

RESOLUTION 2024-0807

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON

IN THE MATTER OF THE 2025- 2027 COLLECTIVE BARGAINING AGREEMENT BETWEEN BENTON COUNTY AND THE BENTON COUNTY DEPUTY SHERIFF'S GUILD, REPRESENTING COMMISSIONED OFFICERS OF THE SHERIFF'S OFFICE

WHEREAS, negotiators for Benton County have reached an agreement for the 2025 - 2027 Collective Bargaining Agreement with the Benton County Deputy Sheriff's Guild, representing commissioned officers of the Sheriff's Office; **NOW THEREFORE**,

BE IT RESOLVED, the Benton County Commissioners approve the 2025 - 2027 Collective Bargaining Agreement between Benton County and the Benton County Deputy Sheriff's Guild, representing commissioned officers of the Sheriff's Office.

Dated this _____ 19th _____ day of _____ November _____, 2024.

DocuSigned by:
Jerome Selvin
7ED07603289E486...

Chair

DocuSigned by:
Michael Alvarez
D8C8F67E24874E4...

Chair Pro Tem

DocuSigned by:
Will McKay
135987D784E74CE

Commissioner

Constituting the Board of Commissioners
of Benton County, Washington

Attest.....
DocuSigned by:
Amanda Pearson
34825A975E034CE.....

Clerk of the Board

2025 to 2027 AGREEMENT

Between

BENTON COUNTY and the BENTON COUNTY SHERIFF'S OFFICE

And

the BENTON COUNTY DEPUTY SHERIFF'S GUILD

Representing

COMMISSIONED OFFICERS OF THE SHERIFF'S OFFICE

Cc: Benton County Deputy Sheriff's Guild
Prosecutor's Office
Sheriff's Office
Benton County Commissioners
Human Resources
Payroll

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AGREEMENT

Between

BENTON COUNTY and the BENTON COUNTY SHERIFF'S OFFICE

And

The BENTON COUNTY DEPUTY SHERIFF'S GUILD

Representing Commissioned Officers of the Sheriff's Office

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 Deputy Sheriff's Guild, representing the Commissioned Officers of the Sheriff's Office, hereinafter referred to as Guild.

WITNESSETH:

WHEREAS, the parties wish to establish a collective bargaining agreement covering rates of pay, hours of work, and conditions of employment in accordance with the Public Employees' Collective Bargaining Act ("PECBA"), chapter 41.56 RCW; and

WHEREAS, it is intended that the following agreement shall be an implementation of the provisions of law consistent with the legislative authority that evolves from the statutes, and insofar as applicable, the rules and regulations promulgated by the Benton County Civil Service Commission; and,

WHEREAS, it is intended by the provisions of this Agreement that there be no abrogation of the duties, obligations or responsibilities of any agency of county government which is expressly provided for respectively by state statutes and county ordinances and resolutions except as expressly limited herein.

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, 2025, except as otherwise provided, and terminating on December 31, 2027. It is further understood and agreed that all expenditures or compensation to be paid to employees in accordance with this Agreement must first meet the requirements and procedures required by law. Since this is a bargaining unit of uniformed personnel, during the period of any negotiations for a successor Agreement, existing wages, hours and other conditions of employment shall not be changed by action of either party without the consent of the other party.

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 four employees (of which no more than three are on duty) shall be permitted to attend negotiating sessions with the County without loss of pay for the purpose of securing Collective Bargaining Agreement renewal. The dates, times and places for these negotiating sessions shall be established by mutual consent between the parties.
- 3.3 Labor-Management Meetings: The Labor-Management Committee will meet monthly or at the request of either party when it is believed there are matters which merit discussion. Committee business will be conducted on County time. The Committee will include up to five permanent members chosen by the Guild and up to three permanent members chosen by management. Either party may invite additional participants on an "as needed" basis for the purpose of discussing specific topics.

No less than one week before a scheduled meeting of the committee each party will advise the other, in writing, of matters without a financial impact which the party wishes to discuss. The agenda will be limited to such timely submitted matters without a financial impact, unless the parties agree to discuss late submitted agenda items without a financial impact. In the event of emergent circumstances an emergency meeting can be set by mutual agreement, and each side will provide the other, at least one business day notice in writing of matters without a financial impact which the party wishes to discuss. The agenda will be limited to such matters.

ARTICLE 4 – SUBORDINATE TO STATUTES, ETC.

- 4.1 This Agreement shall be subject and subordinate to statutes, the ordinances of the County, and Civil Service Commission regulations 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 Deputy Sheriffs, Corporals, Sergeants, and Non-Appointed Lieutenants, as defined in RCW 41.56.030(14) and RCW 41.26.030(19), excluding the Sheriff and non-civil service appointments.

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 Certified Guild Officers and/or the Bargaining Team may use County telephones, voice mail, fax machines, computers, printers, copiers and mail boxes for creating and/or disseminating to Certified Guild Officers and/or the Bargaining Team communications by the County to the Guild or by the Guild to the County.
- 6.5 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. The \$20 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 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 wages of employees shall be paid bi-weekly, 26 paychecks per year. 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 work and overtime 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 for just cause, lay off, recall, or promote employees as provided by this Agreement and state law.
- 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 that incidental duties connected with operations, not enumerated in job descriptions, shall nevertheless be performed by the employee when requested by a superior officer.
- 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 Union, 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 Union 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 The Guild may request to negotiate about the effects of the Employer's decision(s). To activate its right to bargain about certain effects, the Guild must provide written notification within 30 calendar days of the Employer's written notification of its decision, provided that such written notification is provided to the Guild.
- 8.4 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 representative at a reasonable time during the work day 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 release 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 **Bulletin Boards:** The Employer agrees to furnish reasonable bulletin board space to be used by the Guild. The Guild agrees to maintain said bulletin board in a presentable condition. If the bulletin board fails to be maintained appropriately and becomes an eyesore, the County shall have the right to discontinue the availability of said Guild bulletin board.
- 9.4 Employees may report what they believe to be an unsafe or unhealthy working condition to Management for investigation.

- 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 Benton County Sheriff's office will not use audio/video recording devices to check Deputy conduct randomly.
- 9.7 No audits of a time card will occur beyond 36 months after the employee receives pay for that time period. In the case of a regulatory audit after 36 months, the parties agree that employees will not be obligated to return any overpaid wages identified.

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 may 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. 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.
- 11.2 The Employer agrees there will be no lockouts during the term of this Agreement.

11.3 The Employer or the Guild 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 as to political activities.

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.

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 vacation accrual system for the bargaining unit will be at the following rates depending on the employee's length of service with Benton County:

<u>Years of Service</u>	<u>Per Period Vacation Accrual</u>
1 through 5	4.75 hours
6 through 10	5.75 hours
11 through 15	7.00 hours
16 through 19	7.75 hours
20 and over	8.50 hours

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 compensated (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 vacation leave. Accrued hours may be used as they are accrued, subject to Employer approval.

15.4 Part-Time Employees: For regular part-time employees, vacation accrual will be pro-rated based on the Full-Time Equivalent (FTE) of their position.

15.5 Voluntary Annual Cashout: An employee is eligible to cash out 30 or 60 hours of vacation leave (at the employee's option), if the employee has used a minimum of 40 hours of vacation since January 1st of the current calendar year, through October of that year. Employees with 15 or more years of service with the County may cash out 30, 60, or 90 hours. This cash out will be paid on the first paycheck in December.

