

AGREEMENT

by and between

SNOHOMISH COUNTY, WASHINGTON

and

SNOHOMISH COUNTY

DEPUTY SHERIFF'S ASSOCIATION

April 1, 2021 through March 31, 2025

TABLE OF CONTENTS

ARTICLE 1	STATEMENT OF PURPOSE	1
ARTICLE 2	RECOGNITION, ASSOCIATION MEMBERSHIP AND PAYROLL DEDUCTION.....	1
ARTICLE 3	GENDER	1
ARTICLE 4	ASSOCIATION PRIVILEGES.....	2
ARTICLE 5	HOURS OF WORK, OVERTIME, CALLBACK, COURT TIME AND STANDBY	3
ARTICLE 6	SENIORITY (RECOGNITION OF CONTINUOUS SERVICE)...	6
ARTICLE 7	WAGES	8
ARTICLE 8	HOLIDAYS	8
ARTICLE 9	LEAVES	9
ARTICLE 10	INSURANCE BENEFITS.....	16
ARTICLE 11	UNIFORMS, CLOTHING ALLOWANCE AND CLEANING ALLOWANCE.....	19
ARTICLE 12	MISCELLANEOUS.....	21
ARTICLE 13	MANAGEMENT RIGHTS AND PROTECTIONS.....	23
ARTICLE 14	PROBATIONARY PERIODS, PROMOTIONS	24
ARTICLE 15	CONTRACT CITIES AND TOWNS	24
ARTICLE 16	DISCIPLINE AND DISCHARGE.....	29
ARTICLE 17	LAYOFF AND SPECIALITY UNIT STAFFING REDUCTION	29
ARTICLE 18	EMPLOYEE RIGHTS	30
ARTICLE 19	PERFORMANCE OF DUTY	32
ARTICLE 20	GRIEVANCE PROCEDURE	33
ARTICLE 21	LEGALITY	34
ARTICLE 22	SUBORDINATION OF AGREEMENT	34
ARTICLE 23	ENTIRE AGREEMENT.....	34
ARTICLE 24	DURATION.....	35
ARTICLE 25	LIMITED DUTY	35
Signature Page	36
APPENDIX	37
Attachment 1	47

THIS AGREEMENT is by and between the COUNTY OF SNOHOMISH, WASHINGTON AND THE SHERIFF OF SNOHOMISH COUNTY, hereinafter collectively referred to as the Employer, and THE SNOHOMISH COUNTY DEPUTY SHERIFF'S ASSOCIATION hereinafter referred to as the Association.

ARTICLE 1 STATEMENT OF PURPOSE

- 1.1 It is the purpose of this Agreement to achieve and maintain harmonious relations between the Employer and the Association; to provide for equitable conditions of work and to establish proper standards of wages and hours and to mutually strive to achieve peaceful adjustment of any difference which may arise.
- 1.2 The employees and the Employer shall join in the full spirit of professional ethics and performance of lawful duty to devote maximum individual and group effort to achieve the best possible product in each mission or assignment; and to direct a maximum effort to assimilation and application of technical, academic and managerial knowledge to build a team of highly qualified and respected law enforcement officers.

ARTICLE 2 RECOGNITION, ASSOCIATION MEMBERSHIP AND PAYROLL DEDUCTION

- 2.1 **Recognition** - The Employer recognizes the Association as the exclusive bargaining representative for all full-time fully commissioned law enforcement officers of the Snohomish County Sheriff's Department (whose duties consist of enforcing the laws of the State of Washington; protecting life and property; serving warrants and civil processes; issuing traffic citations; and performing investigative functions) up through the rank of Sergeant and excluding confidential employees and all other employees of the employer.
- 2.2 **Payroll Deduction** - Upon the written authorization from an employee within the bargaining unit, the Employer shall deduct from the pay of such employee the monthly amount of dues as certified by the Secretary of the Association and shall transmit the same to the treasurer of the Association.

ARTICLE 3 GENDER

Wherever words denoting a specific gender are used in this Agreement, they are intended and shall be construed so as to apply equally to either gender.

ARTICLE 4 ASSOCIATION PRIVILEGES

4.1 **Association Officials Time Off** - An Association official who is an employee in the bargaining unit (Association Steward and/or a member of the Negotiating or Grievance Committee) shall be granted reasonable time off with pay while conducting contract negotiations or grievance resolution on behalf of the employees in the bargaining unit; provided:

They notify the Employer at least forty-eight (48) hours prior to the time off;

The Employer is able to properly staff the employee's job duties during the time off.

4.1.1 With management approval, the President or another single designee of the Association may be allowed to adjust their work schedules so as to perform necessary duties relating to the above matters without loss of pay. This shall be with the understanding that the cost to the Employer is neutral, i.e. not greater than the cost to the Employer would have been without the adjusting of work schedule(s). To ensure that the cost is neutral, the Association members will donate 800 hours of vacation per calendar year to reimburse the Employer for shifts shorted due to the above adjusting of work schedules. Banked hours shall not be forfeited but rather the contribution from each employee shall be adjusted in January of each year so as to begin the year with a total contribution of 800 total hours. In some years this means that the total employee contribution will exceed 800 hours so as to begin the year with the 800 hour balance and in some years the employees will donate less. Annually, each member of the bargaining unit will have four (4) hours of vacation leave deducted from his/her vacation accruals.

4.1.2 **Special Conferences** - Upon prior notice by the Association, the Sheriff shall allow time off with pay for SCDSA representatives (not to exceed five) to attend Washington State Council of Police annual meetings (not to exceed three (3) working days for a single function).

Attendance by individual officers at these or similar functions at the express request of the Sheriff shall not be charged to the Association leave bank but shall be considered and paid as a regular working day.

4.2 **Association Investigative and Visitation Privileges** - The Labor Representatives of the Association may visit the work location of employees covered by this Agreement at any reasonable time for the purpose of investigating grievances. Such representative shall limit his/her activities during such duties to matters relating to this Agreement. County work hours shall not be used by employees or Association Representatives for the promotion of Association affairs other than stated above.

