other employment in which police authority might be used to collect money or merchandise for private purposes.
  - 2. Work involving investigations for the private sector or any employment that might require the officer to have access to police information, files, records, or services as a condition of employment.
  - 3. Employment using the Sheriff's Office equipment or property, including without limitation, uniforms, radios and/or patrol vehicles, in the performance of tasks.

4. Employment that assists (in any manner) the case preparation for the defense in any criminal action or for either side in any civil action or proceeding.
  5. Work for a business or labor group that is on strike.
  6. Work in occupations that are regulated by, or that must be licensed through, the Sheriff's Office or its civilian board.
- I. Off-duty employment will not be approved in a lounge, tavern or nightclub setting where alcoholic beverages are served.
  - J. Off-duty employment outside the county limits of Benton County may be approved only with the approval of the chief law enforcement officer or designee in the jurisdiction where the off-duty job is located.

31.4 Extra-Duty Employment. Personnel may engage in extra-duty employment as follows:

- A. Where a government, or not-for-profit entity (501(c) corporation), has a contract agreement with the Sheriff's Office for deputies in uniform who are able to exercise their police duties per Sheriff's Office policy and procedures.
- B. In the event two or more police jurisdictions work the same extra-duty employment, (e.g., an event at the Toyota Center in Kennewick) Sheriff's Office supervisors or managers shall supervise Sheriff's Office employees. In the event a Sheriff's Office supervisor is not assigned to a particular extra-duty assignment or shift, the OIC as designated by the Sheriff's Office will assume supervisory duties.
- C. Types of extra-duty services that may be considered for contracting are as follows:
  1. Traffic control and pedestrian safety
  2. Crowd control
  3. Security and protection for public authorities
  4. Plain clothes assignments.
- D. Vendors wishing to enter into a contract agreement shall make application through the Sheriff's Office for extra duty deputies. Upon approval of a vendor application by the Sheriff's Office, the "Guild" shall schedule the work.
- E. Upon completion of the scheduled work, Guild members shall submit their respective requests for payment to the County. Payment shall be made-at the employee's overtime rate as eligible.

31.5 Secondary (Off-Duty/Extra-Duty) Employment Limitations.

1. In order to be eligible for secondary employment, personnel must be in good standing with the Sheriff's Office. Continued agency approval of secondary employment is contingent on such good standing.
2. Personnel who are on medical or other leave due to illness, temporary disability, or an on-duty injury, shall not be eligible to engage in extra-duty employment nor shall they engage in off-duty employment that is in conflict with their medical restrictions. Employees may continue to engage in off-duty employment that does not conflict with their medical restrictions, regardless of whether those restrictions temporarily prevent the employee from performing work for the Sheriff's Office.
3. Prior to obtaining secondary employment, personnel shall comply with the Sheriff's Office procedures contained herein for granting approval of off-duty or extra-duty employment. No employee who works a 12 hour shift will be involved in any other paid activity during a scheduled work day, unless specifically approved by the Patrol Commander or Sheriff's designee.
4. Work hours for all secondary employment must be scheduled in a manner that does not conflict or interfere with the employee's performance of duty.
5. A Sheriff's Office employee engaged in any secondary employment is subject to call-out in case of emergency, and may be required to leave the off-duty or extra-duty employment in such situations.

31.6 Working Secondary (Off-Duty or Extra-Duty) Employment:

A. Requirements:

1. Employees must notify the duty Supervisor and SECOMM of the location and hours of the extra-duty job via the CAD terminal or other method.
2. Employees will use their normal radio call sign.
3. Employees will remain at the location of the extra-duty job, except in the event of a critical or emergency call for service or at the direction of a supervisor.
4. Employees will not accept gratuities or meals from the extra-duty/off-duty job employer and will follow rules of conduct as outlined in BCSO policy.
5. Employees shall perform extra duties that are requested by the extra-duty employer and approved by the Sheriff's Office.
7. Police/Citizen complaints related to extra-duty jobs will be handled by the Sheriff's Office according to BCSO policy.

- B. Off-duty or extra-duty employment will not be approved when employees are requested to work given the following situations:
1. Any occupation of a menial nature, when in uniform or otherwise identified as a Deputy, which would tend to lower the dignity of the law enforcement service.
  2. As a process server, bill collector, or any other employment that may require the use of police power for a private purpose.
- C. Payment for extra-duty job assignment will be treated as per this Agreement as the County is the Employer.

IN WITNESS WHEREOF, the parties have caused this Agreement to be signed by their duly constituted and legal representatives, as follows:

**BENTON COUNTY SHERIFF'S OFFICE**

Signed by:  
*Michael Clark*  
7FFF743FC9B348F  
Michael Clark, Sheriff

Date: 11/13/2025

**BENTON COUNTY SHERIFF'S COMMAND GUILD**

DocuSigned by:  
*Dan Thenell*  
5299D8D9418B4FC...  
Daniel E. Thenell, Representative

Date: 11/25/2025

**BENTON COUNTY COMMISSIONERS**

DocuSigned by:  
*Jerome Selvin*  
7ED07005285E488...  
Chair

DocuSigned by:  
*Michael Alvarez*  
B060F57E34074E4...  
Chair Pro Tem

DocuSigned by:  
*Will McKay*  
135507D704E74CF...  
Commissioner

Constituting the Board of Benton County Commissioners

Approved as to form:

Attest:  
DocuSigned by:  
*Amanda Pearson*  
34823A875E034CE...  
Clerk of the Board

Signed by:  
*Reid Hay*  
ZD2675FA0905430...  
Reid Hay  
Deputy Prosecuting Attorney

Date: 12/9/2025

**APPENDIX A – PAY MATRIX**

**2026 Pay Matrix**

Lieutenant	179,037
Captain	187,989
Commander	197,389

**2027 Pay Matrix**

Lieutenant	186,221
Captain	195,532
Commander	205,308