- 15.6 Carryover Cap: As of December 31 of each year, accumulated vacation leave may not exceed a total of 240 hours (or 280 hours for employees with more than 15 years of service). Any excess will be forfeited. Employees whose vacation leave balance exceeds the maximum carryover shall have their balance reduced to 240 hours (or 280 hours for employees with more than 15 years of service) effective January 1 of the subsequent year.
- 15.7 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 vacation leave balance but not to exceed 240 hours, provided that in the case of voluntary separation (including retirement), that the employee give at least 14 calendar days' notice.
- 15.8 Vacation time for employees will be arranged on such schedules which will least interfere with the functions of the Department. Vacation schedules may be sequential with employees' scheduled days off.
- 15.9 A newly hired lateral deputy with four or more years of prior law enforcement experience, as verified by the Human Resources Department, shall accrue vacation equivalent to an employee who has six continuous years with the County. Upon the effective date of this Agreement, lateral hires hired from January 1, 2020 – December 31, 2024, who meet the above qualifications, will receive two additional years of service credit for the purposes of vacation accrual.

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. For part-time employees, sick leave accrual will be prorated based on the FTE of their position.
- 16.2 Use: Sick leave may be used as accrued, but shall not be used until after the completion of one month of continuous employment.
- 16.3 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.
- 16.4 Sick leave with pay may be used for the following reasons:
- A. An employee's mental or physical illness, injury, health condition, or preventive medical 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 or any health-related reasons.
 - D. If the employee or family member is a victim of domestic violence, sexual assault, or stalking.
 - E. Bereavement Leave: For death of a family member, as defined in Section 16.5, 40 hours maximum per death. per death. The bereavement leave must be used within six (6) months of the death; or

- F. For death of a friend or relative not meeting the definition of family member in Section 16.5, 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 department 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 work days may be required to provide a qualified 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.

Employees on sick leave in excess of five work days are required to call their department head or designee weekly (every Monday between the hours of 8:00 a.m. and 10:00 a.m.) and are required to furnish progress reports of their health or illness condition.

- 16.5 Family member is defined as a child, parent, spouse, registered domestic partner, grandparent, grandchild, or sibling.
 - 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 of 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.
- 16.6 A. Employees employed before January 1, 1994, will be paid for 50% of unused sick leave at voluntary termination or retirement into the employee's HRA VEBA Account.
 - B. Employees hired on or after January 1, 1994, who retire under the County's retirement program or who voluntarily resign, shall receive a lump sum payment to their HRA VEBA Trust Account, equivalent to 25% percent of their unused sick leave up to 1040 hours. The hours above 1040 have no cash value. Such payment shall be limited to employees with five or more years of service.
- 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, 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 25 – Compensable (On-The-Job) Injuries.

ARTICLE 17 – HOLIDAYS

17.1 The following are County recognized holidays with pay:

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

17.2 If the Sheriff determines that a 12 hour work shift is beneficial for the department and employees are assigned to a 12 hour work shift, employees working 12 hour work shifts will receive eight hours holiday pay for each holiday worked consistent with the provisions of Section 17.5 below.

17.3 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 in the first pay period in December.

17.4 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. An employee working on the actual holiday (rather than the observed day) will receive holiday pay in accordance with section 17.5A.

17.5 Due to the special nature of law enforcement work, employees cannot be given time off for holidays. In lieu of holidays off, such employees will be compensated as follows:

- A. An employee scheduled to work on a holiday (the actual holiday, not the observed day) and who works on that holiday will be paid at time and one-half for hours worked on the holiday, in addition to eight hours of holiday pay.
- B. Whenever an actual holiday falls on an employee's scheduled day off and they are in paid status either the day preceding or the day following their scheduled days off, the employee shall be paid their regular hourly rate for eight hours of holiday pay in addition to employee's normal salary. An employee will not receive holiday pay if the employee is absent on their last scheduled workday prior to or the first scheduled workday following the holiday if the absence is without pay due to insufficient accrued paid leave or if the employee is on a leave of absence without pay.

- 17.6 Deferred Holiday Pay: Employees who qualify for Holiday Pay per Section 17.5 above may elect once per year to receive their holiday pay in the first December pay check (eight hours for each deferred holiday, 88 hours total. Deferred holidays will include the holidays listed in Section 17.1 except for Christmas Eve, and Christmas Day, which may not be deferred. If an employee elects to defer a holiday, they must make the request in writing at a time to be determined by the Sheriff. Deferred holidays will be paid annually in the first December pay check. If an employee elects to defer a holiday but then wishes to take the holiday off, they must submit a vacation request. An employee who defers the floating holiday will not be deemed to have worked on the floating holiday for purposes of Section 17.5A and will not receive time and one-half pay under that section. If the employee does not elect in writing to defer holidays, the holiday pay will be included in the regular monthly pay period in which it was earned and shall not be deferred until December.

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 1st and ending the following September 30th. 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 he or she 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: Any necessary leave may be allowed by the Sheriff or designee, to permit an employee to serve as a member of a jury. An employee receiving a summons to report for jury duty shall notify the Sheriff or designee, of such action within three days of service of the summons. The Sheriff or designee reserves the right to contact the court involved and to seek relief from such summons. Employees working day shift shall report to work during all hours they are released from jury duty. If less than two hours remain from the time of release to the end of the employee's regular shift, the employee will be excused from work for the remainder of the shift. For employees working night shift, their scheduled hours for that evening (night shift) will be adjusted to day shift. For this excused time off work, the employee will be paid their regular pay.

ARTICLE 20 – HOURS OF WORK AND OVERTIME

- 20.1 The work days(s) and shift(s) will be determined by the Sheriff or designee. The normal work day 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.

The Sheriff or designee shall have the right to implement, if deemed in the best interest of the Employer, an eight, nine, 10, 10:40, or 12 hour work shift. If the Sheriff or designee implements a seven day work period with an eight, nine, or 10 hour work shift, the overtime threshold shall be 40 hours. If the Sheriff or designee implements a 14 day work period with an eight, nine, 10, 10:40, or 12 hour shift, the overtime threshold shall be 80 hours. The purpose of this Section is to permit the Sheriff or designee to implement work periods and overtime thresholds in accordance with the provisions of the Fair Labor Standards Act (FLSA) and in order to protect the best interests of the Employer.

- 20.4 Daily work shift hours will be established by the Sheriff or designee. 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 For recruit deputies attending the Basic Law Enforcement Academy (BLEA); BLEA currently schedules recruit deputies to have a 30 minute lunch which is not included in the instructional day, creating approximately 38 hours of overtime during the 19 week academy. In lieu of overtime pay, deputies who attend the academy will receive:

- A. Eight-hour shifts: Two days off before the academy and three days off upon return from the academy.
- B. 10-hour shifts: Two days off before the academy and two days off upon return from the academy.
- C. If a holiday occurs during the recruit's academy term, the return days off may be applied to those holidays instead of taken off upon return from the academy.

- 20.6 The Sheriff or designee has the right to assign employees to particular shifts.

- A. Road Deputies 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 10 hour and 40-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.
- F. Any work outside the employee's normal work schedule is overtime/compensatory time.