- 4.3 **Bulletin Boards** - The Employer shall provide space for a bulletin board at each station which may be used by the Association.

ARTICLE 5 HOURS OF WORK, OVERTIME, CALLBACK, COURT TIME AND STANDBY

- 5.1 **Hours of Work** - Changes in the department's established work shifts shall be subject to bargaining between the parties. The Sheriff may make work shift changes of up to three (3) months to accommodate special circumstances of the Department. Moreover, at the time of the annual bid, the employer may make adjustments to the start times of the patrol shifts of up to two hours.
- 5.1.1 The work period and the employee's regular schedule shall have the following characteristics:
- 5.1.2 The work period shall not exceed a twenty-eight (28) calendar day period of time.
- 5.1.3 Except as otherwise agreed in MOU dated March 4, 1999 for Stanwood schedules, the regular schedule shall provide for not more than one hundred sixty (160) hours of work within a twenty-eight (28) day period. Should the work period be reduced below twenty-eight (28) days the maximum regularly scheduled number of hours during such work period shall be reduced proportionately.
- 5.1.4 Regularly scheduled days off shall be provided in such a manner that the employee has not less than two (2) consecutive days off at each interval. No employee regularly assigned to work during night shift hours shall be required to work if they have less than eight hours between when they are last released from duty and the beginning of their regular shift. If less than eight hours are available prior to the beginning of the regular shift, the employee will have their contiguous shifts rescheduled to accomplish the objective.
- 5.2 **Overtime** - Overtime pay shall be paid for any work authorized and performed in excess of that provided by these provisions or by the employee's established work schedule. All such work shall be paid at the rate of one and one-half (1-1/2) times the employee's regular hourly rate of pay.
- 5.2.1 All hours worked shall be compensated for in increments of fifteen (15) minutes with the major portion of fifteen (15) minutes being paid as fifteen (15) minutes.

5.2.2 Overtime shall be paid at the rate of one and one-half (1-1/2) times the employee's regular hourly rate of pay; provided however, with the mutual agreement of the employee and the employer, the employee may elect to receive compensatory time off at the rate of one and one-half (1-1/2) times the time worked in lieu of paid overtime.

Employees may accrue compensatory time to a maximum of 60 hours. Employees shall be permitted to use compensatory time within a reasonable period after making the request if the anticipated use is within 180 calendar days from the date earned and the use of the compensatory time does not unduly disrupt the operations of the Sheriff's Office. If compensatory time is not used within 180 calendar days from the date earned, employees shall be permitted to use the compensatory time within a reasonable period after making the request if the use of the compensatory time does not unduly disrupt the operations of the Sheriff's Office or the employer may require employees to use such compensatory time at a time assigned by the employer. Supervisors shall not unreasonably deny the accumulation of compensatory time. There shall not be a cash-out option for compensatory time earned, except for separation from employment.

5.3 **Callback** - Employees called back to service for purposes other than court appearances, after completing required duty and having left the place of duty shall be compensated for actual time spent, but in no event shall such compensation be less than three (3) hours at the overtime rate. Except for emergency situations, the employee shall be required to perform solely that specific assignment for which he/she was called out. Time worked directly adjacent to a shift will not be considered a callback.

5.3.1 Employees who are contacted by telephone when off duty (1) by the employee's supervisor or (2) by a Prosecuting Attorney for a work-related purpose shall be paid overtime for actual time worked. Such time worked shall be signed and submitted by the employee on a form to be provided by the Sheriff. This provision shall also apply to investigation supervisors who are contacted by telephone when off duty for a work-related purpose.

5.4 **Court Time** - Any time an employee is subpoenaed or ordered to be available for court during off-duty hours, that employee shall receive a minimum of three hours of overtime pay. Unless the employee is released from his/her appearance by the Court by 6:00 p.m. one day prior to his/her subpoenaed or scheduled appearance, he/she shall receive the pay authorized by this section whether or not the employee is ultimately released from the duty to appear.

- 5.5 **Vacation Call Back** - If the Employer cancels vacation once vacation has been approved and the affected employee has incurred non-refundable or unusable expenses in planning for the same, the employee shall be reimbursed by the County for those expenses. Any employee called back to duty for any reason once the vacation has begun shall be reimbursed for round trip transportation costs involved in returning for duty and shall be compensated at the overtime rate for all shifts the employee is required to return to duty from vacation, not to exceed seven (7) calendar days following his/her recall.
- 5.6 **Stand-by** - The Sheriff or his designee may order officers to be on standby duty. The officers so ordered to be on standby shall be prepared to report for duty immediately when called to report. Officers on standby duty shall receive twenty-five percent (25%) of their straight-time hourly rate while on standby with a one (1) hour's pay minimum.
- 5.7 **Shift Differential** - Patrol Employees regularly assigned to swing shift shall receive a shift differential of one percent (1.0%) of their regular base rate for all hours so worked. Patrol Employees regularly assigned to night shift shall receive a shift differential of two percent (2.0%) of their regular base rate for all hours so worked. Employees whose regularly assigned work hours extend over two (2) or more shifts shall be paid at the rate applicable to the majority of hours so assigned.
- 5.8 **On-Call** - Employees while in on-call status shall log all time actually worked on a form to be prescribed by the Sheriff. Such time shall be paid as overtime in fifteen (15) minute increments as it is accrued. Employees placed on-call by the Employer shall carry a pager or be available by telephone as their sole obligation to the Employer. Such employees shall not be transferred, disciplined, or otherwise retaliated against for failing to make themselves more available than this section provides.
- 5.9 **Graveyard Employees Court and Employer-Mandated Training Schedules** - Graveyard employees shall be relieved from duty, with no loss of pay, no less than eight (8) hours before having to be available for Court or employer-mandated training and shall have at least an eight (8) hour rest period, with no loss of pay, prior to having to report for work after being released from Court or employer-mandated training. When possible, employees shall be scheduled for their short day for Court availability or employer-mandated training.