- 20.7 Employees regularly working 12-hour work shifts receive one 12-hour Kelly day in each 28 day work period (see Section 20.6A above). Each employee must schedule use of the Kelly day, in advance, in coordination with the employee's Squad Sergeant to help ensure that the employee receives the Kelly day each pay period and to minimize impact on coverage. If agreement cannot be reached between the employee and the Squad Sergeant on the scheduling of the Kelly day the Squad Sergeant's decision cannot be grieved. In the case of a conflict between two or more employees wanting the same Kelly day, seniority shall be considered.
- 20.8 The configuration of the 12 hour shift schedule will be four shifts/squads. There will be two day shifts working from 0600 to 1800 hours and two night shifts working from 1800 to 0600 hours.

The sequence will begin on a Monday with two days on, followed by two days off, followed by three days on. The following week, the sequence will be two days off, followed by two days on, followed by three days off.

Additionally, employees earn hours that are set aside in a Kelly time worked (KTW) bank of hours. The bank of hours will come from two sources: the five scheduled eight hour training days, and the four extra hours worked in each of two week cycle.

Explanation of Annual Accrual Calculation:

Five eight-hour training days = 40 total hours;

Four hours x 26 (two week cycles per year) = 104 hours

Adding these two sources equals 144 total KTW hours earned per year. The KTO hours will come from this 144 hour KTW bank.

Employees who earn KTW hours will be credited with 72 hours of regular time off (KTO) in January, July, and of every year. Employees and their supervisors are responsible for ensuring KTW are at a zero balance on July 15 and at the end of the calendar year. Employees hired during the course of the year shall receive prorated KTO hours in an amount equal to the monthly KTO hours remaining in the year. KTO must be taken as time off and may not be cashed out without approval of the Sheriff or designee.

Should an employee leave employment with the County having used KTO hours before earning such hours, the employee must reimburse the County for the advanced KTO hours used utilizing their final paycheck upon separation from employment. If the paycheck cannot cover the amount owed, the employee shall make the reimbursement via check to the County within 30 days of separation. The payment shall be delivered to the Human Resources Department.

Prior to the first of each year, the Department will identify the dates for each of the training dates during the year which shall be considered part of the work schedule and worked without additional compensation.

There will be at least one month separating each of the training days, which will be set for Tuesdays or Thursdays.

When possible, makeup trainings will be separated by no less than seven days to facilitate deputies who may be away due to illness, training, or vacation. Training days can only be used for training.

- 20.9 A. There shall be no pyramiding of overtime or Kelly time (one and one-half times) pay. There shall be no automatically scheduled overtime as a result of normal 12-hour scheduling. Once a Kelly day is scheduled, if an employee has an unanticipated absence (i.e. sick leave) on the previously scheduled Kelly day the employee shall be permitted to use the appropriate leave for the unanticipated absence rather than the Kelly day and the Kelly day will be rescheduled. Kelly time instead of other paid leave will be used for an employee's unanticipated absence by mutual agreement of the parties. This article does not apply to overtime on holidays.

- B. If rescheduling of a Kelly day is required by the Sheriff's Office to maintain minimum staffing levels, absent mutual agreement between the employee and the Sheriff or designee, the Sheriff or designee shall give the employee seven calendar days advance written notice of the Kelly day rescheduling.
- 20.10 Safety Release: 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.
- A. An employee who is required by the County to work 16 or more hours in any 24 hour work day and who is scheduled to work a work shift in the next 24 hour work day shall be guaranteed at least nine hours off before being required to return to active duty status.
 - B. When practical, prior to working 16 or more hours in any 24 hour work day, the employee shall make the on-duty shift supervisor aware that the employee believes their current work assignment may result in the employee working 16 or more hours in the 24 hour work day.
 - C. Following is an example to demonstrate how the employee will be compensated.
 - 1. A Graveyard shift employee works 1800 to 0600 (twelve (12) hours worked). The Graveyard shift employee is required to be in Court from 0830 to 1430 (six (6) hours worked).
 - 2. A total of 18 hours is worked within 24 hours, so to get nine (9) hours off from 1430 to 2330, the employee is not due back to work until 2330 and the employee will be compensated for hours from 1800 to 2330 as safety leave with pay and the employee will work from 2330 until 0600.
 - 3. Deputies engaged in critical incidents which are not governed by RCW or SIU protocols but do involve a high risk of serious injury or death, may, at the discretion of the Sheriff or designee, be placed on Paid Administrative Leave.
- 20.11 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.
- 20.12 Subject to the approval of the Sheriff or designee, Deputy Sheriffs may vote by a majority for rotating or permanent shift arrangements.
- 20.13 Compensatory time off shall be administered in accordance with the Fair Labor Standards Act. Employees shall be allowed to accrue no more than 60 hours of compensatory time. An employee must use banked compensatory time off prior to using vacation leave, except when an employee has accrued the maximum amount of vacation leave allowed. Compensatory time can be used in relation to being earned; therefore, compensatory time can be used in the same pay period it was accrued.

- 20.14 Call Out Time: If an employee is required to be called out during the employee's scheduled off-duty hours, such employee shall receive a minimum of three hours pay for each such event at the employee's regular overtime rate of pay. If the amount of time actually worked exceeds three hours, the employee will be compensated for the actual time worked in excess of three hours at the employee's regular overtime rate. Call Out Time excludes an employee reporting to work early, or staying late, during a scheduled shift and, meetings as defined in Section 20.15 below. Employee who are authorized to perform work via telephone during off-duty time shall receive a minimum of 15 minute at their regular overtime rate; a de minimis amount of less than seven and a half minutes will result in no compensation. Employees who are called during quiet time, as defined below, shall receive a minimum of 15 minutes at their regular overtime rate; there is no de minimis amount.
- o Days quiet time is 8pm to 5am
 - o Swing quiet time is midnight to 9am
 - o Graveyard quiet time is 7am to 3pm
- 20.15 If an employee is required by the Sheriff or designee to attend meetings during their scheduled off-duty hours, such employee shall receive a minimum of three hours pay for each such event at the employee's regular overtime rate of pay. If the amount of meeting time actually worked exceeds three hours, the employee will be compensated for the actual time worked in excess of the three hours at the employee's regular overtime rate.
- 20.16 Employees may exchange work shifts when unforeseen circumstances arise provided they first request and receive approval from the Sheriff or his designee. Such exchange of shifts shall not constitute a basis for entitlement to overtime compensation.
- 20.17 Overtime will be paid for all hours in excess of an employee's normally scheduled shift and for all hours worked in excess of the employee's scheduled hours in the work period. Sick, Vacation, and Comp Time shall be counted as hours worked. All compensated time will count towards the overtime threshold. Overtime shall be calculated upward to the nearest 15 minute increment. For employees assigned a take home vehicle, hours worked shall not include travel time to and from the employees assigned work location, unless on a dispatched call for service or on call in/out status.

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. For discipline matters, the employee may either follow this grievance procedure or pursue a remedy through the Civil Service Commission (see Discipline and Disciplinary Procedures Article):

The parties enter into this Agreement in a cooperative spirit with the understanding of the importance to resolve disputes promptly and fairly at the lowest level possible. To that end, the parties agree that a good faith attempt shall be made to resolve disputes informally prior to engaging in the following procedure.

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 submit a written grievance to the appropriate Bureau Commander. The employee's Bureau Commander shall 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 Bureau Commander's 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 working days after receipt of the grievance.

Step 3.

If the grievance remains unresolved, and if the grievance is exclusively related to fiscal matters, then within 30 calendar days of receipt of the written Step 2 decision of the Sheriff/Guild, either party may present the grievance, in writing, to the Board of Commissioners. The written grievance to the Board will explain why the party is proceeding with the grievance in light of the Step 2 response. After receipt of the Step 3 written grievance, the Board shall review the record, may schedule a meeting with the Guild and the Sheriff and/or designee to discuss the grievance, may conduct further investigation into the grievance, and shall provide a written decision to the parties within 30 calendar days of receipt of the Step 3 grievance.

Disciplinary Grievances involving economic discipline shall start at Step 2 to the Sheriff.

Step 4.

If the grievance has no impact on the County budget or if the grievance is not resolved at Step 3 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: Arbitrators for disciplinary grievances shall be selected in accordance with State law.

The parties may mutually agree upon an arbitrator. If the parties cannot agree, the party seeking arbitration shall submit a request to the Public Employment Relations Commission ("PERC") for a list of 11 arbitrators with law enforcement labor experience. 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 seven calendar days 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.

Employees will be compensated for attendance as they would for court time.

- F. Summary Judgment: For grievance arbitration matters not involving discipline of a Guild-represented employee, the parties may agree to submit a summary judgment motion to the arbitrator. The arbitrator may decide the matter and issue an 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.

Grievances may be transmitted by electronic mail or certified US Mail.

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. Travel time shall be considered time worked for purposes of compensation. Upon mutual agreement between the traveling employee and the Sheriff or designee, adjustment may be utilized for hours outside of regular duty hours.

Employees who travel for work purposes shall receive per diem in accordance with the Benton County Business Travel and Expense Policy, except that employees will be paid per diem for breakfast, regardless of lodging accommodation offerings.

ARTICLE 23 – MEDICAL, HOSPITAL AND LIFE INSURANCE

23.1 Effective January 1, 2025, the Employer shall contribute \$1,202.40 per month, which represents 100% of the cost of premiums for Medical, Dental, Vision, Time Loss, and Life Insurance for the following plans and benefits:

- A. United Employees Benefit Trust (UEBT) Medical Plan A-6 (Composite);
- B. UEBT D-8 Dental Plan;
- C. UEBT Vision 3 Plan;
- D. UEBT Time Loss Plan; and
- F. Standard Basic Life Insurance (Employee, Face Value \$36,000)

Effective January 1, 2026, the Employer agrees to pay up to five percent based on the 2025 baseline of \$1,202.40 per month. Any increases in UEBT premiums over the 2025 baseline between five and 10 percent shall be borne by the employee. Any increases in UEBT premiums over the 2025 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, 2027, the Employer agrees to pay up to five percent based on the 2026 baseline. Any increases in UEPT premiums over the 2025 baseline in excess of five percent shall be borne by the employee. Any increases in UEPT premiums over the 2025 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.

The Employer contributions will be applied first toward employee life, vision, dental, and medical insurance. Any remaining balance will be applied toward dependent coverage or other voluntary benefit coverage. Any additional amounts above the Employer's contribution necessary to pay life, medical, dental, vision, and other voluntary insurance premiums shall be the sole responsibility of the employee and accomplished by pre-tax payroll deduction.

- 23.2 For UEPT 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 the WCIF plan is hired on the first of the month, coverage begins on the first of that month; if hired on the second through the 31st, 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 UEPT 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 If the insurance company or companies or applicable brokers/agents notifies the Employer of changes in the benefits structure, benefit level and/or premium level, the Employer will notify the Guild of said changes. If the changes are mandated on the Employer then the Employer will so notify the Guild and the parties will meet for informational purposes. Thereafter, the Employer shall implement the mandated changes. If the changes are not mandated and if there are options for changes then the Employer will communicate with the Guild to discuss these options and thereafter will implement the changes taking into consideration the interest of the Employer and the employees.
- 23.5 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 – TEMPORARY EMPLOYEE

- 24.1 Temporary employee shall mean, a person employed by and receiving pay from the Sheriff's Office in a classification represented by the Guild, for a temporary period not to exceed five consecutive months in any 12 month period. This 12 month period shall be calculated from the first day of employment for a temporary employee. Temporary employees are represented by the Guild.

- 24.2 Temporary employees are hired to work on a temporary, seasonal, occasional, or on-call basis. It is not the intent of this Agreement to allow for a temporary position to be filled on a regular, on-going basis. At the time of hire of a temporary employee who shall be granted sworn status by the Sheriff, the County will give the Guild President or designee written notice of any temporary employee hired and what work they will be performing. Following written request by the Guild, the County agrees to meet with the Guild and discuss any concerns regarding the use of temporary employees. If the Guild raises a documented safety concern about the use of a temporary employee, the County agrees to discuss it with the Guild President or their designee. The use of temporary employees will not result in the loss of any regular BCSO Guild represented positions.
- 24.3 Retirees, Provisionals and/or Reserves that receive pay from the County shall be considered temporary employees.
- 24.4 Since temporary employees are represented by the Guild, the Sheriff or designee will give the Guild President or designee written notice of disciplinary actions administered by the Sheriff's Office to a temporary employee, but a temporary employee does not have just cause protection for their temporary position. The Guild will have the opportunity to provide input to the Sheriff or designee in relation to the conduct or circumstance involving the temporary employee; however, disciplinary actions administered by the Sheriff's Office to a temporary employee may not be used or relied upon by the Sheriff's Office as a basis for determining the discipline for just cause employees represented by the Guild.
- 24.5 In January of each calendar year, at the Guild's request, the County shall provide the Guild President or designee written documentation of any Health and Welfare and paid leave benefits provided by the County to temporary employees.

ARTICLE 25 – COMPENSABLE (ON-THE-JOB) INJURIES

- 25.1 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, and 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 has paid leave available and/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 deductions 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.

Notwithstanding the provisions of Section 20.14, if an employee on leave of absence-compensable injury is required to appear in court, that employee shall receive pay at their regular overtime rate of pay for the actual time worked and shall not receive a minimum of three hours pay at the overtime rate; provided, however, that employees on leave of absence-compensable injury who are required to attend court shall not be paid overtime. Instead, said employee's time-loss payment and applicable leave-bank deductions shall be adjusted to reflect the court time worked by the employee.

- 25.2 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 26 – DISCIPLINE AND DISCIPLINARY PROCEDURES

- 26.1 Just cause is not only inclusive of those causes set forth in Civil Service Commission rules and regulations but is also inclusive of neglect of duty, inefficiency, insubordination, incompetence, insolence, tardiness, absenteeism, conviction of a crime which may affect work performance, malfeasance or misfeasance of job requirements, misconduct, violation of County and/or Sheriff Departmental rules and/or regulations, violation of no strike clause, conflict of interest between off-duty activities and job duties, abuse of sick leave and such other causes normally serving as a basis for discipline in labor and personnel relations.

- 26.2 Disciplinary action or measures shall be for just cause. Disciplinary action shall include only the following:

- A. Verbal reprimand (which may be documented in writing),
- B. Written reprimand,
- C. Suspension without pay,
- D. Demotion,
- E. Discharge.

Coaching and counseling is not disciplinary in nature. Verbal reprimands are not subject to grievance beyond Step 2.

The County shall not impose discipline on a non-probationary employee unless the appropriate due process set forth in this Agreement has been followed.

- 26.3 The parties agree that progressive and escalating levels of discipline are preferable to allow an employee proper notice of misconduct and the opportunity to improve performance and to allow the Employer to document prior disciplinary matters. The level or degree of discipline imposed shall be appropriately based on an employee's prior record of service, length of service, severity of offense and prior record of discipline inclusive of field notes referencing verbal reprimands relating to misconduct; the order in which these criteria appear is not indicative of their priority.