ARTICLE 6 SENIORITY (RECOGNITION OF CONTINUOUS SERVICE)

6.1

The seniority provisions of this agreement shall supplant and not supplement civil service rules regarding seniority and layoff. Seniority for all purposes unless otherwise provided in this agreement, shall be the length of continuous service as a probationary or regular employee in a class included in the bargaining unit.

Seniority shall be evidenced by a seniority date for each employee, which shall be the date of his appointment to a class in the bargaining unit, subject to adjustment as provided in Section 6.3.

Within each class, employees shall be ranked in order of seniority. Where seniority dates do not establish a definite seniority differential, seniority ranking shall be determined as follows:

- a. If employees with identical seniority dates were appointed from the same eligibility list, they shall be ranked in order of their relative standing on that eligibility list.
- b. If employees with identical seniority dates were appointed from successive eligibility lists, the employee appointed from the earlier eligibility list shall take precedence over the employee appointed from the later eligibility list.
- c. If employees with identical seniority dates were appointed from different and non-successive eligibility lists and the identity of dates is the result of adjustment as provided in Section 6.3, the employee with the earlier of the original dates of appointment to the class shall take precedence over the employee with the later original date of appointment.
- d. Among employees with identical seniority dates, lateral entry employees shall be ranked in seniority above other employees.
- e. Where identical seniority ranking is not otherwise resolved, seniority order shall be determined by lot with the affected employees present.

The Sheriff shall furnish the Association with up-to-date copies of the seniority list, upon request, showing for each class the name and seniority date of each regular or probationary employee listed in order of seniority ranking.

6.2 An employee's seniority date and ranking shall not be affected by any of the following circumstances:

- a. Absence from work during which the employee is in pay status including Law Enforcement Officers and Fire Fighters' sick or disability leave as provided by RCW Chapter 41.26.
- b. Absence from work resulting from injury in the line of duty during which the employee is on approved leave of absence without pay or disability retirement, PROVIDED THAT the total absence, including both paid and unpaid time, does not exceed one year.
- c. Separation due to layoff lasting thirty (30) days or less.
- d. Any other unpaid leave of absence denominated in Article 9; PROVIDED THAT seniority shall not accrue for unpaid absences beyond one (1) year unless required by state or federal statute.
- e. Disciplinary actions.
- f. Absence from work during which the employee is on Washington Paid Family & Medical Leave.

6.3 An employee's seniority date shall be moved forward for each and every day off work under the following circumstances:

- a. Approved leave of absence without pay except as otherwise provided above.
- b. Separation due to layoff beyond the first thirty (30) calendar days of such layoff.

Adjustments to seniority dates shall be made calendar day for calendar day. The Sheriff shall notify the Association and employee in writing of any circumstances requiring the adjustment of seniority dates within ten (10) days of their occurrence.

6.4 Shifts, vacations, and, in the case of Patrol, precinct assignments will be determined by seniority within the bargaining unit. Employees shall be allowed to bid, at least annually, as provided herein; provided that the Sheriff may, for reasonable cause, make an assignment without reference to seniority.

The DSA has the right to attend and participate in the bid process.

- 6.5 An employee shall lose all seniority in the event of discharge or voluntary termination.
- 6.6 An employee promoted or transferred to a commissioned position in the Sheriff's office which is not in the bargaining unit shall continue to accrue seniority. Upon return to the bargaining unit, the employee's seniority date shall reflect all continuous time served as a member of the Sheriff's office.

ARTICLE 7 WAGES

The monthly rates of pay for employees covered by this Agreement shall be as set forth in the Appendix which by this reference shall be incorporated herein as if set forth in full.

ARTICLE 8 HOLIDAYS

- 8.1 The following are paid holidays. Part-time employees shall receive holiday pay on a pro-rated basis:

New Year's Day	Labor Day
Martin Luther King, Jr. Day	Veteran's Day
President's Day	Thanksgiving Day
Memorial Day	The Day After Thanksgiving Day
Juneteenth	Christmas Day
Fourth of July	

- 8.2 When an employee's regularly scheduled days off fall on an observed holiday, the Employer shall provide holiday time off in an amount of time equal to the number of hours regularly worked or pay at the employer's option an amount equal to the amount the employee earns in his regularly scheduled working day. This holiday compensatory time off may be accumulated up to a total of 72 hours per year.
- 8.3 An employee who is required to work on an observed holiday as set forth in Section 8.1, shall be compensated at the rate of two and one-half (2-1/2) times the employee's regular hourly rate of pay for each hour worked inclusive of holiday pay. This pay may be accumulated as holiday compensatory time off at the employee's option up to a total of 72 hours per year.
- 8.4 Holidays occurring during the time an employee takes leave shall be treated as a holiday and not be included as leave days.

8.5 In addition to those holidays enumerated in 8.1 there shall be two (2) additional floating holidays. Floating holidays accrue and may be used as of January first of any given year; provided that, one such floating holiday shall be forfeited if an employee terminates his employment prior to July first of that year. If an employee terminates his employment prior to July first and has already taken both floating holidays, one day shall be deducted from that employee's vacation pay-out.

8.6 In October of each year, provided that funding is available, employees may sell up to 72 hours of accumulated holiday compensatory time off back to the employer in increments equal to one full shift to be paid by December first (1st) of that year.

ARTICLE 9 LEAVES

9.1 **Vacation Leave** - Employees shall accrue annual leave with pay for the number of working days corresponding to the following schedule:

<u>CONTINUOUS YEARS OF SERVICE</u>	<u>VACATION HOURS ACCRUED PER YEAR WORKED</u>	<u>DAYS PER YEAR</u>
1 st year	80	10 days
2nd year	96	12 days
3rd through 5th years	120	15 days
6th through 9th years	144	18 days
10th and 11th years	168	21 days
12th and 13th years	176	22 days
14th and 15th years	184	23 days
16th and 17th years	192	24 days
18th years through 24 th years	200	25 days
25 years and beyond	224	28 days

For purposes of accrual, a vacation day is an eight (8) hour day.

A new employee hired on the first (1st) through the fifteenth (15th) of the month shall receive a full month's accrual. A new employee hired on the sixteenth (16th) through the end of the month shall receive half a month's accrual. An employee separating on the first (1st) through the fifteenth (15th) of the month shall receive a half month's accrual. An employee separating on the sixteenth (16th) through the end of the month shall receive a full month's accrual.

9.1.1 **Annual Leave / Maximum Accrual** - Except when approved by the Sheriff for good cause shown, an employee's accrued unused annual leave may not at any time exceed 320 hours. Annual leave accrued and unused in excess of that permitted by this Section shall be scheduled in accordance with 9.1.5 or paid as it is accrued at the regular, straight time, hourly rate of pay at the employer's option. If an employee accrues 320 hours in his/her leave bank, the employee will not be paid for the annual/vacation leave he/she accrues in excess of the 320-hour maximum, unless authorized by the employer or in accordance with the provisions below. Instead, he/she may be instructed to reduce his/her annual/vacation leaves so that his/her leave bank does not exceed 320 hours.

Upon receiving such instruction, the employee shall have 30 days to work with his/her supervisor to get enough annual/vacation leave on the schedule to reduce his/her leave bank below the 320-hour maximum. The annual/vacation leave does not have to be taken during the 30 days but has to be scheduled in such a manner to ensure that his/her leave bank will be reduced below the 320-hour maximum.

In the event the employee does not schedule enough annual/vacation leave to reduce his/her leave bank below the 320-hour maximum, in accordance with the provisions above, the employer shall have the right to schedule (put enough annual/vacation leave on the schedule) to reduce the employee's leave bank below the 320-hour maximum. However, the employer shall consult with the employee in the scheduling of such leave.

An employee shall have no right to be paid for the value of the annual/vacation leave he/she accrues in excess of the 320-hour maximum in lieu of taking such leave. However, employees may request pay-outs in lieu of assigned time off under the provisions above in order to meet the required leave reductions(s). Such pay-outs shall be at the sole discretion of the employer. When such payouts are allowed, they shall in all circumstances be at the straight time, hourly rate of pay.

9.1.2 Except as provided in Section 9.1.1, no annual leave shall be deducted from that accrued until it has actually been used; or the employee has agreed to the deduction in lieu of other discipline; or there has been a lump sum settlement.

9.1.3 Except as provided in 8.5, upon termination from all County employment, the employee shall be paid a lump sum settlement for the number of days of annual leave accrued and not previously used. The maximum payout shall not exceed 320 hours.

9.1.4 **Transfers, Leave of Absence and Termination** - Employees transferring from one department or office to another or granted a leave of absence for more than one (1) month or rehired within one (1) year shall accrue annual leave benefits based on the total time of active employment with Snohomish County. In the event of a transfer, leave of absence for more than a month, or separation from employment in good standing for a time less than one (1) year, the employment anniversary date shall be adjusted to reflect the actual period of active duty employment. Employees rehired after separation from employment for more than one (1) year shall accrue annual leave benefits on the same basis as a person never before employed by Snohomish County. An individual on sick leave or disability leave shall for purposes of this Section be deemed to be on active duty employment.

9.1.5 Annual leave shall be taken at the time requested by the employee in accordance with seniority as provided in Article 6, except that leave shall be at a time when it shall not impair the efficiency of working units (e.g., Narcotics, Detectives, Patrol [within precinct assignment]); and, if the Sheriff or designee determines that the nature of the work is such that no employees or a limited number of employees may be on vacation at a given time, he/she may establish non-leave periods and priority lists for assigning the order in which leaves may be taken.

9.1.6 **Lateral Transfer Employees** – For the purpose of determining vacation accruals under 9.1, lateral transfer employees hired by the Employer shall be provided a conditional front-load of vacation and be considered to have additional years of continuous service as follows:

- (1) Employees who came to the County with less than five (5) years of service as a peace officer shall be considered to have an additional two (2) years of continuous service;
- (2) Employees who came to the County with five (5) or more years of service as a peace officer shall be considered to have an additional five (5) years of continuous service; and
- (3) Employees will be provided with a one-time vacation leave award of forty (40) hours at the completion of the Sheriff's Office Field Training Program (this shall be over and above the monthly accruals). A lateral transfer employee granted front-loaded vacation leave who separates from the position before completing his or her probationary period will forfeit (40) hours of vacation leave, or the full leave balance available if less than forty (40), and a corresponding deduction from the employee's final paycheck shall be made for the number of available vacation leave hours less than forty (40).

9.1.6.1 **Lateral Transfer Employees, Step Placement** - For the purpose of determining step placement under Section 9.1, lateral transfer employees hired by the Employer shall be provided with step placement as follows:

- (1) Lateral transfer employees with two (2) or fewer years of service as a peace officer will be hired at Step 3 of the pay range;
- (2) Lateral transfer employees with more than two (2) years of service as a peace officer will be hired at Step 4 of the pay range; and

9.1.6.2 **Lateral Transfer Employees, Moving Reimbursement** - For the purpose of potential moving reimbursement, lateral transfer employees hired by the Employer shall be eligible for moving reimbursement as follows:

- (1) Lateral transfer employees who relocate within ninety (90) days of their hire date from their primary residence within Washington State shall be eligible to be reimbursed for up to \$2,000 of reasonable moving costs;
- (2) Lateral transfer employees who relocate within ninety (90) days of their hire date from their primary residence outside of Washington State shall be eligible to be reimbursed for up to \$5,000 of reasonable moving costs; and
- (3) Moving costs must be supported by documentation indicating the dates, service provided, company name and contact information, and the amount paid. Reasonable expenses include professionally licensed pack/unpack services, storage fees and moving company services for household goods, and the cost of employee and household members' travel (airfare, mileage reimbursement, and/or lodging) from former home to new home. Costs incurred more than ninety (90) days before or after the start date will not be eligible for reimbursement. Any reimbursement made by the County shall be compliant with IRS regulations. Employees must successfully pass their probationary period in order to be eligible for the relocation reimbursement.