An employee may be suspended without pay when said employee has first received one written warning relating to said employee's previous work or conduct, unless said conduct is so serious that just cause for discipline would warrant suspension without pay without a prior written warning. An employee may be discharged when said employee has first received a suspension relating to said employee's previous work or conduct, unless said conduct is so serious that just cause for discipline would warrant discharge without a prior written warning or suspension without pay. All previous disciplinary actions in an employee's file may be evaluated and considered in a disciplinary action.

The following illustrates the disciplinary actions and options available to the Sheriff under this concept:

- A. First offense: verbal reprimand , written reprimand.
- B. Second offense: written reprimand, suspension without pay.
- C. Third offense: written reprimand, suspension without pay, demotion, discharge.

If the Department determines that a suspension without pay is the appropriate level of discipline, forfeiture of vacation time for some or all of the period of suspension is available, provided this substitution is mutually acceptable to the Guild and the County. If forfeiture of vacation time is agreed upon, such agreement will be reduced to writing with a copy provided to the Guild, County, and employee.

Verbal reprimands shall not be used as a basis for progressive discipline and shall not be introduced or otherwise used as evidence by the Employer in a grievance arbitration occurring more than 24 months after the issuance of the first verbal reprimand.

- 26.4 The Employer may discipline an employee for just cause. To achieve a timely resolution to disciplinary issues, an investigation will generally be completed within 30 days of the conduct being known to the Employer. In cases where extenuating circumstances exist, including a criminal investigation, the time limit may be extended with approval of the Sheriff or designee upon good cause provided.
- 26.5 Any employee who is under investigation for disciplinary action which may result in a permanent notation in their personnel file or which may result in a written reprimand, suspension without pay, demotion, or discharge shall, before being required to respond or answer questions pertaining thereto, be informed of the existence and nature of the investigation, and will be provided the safeguards set forth in Section 26.9.
- 26.6 Due Process: The Employer provides pre-disciplinary "due process," including written notice of the charges and the facts upon which the charges are based, notice of the maximum range of discipline under consideration, and an opportunity to meet with the decision-maker or designee. Pre-disciplinary due process shall apply anytime the County is considering economic discipline (*i.e.*, suspension without pay, demotion, or discharge). The County shall not impose economic discipline of a non-probationary employee without pre-disciplinary due process procedures. At least three days prior to the meeting with the decision maker, the County shall provide the Guild and the employee with copies of the entire disciplinary investigative file. No copying costs shall be assessed when providing the disciplinary investigative file.

Verbal or Written Reprimand: The employee or the Guild may submit a written rebuttal to a verbal or written reprimand, and the written rebuttal shall be maintained with the record of reprimand.

Request for Information: If a grievance is filed, documents, evidence and/or information upon which the County has relied in the discipline decision shall be provided to the Guild and the employee without costs.

26.7 Probationary employees shall work under the provisions of this Agreement, but shall be only on a trial basis, during which period they may be discharged without just cause and without any recourse.

26.8 Any disciplinary action by a supervisor other than the Sheriff, except verbal reprimands, shall not be final unless affirmed in writing by the Sheriff or designee. Notations or copies of any such disciplinary action shall be sent to the Guild at the time it is given to the employee.

26.9 General Procedures.

A. Potential Discipline Situations: Any employee who will be interviewed at a disciplinary interview concerning an act that, if proven, could reasonably result in disciplinary action, will be afforded the following safeguards:

1. The employee and the Guild will be informed that a disciplinary investigation is commencing, unless the employee is under criminal investigation, or if doing so would jeopardize either the criminal or administrative investigation.
2. At least 48 hours prior to an internal investigatory interview by the County of the affected employee, the result of which could be discipline, the employee and the Guild will be informed, in writing, of the nature of the investigation and the specific allegations, policies, procedures and/or laws that form the basis for the investigation at that time; the employee will be afforded the opportunity to consult with a Guild representative or Guild attorney; and the employee and the Guild will be provided with a copy of all available material the County possesses related to the investigation, unless the County elects to provide a written statement of essential facts.
3. When releasing information to the employee and the Guild, the County may place conditions on disclosure of witness statements under circumstances where the conditions are warranted in order to limit risk of claims or aggravation of difficult circumstances in the work place or in the County's relationship with a victim. In such event, the County and the Guild shall cooperate to meet appropriate investigative and due process needs.
4. The employee shall be allowed the right to have a Guild representative or Guild Attorney present during the internal investigatory interview. The opportunity to have the Guild representative or Guild Attorney present at the interview shall not delay the interview more than four hours, except for minor complaints (incidents for which no more than a verbal reprimand may result) which may be handled immediately when a representative is not readily available. However, if in the course of the interview it appears as if a more serious disciplinary problem has developed, the employee will be allowed up to four hours to obtain a Guild representative or Guild Attorney to be present at the interview.

5. The County shall make a reasonable good faith effort to conduct these interviews during the employee's regularly scheduled work shift, except for emergencies. However, the County may schedule the interview outside the employee's regular working hours as long as the appropriate overtime payments are made to the employee. Where an employee is working on a graveyard shift, the County will endeavor to conduct the interview contiguous to the employee's regular work shift, and the appropriate overtime hours payments shall be made to the employee.
 6. The employee will be directed to answer any questions specifically involving the non-criminal matter(s) under investigation.
 7. The employee shall be entitled to such reasonable intermissions as may be requested for personal necessities.
 8. All interviews shall be limited in scope to activities, circumstances, events, conduct or acts that pertain to the incident that is the subject of the investigation. Nothing in this section shall prohibit the County from questioning the employee about information that is developed during the course of the interview.
 9. The County shall digitally record the interview. The Guild may also digitally audio record the interview, however, the County shall provide the Guild a copy of the completed interview, upon request.
 10. Interviews and investigations shall be concluded without unreasonable delay.
 11. The employee and the Guild shall be notified in writing of the results of any investigation and the date of the investigation.
- B. 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, 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 deputy or deputies. 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 deputies 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 deputy involved in the incident that they have the right to be allowed access to any of the following as soon as possible and the deputy shall be allowed to contact and or consult with:
 - i. Their spouse;
 - ii. The deputy's 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 deputy 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 deputy in the internal investigation. The interviewer will be trained in the appropriate techniques for interviewing deputies 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 deputy involved in a critical situation will be done under circumstances intended to minimize the traumatic effect of the interview on the deputy.

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

- e. At the request of the deputy, or the option of the Sheriff's Office, the deputy 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 a deputy 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 deputy 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 deputy or the Sheriff's Office believes that the deputy should return to the deputy's regular assignment, at either the deputy'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 deputy will be encouraged and allowed full access to counselors without loss of pay or benefits to the deputy until the deputy returns to full duty.

- 26.10 The Guild on behalf of an employee shall have the right to have a disciplinary action against the employee reviewed for just cause and severity of discipline either by the Benton County Civil Service Commission or through the grievance procedure of this Agreement. Once the Guild on behalf of an employee elects the forum for review, the employee and the Guild are bound by the procedural requirements of that forum. That selection shall be final and the Guild and said employee cannot pursue the matter under the other forum.
- 26.11 If the Guild on behalf of an employee elects to have a disciplinary action against the employee reviewed by the Benton County Civil Service Commission, the Guild must make the request within 10 calendar days of the disciplinary action otherwise the disciplinary action shall be final and binding. The Guild must file a written demand for an investigatory hearing regarding the disciplinary action through the Benton County Civil Service Commission, and the matter shall be handled in accordance with applicable procedures as contained in the Rules and Regulations of the Benton County Civil Service Commission.