9.1.7 **Vacation Sell Back** - Once each year, provided that funding is available, employees with more than three (3) years service shall have the option of selling back up to 80 hours of accumulated vacation; provided that they may not deplete their vacation balance below 40 hours thereby. Vacation sellback includes premiums regularly received by the employee.

9.1.8 **Severance, Death Cashout and Retirement** - The formula for calculating vacation leave payout shall be at the employee's rate of pay that includes premiums regularly received by the employee.

9.2 **Sick Leave** - Employees qualified to receive sick leave and/or disability benefits provided by Chapter 41.26 RCW shall receive such benefits in lieu of the provisions of this Article for the duration of this agreement.

9.2.1 All full-time employees other than those provided for above shall receive sick leave benefits in accordance with the following:

9.2.2 **Accrual** - Upon employment, new employees will be credited with twenty four (24) days of paid sick leave. Beginning with the 25th month of employment, each employee shall accrue eight (8) hours sick leave for each calendar month of the employee's active service. Accumulated sick leave shall be allowed to each full-time employee. All sick leave accrued by current county policy shall be included with all future accumulation. The total accumulation shall be unlimited.

The above days are multiplied by eight (8) hours for all employees, regardless of the assigned work schedule.

9.2.3 **Authorization** - Sick leave is authorized for use as needed up to the limit of accrual on occurrence of the following conditions:

Personal illness or physical incapacity which renders the employee unable to perform the duties of his position.

Illness of another in accordance with the FMLA and relevant state law.

Enforced quarantine in accordance with health regulations.

Any other qualifying reason established by State and/or Federal law.

9.2.4 **Limitations** - To qualify for sick leave payment after the third (3rd) day of sick leave an employee, if requested by the department head to furnish proof, shall provide a physician's proof of illness, quarantine or incapacity.

9.2.5 **Accounting** - Sick leave shall be computed exclusive of holidays and vacations.

9.2.6 **Extended Sick Leave** - If the period of illness, quarantine or incapacity for which sick leave is granted extends beyond the employee's accrued sick leave, the employee may utilize any other paid leave time available to him and may take leave of absence without pay or benefits for a reasonable period of time not to exceed one hundred twenty (120) working days, inclusive of FMLA leave.

9.2.7 **Transfers** - Employees transferring from one County department or office to another shall retain all accrued and unused sick leave benefits. Any employee rehired within one (1) year after separation in good standing who, within sixty (60) days after rehire reimbursed the County for any lump sum sick leave settlement paid him shall retain all accrued and unused sick leave benefits.

9.2.8 **Severance, Death and Retirement Provisions** - Upon termination from all County employment, an employee shall be paid for that number of working days of accrued unused sick leave as are permitted by the following table:

<u>Length of Service</u>	<u>Max. Number Working Days</u>
Date of 5th Anniversary to 10th anniversary	5 (40 hours)
Date of 10th anniversary to 15th anniversary	10 (80 hours)
Date of 15th anniversary to 20th anniversary	15 (120 hours)
Date of 20th anniversary to termination date	30 (240 hours)

9.2.8.1 **Retirement Cash-Out Provision** – Employees separating employment based on Normal LEOFF II service retirement (including early retirement option) shall receive a cash-out of thirty percent (30%) of any remaining sick leave after the cash-out described in Section 9.2.8 above.

9.2.9 Upon the death of any employee in active service within the bargaining unit his estate shall be paid accrued but unused leave in accordance with appropriate Sections of this Agreement. An employee is deemed on active service for purpose of this Section if he is on duty status, or is on annual leave, sick leave, disability leave, bereavement leave, jury duty or other leave for a period of time not to exceed one (1) calendar month.

9.2.10 Any such payment shall be made as a lump sum settlement for the number of days provided for in this Article.

9.2.11 **Leave Donation** - Any employee may donate sick leave or annual leave to a sick leave bank which may be drawn upon by other bargaining unit members under such conditions as the Sick Leave Bank Donation Board shall establish; provided that no employee may receive more than 30 days of donated leave for any one disability. The Sick Leave Donation Board shall be appointed within thirty days of the signing of this agreement and shall be comprised of two members appointed by the Sheriff and two members appointed by the President of the Association.

9.3 **Bereavement Leave** - In the event of a death in the "immediate family" of an employee, the department head shall upon request grant the employee bereavement leave with pay. The maximum number of work days granted shall be three (3); provided however, in the event any such occurrence is at a location in excess of five hundred (500) miles from the County courthouse, time not to exceed three (3) additional working days may be granted for travel purposes.

9.3.1 The term "immediate family" shall include:

- Spouse/state-registered domestic partner and children, including step children of the employee;
- Mother, Father, Brother, Sister of the employee or spouse/state-registered domestic partner;
- Grandparents of the employee or spouse/state-registered domestic partner;
- Any relative living in the immediate household of the employee;
- Any individual arrangements for whom the employee is responsible (e.g. Step Parents).

9.4 **Jury Leave** - Employees shall be granted leave with pay except as herein limited while required to perform jury service; or required to appear before a court or other public body on any matter not related to his work and in which he is not personally involved. The employee will receive his/her normal daily earnings for such leave time. The employee shall submit to payroll section his/her jury duty warrant or any other payment (excluding mileage) for the time served.

9.5 **Military Service** - RCW 38.40.060 and Snohomish County Code 3A.06.055 (as written or as modified) shall determine compensation and benefits during military leave taken as provided therein.

9.5.1 Employees who enter the active service in the armed forces of the United States while employed with Snohomish County shall be granted a leave of absence without pay for the period of military service.

- 9.6 **Political Leave** - Employees elected or appointed to a political or legislative position compatible with the employee's employment may upon request be granted a leave of absence without pay to perform his civic duty.
- 9.7 **Education Leave** - Employees may request a leave of absence without pay for educational purposes to attend an accredited institution when it is related to employment. The period of leave may be for up to one (1) year. Requests for educational leave and educational leave renewals shall be granted at the discretion of the Sheriff.
- 9.8 **Leave of Absence** - Leave of absence without pay may be granted to the employee, upon written request, for a defined period of time upon approval of the Sheriff.

ARTICLE 10 INSURANCE BENEFITS

The Association accepts the Attachment 1 health insurance plan design changes previously implemented and adopts the premium sharing language as modified below.

Effective each plan year (April 1st through March 31st), employees hired before February 13, 2017 shall have their premium contributions increase by seven percent (7%). For plan year 2021, the following premium sharing shall apply for these employees:

Effective April 1, 2021:

Regence SC Select

Category

Employee Only	\$40
Employee and Spouse	\$154
Employee and Child	\$135
Employee and Family	\$189

Regence PPO (Traditional)

Category

Employee Only	\$126
Employee and Spouse	\$326
Employee and Child	\$280
Employee and Family	\$421

Effective April 1, 2022:

Regence SC Select

Category

Employee Only	\$43
Employee and Spouse	\$165
Employee and Child	\$144
Employee and Family	\$202

Regence PPO (Traditional)

Category

Employee Only	\$135
Employee and Spouse	\$349
Employee and Child	\$300
Employee and Family	\$450

Effective each plan year, employees hired February 13, 2017 and after shall have their premium sharing contribution adjusted by twenty percent (20%) of any adjustment in the tiered monthly medical premium rate from the previous plan year. The base for any increases in 2022 shall be as follows:

Effective April 1, 2021:

Regence SC Select

Category

Employee Only	\$58
Employee and Spouse	\$168
Employee and Child	\$146
Employee and Family	\$214

Effective April 1, 2022:

Category

Employee Only	\$60
Employee and Spouse	\$172
Employee and Child	\$149
Employee and Family	\$220

This shall set the new basis for subsequent increases for employees hired February 13, 2017 and after.

In the event an employee chooses the Kaiser Permanente Plan the employee shall pay the difference between the cost for the premium for employee coverage under the Selections Plan and the premium for employee coverage under the Kaiser Permanente Plan. The employees' contribution will be paid pretax.

Regence Traditional (DSA Current) shall be available, going forward, only to current enrollees in the Plan and not to new hires and current Plan enrollees who hereafter enroll in a different Plan.

- 10.1** The Association members represented thereby shall cooperate with the Employer in the exploration of cost containment alternatives to medical insurance coverage for employees and their dependents. The Employer retains the exclusive right to select the plans and carriers (or to develop and implement a self-insurance plan) for medical coverage; provided, that the Employer agrees that the level of coverage provided by the primary law enforcement medical plan shall not be reduced during the term of this agreement unless otherwise specified.
- 10.1.1** All employees within the bargaining unit shall be provided inoculations against Hepatitis B at no cost.
- 10.2** **Dental, Life and Vision Insurance** - The Employer shall pay one hundred percent (100%) of those premiums necessary to maintain the existing level of benefits under the present Dental and Vision Insurance Programs for each employee, his spouse and dependents. The existing life insurance benefit is \$60,000.
- 10.3** **Liability Insurance** - The Employer shall provide professional liability insurance affording individual employee coverage for false arrest and detention and negligent or wrongful acts, errors and omissions.
- 10.3.1** The Association and the Employer shall review and make recommendations of specifications for such policy or policies with the specific intent of attempting to acquire adequate insurance coverage in the areas of police brutality, wrongful death and criminal defense prior to the award of any contract. A copy of such policy contract entered into shall be made available to the Association. Such policies as purchased shall be kept in force for such periods within the time period of this Agreement as is prudent in the exercise of good business judgment.

10.3.2 The Employer shall provide legal counsel or reasonable attorney's fees for representation and defense of lawsuits and to hold employees harmless from any expenses, connected with the defense, settlement or monetary judgments from such actions, claims, or proceedings arising out of or incident to acts and/or omissions occurring while the employee was acting in good faith in the performance or purported failure of performance of his official duties or employment and provided further that the employee was not engaging in criminal or malicious misconduct. A criminal conviction shall be deemed conclusive but not exclusive proof of criminal misconduct for the purposes of this section. If the County elects to pay reasonable attorney's fees hereunder, no claim for such payment may be made by an employee prior to the conclusion of a criminal lawsuit.

ARTICLE 11 UNIFORMS, CLOTHING ALLOWANCE AND CLEANING ALLOWANCE

11.1 **Uniforms** - The Employer shall provide, on an "as needed" basis, for each employee and continue to maintain for each employee on an "as needed" basis as recommended by the four-person Fair Wear and Tear Committee, the following minimum uniform, weapon, equipment and leather gear issue:

Uniform Items:

Shirts	3 long sleeve/ 3 short sleeve with patches attached
Trousers	3 pair
Ties	2
Tie Bar	1
Soft Body Armor	1
Departmental Insignia	1 pair
Badges	2
Shoes	2 pair
Jumpsuit (k-9).....	1
Baseball Hat.....	1
Short or Long Coat.....	1
Rain gear.....	1 set
Outside Vest.....	1

Weapon Items & Equipment:

Handgun.....	1
Trigger Locks.....	2
Chemical Irritant	1
Handcuffs	2 pairs
Flashlight	1
Metal ASP Tactical Baton	1
Short Tact. Baton (Det.)	1
Portable Radio.....	1

Nylon or Leather Gear Items:

Gun Belt	1
Gun Holster	1
Chemical Irritant Holster	1
Handcuff Case	2
Ammunition Clip Holders	2
Keeper	4
Night Stick Ring	1
Badge Holder (Detective)	1
Ammo Pouch (Detective)	1
Key Holder	1
Trouser belts.....	1

The County and the Union will discuss during the term of this agreement modifications to the uniform provisions to provide for, and how to implement, jumpsuits.

11.1.1 The employee shall be held accountable for all uniforms, weapons and leather gear which is issued to the employee by the Employer. Items which become worn out and/or items which become lost or destroyed as a direct result of the performance of the employee's duties, or as a result of an occurrence not due to the employee's intentional act or negligence shall be replaced by the Employer. Accountable items of clothing or protective devices assigned to an employee that are lost or mutilated as a direct result of a particular employee's negligence shall be replaced by that employee.