ARTICLE 27 – LAYOFF AND RECALL

- 27.1 The Employer shall be the sole determiner of when layoffs are necessary. The Employer may lay off employees when such action is determined to be necessary by reason of lack of work, lack of funds and/or reorganization.
- 27.2 The Employer shall give as much written notice as practicably possible to designated employees.
- 27.3 When the Employer determines that a layoff is necessary, then the Employer shall determine the number of employees and the affected classifications to be laid off. The Guild's President or designee will be notified, in writing, of the number of employees and classifications designated for reduction as soon as said determination is made. The least senior employee within a rank or classification designated for reduction shall be laid off from the rank or classification. Persons laid off within each rank or classification shall revert to the next lowest rank or classification in which they have previously served. In the event that such entry requires or results in a reduction of force in the lower rank, such reduction shall be accomplished by a demotion or layoff of the person or persons in said lower classification or rank having the least seniority. Time spent in all higher classifications or ranks within the bargaining unit shall count towards seniority for purposes of layoff within an affected classification. In the event of a subsequent vacancy within one year in a higher classification or rank, employees demoted by layoff shall have the first right to be reassigned to a higher classification or rank, unless the employee was removed from the higher classification for performance or disciplinary reasons.
- 27.4 Employees laid off will be eligible for reinstatement for a period of one year. No new employees shall be hired by the County until the Sheriff or designee determines that available, qualified employees within the classification placed on layoff have been offered re-employment. It shall be the employee's responsibility to keep the Employer advised of their current address. An offer of re-employment shall be in writing and sent by registered or certified mail to the employee. A copy of the County's offer of re-employment shall also be provided to the Guild President or designee. The employee shall be deemed to have received notice within five calendar days after the County mailed said notice. An employee so notified must indicate their acceptance of said re-employment within 10 calendar days of receipt of notice and shall be back on the job within 20 calendar days of acceptance of said offer or forfeit all call-back rights under this Article.
- 27.5 Employees recalled from layoff shall not lose previously accumulated time in service, provided all other provisions of this Article are complied with, including that the employees must be re-employed within one year to retain these call-back rights and that the employee has successfully completed their probationary period.

- 27.6 Employees laid off shall be compensated for unused compensatory time and unused accumulated vacation leave and sick leave in accordance with the terms of this Agreement.
- 27.7 No layoff of a regular employee represented by the Guild may occur until the Sheriff's Office has terminated the employment of all non-regular paid employees serving in Guild positions as temporary employees, provisional employees and/or reserves.
- 27.8 Any paid work for a temporary, provisional and/or reserve employee in a Guild position must be offered first to any Guild represented employee in layoff status. If no Guild represented employee in a layoff status accepts such offer, then the Sheriff's Office may use a paid temporary, paid provisional or paid reserve subject to the terms and conditions of this Agreement.

ARTICLE 28 – WAGE RATES AND OTHER COMPENSATIONS

- 28.1 Appendix A reflects qualifications, promotions and other terms.
- 28.2 Effective January 1, 2025, the 2024 Pay Matrix will be increased by five percent.
Effective January 1, 2026, the 2025 Pay Matrix will be increased by four percent.
Effective January 1, 2027, the 2026 Pay Matrix Salary will be increased by four percent.
- A. On the second payroll of each month, the County will divert \$100 of each employee's base wages to each employee's HRA VEBA Trust.
- B. The \$100 diversion to HRA VEBA means that LEOFF contributions are based on the salary schedule amount. The \$100 diverted to HRA VEBA is not subject to payroll taxes.
- 28.3 Effective January 1, 2025, the County will match employee contributions up to two percent and contribute an additional one and one half percent of the employee's base wage into the County sponsored Mission Square 457 plans.
- 28.4 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 as a Deputy Sheriff on the date of the last signature affixed to this Agreement.

ARTICLE 29 – LEAVE OF ABSENCE WITHOUT PAY

- 29.1 An employee may be granted a leave of absence without pay up to 12 months subject to the Sheriff's determination. An employee must request such leave of the Sheriff in writing. The Sheriff may approve or disapprove said leave. Such leave requests shall be made 30 days prior to the anticipated start of leave except in the event of sickness. Prior to approval of such leave, the employee and the Sheriff shall reach a mutually acceptable agreement, in writing, with regard to the date of return and work position to which the employee will return. Leave of absence without pay shall not be authorized in any case where such leave shall operate to the detriment of the Sheriff's Office service. A copy of all documents related to such denied or granted leave of absence without pay shall be provided to the Guild President or designee by the Sheriff or designee.

- 29.2 The employee shall be allowed to retain their health and welfare benefits and other insurance during the unpaid leave; however, said employee shall pay the entire premium for any and all types of insurance retained by the employee. The employee's anniversary date and seniority date shall be adjusted for the leave period. Employee's accrued sick leave will be frozen and employees will not be able to use paid sick leave while on leave without pay ("LWOP").
- 29.3 LWOP will normally not be granted to an employee until the employee has first utilized all vacation accrued unless the Sheriff determines that circumstances warrant granting LWOP without exhausting accrued vacation or unless an applicable law gives authority. Such leave will not be granted for purpose of the employee gaining personal advantage or profit.
- 29.4 If the Employer determines that there is a need for such information, the employee shall present satisfactory evidence of their capability of resuming job duties at proper levels of efficiency before returning to work.

ARTICLE 30 – 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 (3) consecutively scheduled work days will constitute a voluntary quit. The Personnel Action Form (PAF) shall be used in applying for any leave.

ARTICLE 31 – 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 a person with a disability, political affiliation, or any other protected status, 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 32 – LEAVE SHARING

- 32.1 The purpose of the program is to allow an employee to transfer any portion of their vacation leave, as defined in this Article, 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.
- 32.2 **Definitions:** For purposes of this Article, vacation leave is defined as vacation leave only and does not include sick leave, compensatory time, or any other accrued paid leave time.
- 32.3 **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 have no less than 40 hours of accrued leave after the transfer is completed.
- B. 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 and to the Guild President or designee.
- 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 (8) people donate ten (10) hours of leave each and the recipient takes one (1) day off, one (1) 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.
- 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 33 – TERM OF AGREEMENT

- 33.1 This Agreement is effective January 1, 2025, except as otherwise indicated in this Agreement, and shall remain in effect until the 31st day of December, 2027. 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.
- 33.2 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 PERC. The determination of the mediator from the PERC shall be advisory only and not binding on either party.

ARTICLE 34 - OFF-DUTY/EXTRA-DUTY EMPLOYMENT

- 34.1 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.

34.2 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.

34.3 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. Off-duty employment must be of a non-police nature.
- B. Utilization of vested police powers must not be a condition of employment for any off-duty position.
- C. The work must not provide real or implied law enforcement service to the off-duty employer.
- D. The work must not involve any misuse of the employee's law enforcement commission.
- E. 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.
- F. 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.
- G. 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.
- H. Sheriff's Office equipment, identification, weapons, uniforms or vehicles must not be utilized for the off-duty employment.
- I. 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.
- J. Off-duty employment will not be approved in a lounge, tavern or nightclub setting where alcoholic beverages are served.
- K. 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.

34.4 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 BCDSG "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.

34.5 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 serving an initial probationary period in any entry level position will generally not be eligible for off-duty or extra-duty employment. Personnel serving probation in a promotional position may be eligible for off-duty and extra-duty employment if all other conditions are met.
3. 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.
4. 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.
5. 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.
6. 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.
7. Employees directed to report for Sheriff's Office overtime work will do so regardless of their off-duty employment situations.

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

A. Requirements

1. Deputies 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. Deputies will use their normal radio call sign.
3. Deputies 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. Deputies will not accept gratuities or meals from the extra-duty/off-duty job employer and will follow rules of conduct as outlined in BCSO General Order 26.1.
5. Deputies shall perform extra duties that are requested by the extra-duty employer and approved by the Sheriff's Office.
6. Supervision of deputies working extra-duty jobs is assigned to Patrol Division Supervisors based on the hours of the extra-duty job.
7. Police/Citizen complaints related to extra-duty jobs will be handled by the Sheriff's Office according to BCSO General Order 52.

- B. Off-duty or extra-duty employment will not be approved when deputies 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.

ARTICLE 35 – FITNESS FOR DUTY

When there is cause to believe that an employee is physically or mentally unfit to perform the full duties of the employee's position, an employee may be required to submit medical verification of the employee's ability to work from a physician of the Employer's choosing. The employee may submit a second medical opinion from a physician of the employee's choice. In the event the medical opinions are conflicting, a third physician shall be selected who is mutually acceptable to the Sheriff or designee and employee and that opinion shall govern. If the employee is found unfit to continue in the position the employee shall be placed on medical leave if the disability is for less than six months as provided above. If the temporary disability is expected to continue for longer than six months, the employee may be separated for medical reasons. If the temporary disability is expected to, or actually results, in the employee being on medical leave exceeding six months, the employee may request a one-time extension of temporary medical leave for up to an additional three months. If the temporary disability is expected to, or actually exceeds, beyond all extended time granted, then the employee shall be separated for medical reasons and may be eligible for reemployment or reinstatement in accordance with the Rules and Regulations of the Benton County Civil Service Commission.

This section shall not apply to work-related injuries covered under Workers' Compensation.

[THIS SECTION LEFT INTENTIONALLY BLANK]

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:
Sheriff Croskrey
870CC2B8CAF2472...
THOMAS CROSKREY, Sheriff

BENTON COUNTY DEPUTY SHERIFF'S GUILD

Signed by:
Brett Hansen
73D9D9BF09864F2...
Brett Hansen, President

BENTON COUNTY COMMISSIONERS

DocuSigned by:
Jerome Selvin
7ED07603203E400...
Chair

DocuSigned by:
Michael Alvarez
D0C0F57E34074E4...
Chair Pro Tem

DocuSigned by:
Will McKay
135067D784E74CF...
Commissioner

Constituting the Board of
Benton County Commissioners

Attest:

DocuSigned by:
Amanda Pearson
34025A975E034GE...
Clerk of the Board

Date: 11/19/2024

Approved as to form:

Signed by:
Amber Smith
66133867FCDE423...
AMBER SMITH
Deputy Prosecuting Attorney

APPENDIX A

- A. **PAY PLAN PROGRESSION:** To be placed at a grade on the pay scale for the Deputy Sheriff Classification and for progression through the salary grades, a candidate must meet the following requirements for each grade:

Deputy Sheriff Grade 1: Successful completion of 12 months service at Grade 2.

Deputy Sheriff Grade 2: Lateral hire or successful completion of 12 months service at Grade 3.

Deputy Sheriff Grade 3: Lateral hire or successful completion of 12 months service at Grade 4.

Deputy Sheriff Grade 4: Lateral hire or successful completion of 12 months service at Grade 5B.

Deputy Sheriff Grade 5B: New or entry level hire who has successfully completed the Washington State Criminal Justice Training Commission Basic Law Enforcement Academy.

Deputy Sheriff Grade 5A: New hire who has not successfully completed the Washington State Criminal Justice Training Commission Basic Law Enforcement Academy.

New Hires: New hires into the Deputy Sheriff classification will normally start at Grade 5A if they have not successfully completed the Washington State Criminal Justice Training Commission Basic Law Enforcement Academy. Progression from Grade 5A to 5B will be effective the first day of the month following successful completion of the Washington State Criminal Justice Training Commission Basic Law Enforcement Academy. Promotion to a higher classification or grade beyond Grades 5A and 5B combined will not be deemed complete until after the completion of the probationary period.

Entry Level Hires: Entry level hires into the Deputy Sheriff classification who have successfully completed the Washington State Criminal Justice Training Commission Basic Law Enforcement Academy prior to employment with Benton County Sheriff's Department will normally start at Grade 5B. Promotion to a higher classification or grade will not be deemed complete until after the completion of the probationary period.

Lateral Hires: The Sheriff may, with the approval of the Board of Commissioners, recognize previous applicable training and experience by starting a new employee at a salary grade higher than Grade 5B as a lateral hire, but no new employee shall be started at a rate higher than Grade 2. A lateral hire must successfully complete a 12 month probationary period at the grade into which they are hired before being eligible for progression to a higher salary grade. The following qualification equivalents may be recognized by the Sheriff as equivalent to service in the Benton County Sheriff's Office for lateral hires:

1. A bachelor's degree from an accredited institution equivalent to two years of service.

2. Completion of an associate degree or the equivalent of two or more years college courses (at least one-half the required credits) leading to a bachelor's degree from an accredited institution equivalent to one year of service.
3. Successful completion of the Washington State Criminal Justice Training Commission Basic Law Enforcement Academy equivalent to one year service.
4. Satisfactory service with another Sheriff's Office, with other law enforcement agencies, or other related experience may, at the discretion of the Sheriff, be substituted for Benton County Sheriff's Office service on the basis that two years such service is equivalent to one year service with Benton County.

B. PAY PLAN PROGRESSION:

1. When an employee attains the requirements needed for the next highest step within a classification and if the employee's performance is, in the opinion of the Sheriff, satisfactory, they will progress to the next highest step within the classification. The pay increase will be effective the first day of the following month. Employees denied progression by reason of unsatisfactory performance will be so notified in writing by the Sheriff with a statement of their reasons. A copy will also be provided to the Guild President or designee. An employee denied progression may be granted such progression at any subsequent time at the discretion of the Sheriff.
2. When the number of Deputy Sheriffs is less than the number included in the Office budget and appropriate employment lists are not available, the Sheriff may with the authorization of the Benton County Civil Service Commission provisionally appoint an employee to duty as a Deputy Sheriff, provided the employee possesses the qualifications essential to the performance of the work of a Deputy Sheriff. Such provisional appointment shall be terminated at such time as appointment can be made from an employment list and shall be for not longer than five consecutive months.
3. APPOINTMENTS/PROMOTIONS: Appointments and/or promotions to a higher classification will not be deemed complete until after the expiration of the period of probationary service. For new hires who have not completed the Washington State Criminal Justice Training Commission Basic Law Enforcement Academy, the probationary period is six months of service after completion of the Field Training Officer (FTO) program. For promotions and lateral hires, the probationary period is twelve months.

APPENDIX B

PAY SCALE, ALLOWANCES, AND OTHER COMPENSATIONS

A. EDUCATION BONUS:

1. Associate's Degree

Employees who present to the Sheriff or designee evidence of satisfactory completion of a two-year Associate's Degree from an accredited institution shall receive two percent added to their base pay.