11.1.2 All equipment issued by the Employer to each employee shall be signed for by the employee and shall remain the property of the Employer. The employee shall be responsible for the cost of equipment issued that is not returned to the Employer. The Employer shall pay for repair or replacement of employee's personal property reasonably and necessarily worn or carried when such property is stolen, damaged, or destroyed as a direct result of the employee's performance of his official duties. Payment shall not be approved if the negligence or wrongful conduct of the employee was a contributing

factor to the loss. Upon the request of the Employer, the Board provided for in Section 11.1.3 shall review and make recommendations concerning a request for payment. Watches (up to a value of \$100.00), eye glass lenses, and frames (up to a value of \$250.00) shall be deemed automatically approved. A request for reimbursement must be submitted, in writing, within sixty calendar days of occurrence of the loss.

11.1.3 A four-person board comprised of two (2) members selected by the Association and two (2) members selected by the Employer shall be established to review items of uniform, leather gear and/or weapons as to "fair wear and tear", and further to make recommendations as to when a replacement item is needed. This four-person board shall further recommend guidelines and regulations governing uniforms worn by employees.

11.1.4 If a majority of the members of the Fair Wear and Tear Committee determine that an item should be or should not be replaced (including employee's personal property referred to the Committee as provided in Section 11.1.2), both parties agree that the decision of that body is final and binding on the parties. In the event of a tie vote of that body, the Sheriff will make an administrative determination on whether the item should be replaced, which shall be subject to the grievance procedure contained in Article 19.

11.2 **Plain Clothes Allowance** - Plain clothes personnel shall be paid a clothing allowance of 1.2% of the top step Deputy's salary each calendar month or major portion thereof, while serving in that capacity.

Upon initial assignment to a plain clothes assignment, an employee will be provided an amount equal to one year's clothing allowance (1.2% of the top step Deputy's salary multiplied by 12). Such employee will not be entitled to the monthly allowance assignment. If the employee for any reason does not complete the first year, the employee will return a pro-rated amount of the first year's clothing allowance to the County.

11.3 **Cleaning** - The employer shall provide dry cleaning services for employees at the rate of four clothing items a week.

ARTICLE 12 MISCELLANEOUS

12.1 **Rules and Procedures Manual** - The employer shall maintain the Sheriff's Office Policy and Procedure Manual and all written directives electronically. The Employer shall administer all such rules fairly. The Employer shall provide the Association with a written copy of proposed policy changes at least fifteen days before the effective date of the changes.

12.2 **Outside Employment** - Employees wishing to engage in off duty employment must first obtain the approval of the Sheriff, which approval shall consider any conflict with the employee's duties as his prime employment, excessive hours, or any conflict with his law enforcement duties. The Sheriff shall not unreasonably withhold his approval of off duty employment. The parties further recognize that the Sheriff has exclusive authority to restrict the use of employee commissions subject to this section. No authorization for outside employment shall permit employment for a number of hours that shall result in a requirement under any Law that the Employer pay overtime; provided however, the Sheriff may, on specific occasions, authorize such overtime hours.

Off-Duty Employment Liability - The parties have agreed to continue good faith discussions regarding County liability arising out of off duty employment.

The Association acknowledges that the Sheriff retains the right to approve or disapprove any employee's off-duty employment.

12.3 **Reserves** - The parties recognize the right of the Sheriff to organize and maintain a force of limited commission volunteers known as Deputy Sheriff Reserves (hereinafter, "Reserves"). This Reserve force is intended to supplement, not supplant, service provided to the public by employees represented by the Association. Specifically, the parties agree:

12.3.1 The Sheriff shall establish detailed written guidelines for the administration of the Reserve force as part of a formal Standard Operating Procedure (SOP). The Association shall receive timely notice of changes to the SOP, and may demand to bargain the effects of any changes which impact the Association and embrace mandatory subjects of bargaining.

12.3.2 Reserve candidates shall be required to undergo and pass the same screening process as Deputy Sheriff candidates, including a background check, polygraph exam, psychological screening, physical agility testing, a fingerprint check and a drug screen.

12.3.3 Reserves must be certified in order to work by themselves or to work in place of a Deputy Sheriff. "Certified" means the Reserve has completed the field training program established by the Reserve SOP.

12.3.4 Reserves must maintain firearms proficiency, and must qualify with firearms according to Sheriff's Office standards for Deputies.

12.3.5 Reserves may not work paid details other than the Evergreen State Fair, unless approved by the Association. This provision does not apply to reserves hired as Civil Service provisional Deputy Sheriff's.

- 12.3.6 Certified Reserves may operate a patrol car alone, or with another Certified Reserve or regular Deputy Sheriff.
- 12.3.7 Certified Reserves may not work a patrol shift and be counted against minimum staffing levels in order to allow a regular Deputy Sheriff to take a leave day.
- 12.3.8 The maximum number of Reserves shall be 36. The Sheriff reserves the right to have fewer Reserves than 36.

ARTICLE 13 MANAGEMENT RIGHTS AND PROTECTIONS

- 13.1 **Management Rights** - The Association recognizes the prerogative of the Employer to operate and manage its affairs in all respects in accordance with its responsibilities and the powers and authority the Employer may possess subject to the terms of this Agreement.
 - 13.1.1 The Association recognizes the right of the Employer to establish reasonable work rules; provided that nothing in this agreement shall operate as a waiver of the Association's right to collectively bargain over changes that embrace mandatory subjects of bargaining.
 - 13.1.2 The Employer reserves the right to schedule overtime work as required in a manner most advantageous to the Employer consistent with the terms of this Agreement.
 - 13.1.3 Every incidental duty connected with the operations enumerated in job descriptions is not always specifically described. Nevertheless, it is intended that all such duties shall be performed by the employee first and grieved later.
 - 13.1.4 The Employer shall implement the current County Smoking policy within the Sheriff's Office and additionally ban the use of all tobacco products at all Sheriff's Office facilities and within County vehicles.
 - 13.1.5 The County may, at its discretion, utilize non-bargaining unit personnel as Crime Prevention Officers and Crime Analysts so long as: (a) non-bargaining unit personnel assigned as Crime Prevention Officers shall be limited to performing the duties set out on the job description which is attached to the agreements as Appendix B, (b) non-bargaining unit personnel assigned as a Crime Analyst shall be limited to performing the duties currently or previously performed by non-bargaining unit personnel assigned as a Crime Analyst, which include taking crime reports, responding to non-emergency situations, (c) such utilization is in addition to and does not supplant, any bargaining unit personnel, (d) the number of bargaining unit personnel remains at or above the number of bargaining unit personnel on