2. Bachelor's Degree

Employees who present to the Sheriff or designee evidence of satisfactory completion of a four-year Bachelor's Degree from an accredited institution shall receive four percent added to their base pay.

The education bonus is not cumulative and the maximum education bonus that can be received by an employee is four percent. Employees cannot simultaneously receive the Education Bonus and the Veteran Bonus, if otherwise eligible for both bonuses.

Tuition Reimbursement: As an additional educational bonus/incentive, 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 (BA/BS). 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. Total cumulative reimbursement approvals for all eligible employees shall not exceed \$5,000 per fiscal year.

The amount to be reimbursed is limited to 50% of the tuition, books, and fees, up to a maximum \$1,500 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 \$1,500 limit applies to an on-campus semester/quarter equivalent number of classes.)

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

B. SERVICE PAY: The following Service Pay rates will apply to eligible employees based on service years as a Deputy Sheriff, including years in Benton County Corrections. The following percentage of the employee's base pay will be added to the employee's base pay:

60 Months to 120 Months	=	2%
121 Months to 180 Months	=	3%
181 Months to 240 Months	=	4%
241 Months to 300 Months	=	5%
301 Months and greater	=	6%

C. UNIFORM ALLOWANCE AND EQUIPMENT PROVISIONS:

1. 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.
2. 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.
3. An extra, annual clothing allowance in the amount of \$600.00 shall be provided for plain clothes' detectives for purchase of additional work clothing beyond standard issue uniforms as set by the Sheriff or designee.

D. DETECTIVE DUTY: Any employee assigned to detective duty by the Sheriff or designee of Benton County shall receive four percent of their base pay added to their base wage during the time period said employee has been assigned to detective duty.

E. SPECIALTY PAY:

1. The County will provide a premium pay as follows, added to the base pay for each employee assigned by the Sheriff or designee to the following specialty teams:

SWAT – 3%
K-9 – 3%
Pilots – 2%
Marine Coordinators – 2%
Traffic – 2%

No employee can be on more than two specialty teams, however, bilingual and Field Training Officer (“FTO”) incentives below shall not be part of this cap.

2. A premium of two percent of base pay will be paid to those assigned by the Sheriff or designee to the Bilingual team (bilingual interpreters who have been certified as interpreters in accordance with certification requirements determined by the Sheriff or designee).
3. A premium of two percent of base pay will be paid to those assigned by the Sheriff or designee as an FTO.
4. Deputies designated as Training Officers will receive four percent premium pay for all hours spent training. Employees will be eligible for the instructor incentive of four percent while actively instructing students at bona fide, sanctioned training as determined by the Employer. Non-exclusive examples of bona fide, sanctioned training may include pre-planned, syllabus-based Kelly training, academy, post academy training, or community education classes. Examples of non-bona fide, non-sanctioned training may include rollcall, impromptu, or non-syllabus training. Actively instructing does not include providing scene security or acting exclusively as a role-player in training scenarios. This section does not apply to employees designated as Training Coordinators.
5. The number of employees on each specialty team is in the Sheriff’s or designee’s discretion and may be changed by the Sheriff or designee at any time.

- F. K-9 OFFICERS: In each 28-day FLSA work period, K-9 Officers shall be granted 16 hours of release time as compensation for the time it is necessary for the deputy to care for, groom, feed, and maintain the canine during off-duty hours. The K-9 Officers' supervisor will use their best effort to schedule this release time with the K-9 Officer at least seven calendar days in advance. Release time must be scheduled and used by the K-9 Officer during the 28-day FLSA work period in which it is accrued. Release time will normally be scheduled to coincide with the beginning or end of a K-9 Officer's work shift.

K-9 Officers are to record actual time spent on the above activities during each pay period and provide that record to the Employer each pay period. Any such non-regular duty work in excess of the paid release time shall require advanced written approval from the Sheriff or designee.

The release time shall include time necessary for the deputy to care for, groom, feed, and maintain the canine on days off, vacation, and holidays when the deputy has the canine in their possession. The deputy will thus be entitled to the same paid release time for canine care purposes during a scheduled vacation or holiday when the deputy has the canine in their possession.

Hours worked in law enforcement activities by K-9 Officers during hours scheduled as paid release time or outside of their regularly scheduled work shift shall be compensated at one and one-half times the K-9 Officer's regular rate of pay.

The parties have reviewed the hours of work actually spent and reasonably required for K-9 Officers to care for the canine outside normal duty hours and agree that those hours approximate the hours of release time granted. However, it is understood that compensation for canine maintenance work performed by K-9 Officers outside the regular duty assignment may calculate to be a lesser hourly rate than the deputy's regular pay rate.

The above release time is in addition to the Specialty Pay received by K-9 Officers as provided by Appendix B, Section E of this Agreement.

The number of K-9 Officers will be determined and may be changed by the Sheriff or designee at any time, in the Sheriff's or designee's discretion.

- G. SUPERVISORS WORKING OUT OF CLASS: When an employee is assigned by the Sheriff or designee to work out of class for four work days or more in a pay period, for hours worked out of class in that pay period, the employee shall receive a premium of four percent of base pay.
- H. 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.
- I. VETERAN BONUS: Employees who have performed active military service with an honorable discharge (e.g., general discharge under honorable conditions does not qualify) as substantiated by presentation to the Sheriff or designee, of their final DD-214215, shall receive two percent added to their base monthly pay.

The two percent Veteran Bonus will be increased commensurate with future increases to the two percent AA Education Bonus as negotiated for collective bargaining agreements.

Employees cannot simultaneously receive the Education Bonus (e.g., AA/BA/BS) and the Veteran Bonus, if otherwise eligible for both bonuses.

2025 PAY MATRIX

**2025-2027
Agreement by and between
Board of Benton County Commissioners
and
Deputy Sheriff Guild**

COVERING DEPUTY GUILD

Title/Step	TIG (months)	1/1/2025 (Hourly)
		5.00%

Deputy Sheriff

1	60	52.17
2	48	49.68
3	36	47.32
4	24	45.07
5B	12	42.92
5A	0	40.88

Corporal

1	24	57.27
2	12	56.01
3	0	54.78

Sergeant

1	24	62.87
2	12	61.49
3	0	60.13

Lieutenant

1	24	69.01
2	12	67.49
3	0	66.01

2026 PAY MATRIX

**2025-2027
Agreement by and between
Board of Benton County Commissioners
and
Deputy Sheriff Guild**

COVERING DEPUTY GUILD

Title/Step	TIG (months)	1/1/2026 (Hourly)
		4.00%

Deputy Sheriff

1	60	54.26
2	48	51.67
3	36	49.22
4	24	46.88
5B	12	44.64
5A	0	42.52

Corporal

1	24	59.57
2	12	58.26
3	0	56.98

Sergeant

1	24	65.39
2	12	63.95
3	0	62.54

Lieutenant

1	24	71.78
2	12	70.19
3	0	68.66

2027 PAY MATRIX

**2025-2027
Agreement by and between
Board of Benton County Commissioners
and
Deputy Sheriff Guild**

COVERING DEPUTY GUILD

Title/Step	TIG (months)	1/1/2027 (Hourly)
		4.00%

Deputy Sheriff

1	60	56.44
2	48	53.74
3	36	51.19
4	24	48.76
5B	12	46.43
5A	0	44.23

Corporal

1	24	61.96
2	12	60.60
3	0	59.26

Sergeant

1	24	68.01
2	12	66.51
3	0	65.05

Lieutenant

1	24	74.66
2	12	73.00
3	0	71.41