the date of ratification of this agreement, and (e) bargaining unit FTEs remains at or above the number of bargaining unit FTEs on the date of ratification of this agreement. Any additional use of non-bargaining unit employees and/or transfer of work to non-bargaining unit employees would be subject to mutual agreement.

ARTICLE 14 PROBATIONARY PERIODS, PROMOTIONS

14.1 **Promotion to Sergeant** - No person shall be appointed or promoted to the rank of Sergeant who has less than five years of current experience as a Snohomish County Deputy Sheriff as of the closing date of filing applications. An employee may substitute three years of experience as a sworn officer in another police agency for one year of this requirement.

14.2 **Eligibility Lists** - Eligibility lists for Sergeants and Lieutenants shall be established for a maximum duration of two years and may not be extended. The duration of the list shall be established by the Sheriff prior to the announcement of the examination.

14.3 **Probationary Periods** - Probationary periods upon initial appointment to employment shall be one year and may not be extended without the written agreement of the Association. Probationary periods commence on the date of commission (the day they are sworn in). During the initial probationary period, employees serve at the will of the employer; any discharge is not subject to the grievance procedure. A probationary period shall be extended for the number of work days equal to the number of work days an employee was absent in excess of 10 work days during the probationary period.

Probationary periods upon promotion shall be one year and may not be extended without the written agreement of the Association. A probationary period shall be extended for the number of work days equal to the number of work days an employee was absent in excess of 10 work days during the probationary period.

An employee who is promoted to Sergeant while in provisional Sergeant status will have his/her continuous time in provisional status, immediately contiguous to being promoted, counted toward the one year probationary period.

ARTICLE 15 CONTRACT ENTITIES

15.1 **Contract Entities** - The Parties recognize that entering into contracts with cities, towns and other entities to provide police services is a desirable goal.

15.2 **Contract City Absorption** - Police officers and first line supervisors from contract cities and towns shall enter the Sheriff's Office service, as deputies, in accordance with Chapter 41.14 of the RCW.

15.2.1 Employees who are absorbed from other law enforcement agencies as a direct result of a contract for services may, at the Sheriff's discretion and subject to the terms of this Article, be promoted to the rank of sergeant. For this provision to be exercised:

- The contract between the County/Sheriff's Office and the city or town calls for the creation of a least one sergeant's billet in the contract city or town.
- The total number of sergeants in the bargaining unit must be increased in the same amount as the number of sergeant billets being filled in the absorbed city or town. Additionally, employees absorbed as a sergeant must meet the minimum requirements to be eligible to participate in the process leading to promotion.

15.3 **Filling Initial Sergeant Billets In A Contract City Or Town** - When any city or town contracts with the Sheriff's Office to obtain law enforcement services to the city or town and such contract calls for the creation of a least one sergeant's billet in the contract city or town, employees of the city's or town's police department may apply to become a sergeant in the Sheriff's Office and fill the initial sergeant billet(s) in the Contract city or town following transfer to the Sheriff's Office if:

15.3.1 **Eligibility To Participate In The Promotion Process To Fill Initial Sergeant Billets In A Contract City Or Town:**

- The employee: (a) at the time such contract was entered into, was a general authority Washington peace officer employed exclusively or principally in performing the powers, duties, and functions of a rank equivalent to sergeant or above, and (b) will, as a direct consequence of such contract, be separated from the employ of the city or town, and (3) meets the minimum standards and qualifications of the Sheriff's Office.
- After being offered a position as a Deputy Sheriff, the Employee submits a resume and supporting documentation showing the employee's: (a) qualifications set forth above, (b) education, (c) training, and (d) experience as a supervisor of general authority Washington peace officers. The resume and supporting documentation may also show non-law enforcement related training, and supervisory experience.

- The employee's training and supervisory experience shall be converted to a numerical score in accordance with the following matrix:

CONVERSION MATRIX					
	A	B	C	D	E
	Years As A General Authority WA Peace Officer	Years As A General Authority WA Peace Officer Supervisor Holding The Rank Of Sgt. (Or Comparable Rank) Or Above	Number Of General Authority WA Peace Officers Supervised At The Same Time	Size Of The Contract City Or Town's Police Department	Supervisory Training
Points					
0	<3	<2	<2	<5	
1	3-5	2	3-4	5-9	1 st Line Supv. Training
2	6-10	3-5	5-6	10-20	1 Career Certif.
3	11+	5+	6+	20+	2+ Career Certifs.

- In order to be an "eligible employee" (eligible to participate in the process to become a sergeant in the Sheriff's Office and to become a sergeant in the Sheriff's Office and fill the sergeant billet(s) in the Contract city or town upon transfer to the Sheriff's Office), an employee from a contract city or town must obtain at least 6 points, with at least 1 point in Column A and Column B and Column C.

15.3.2

Promotion Process To Fill Initial Sergeant Billets In A Contract City Or Town - An eligible employee must complete the following process in order to be considered to fill a sergeant billet in the contract city or town upon transfer to the Sheriff's Office:

- Upon employment with the Sheriff's Office, an eligible employee shall be assigned to and required to successfully complete the SCSO Field Training Program for Deputy Sheriffs.

- Upon successful completion of the SCSO Field Training Program for Deputy Sheriffs, the eligible employee shall be assigned to and required to successfully complete the Sheriff's Orientation Program.
- No later than 30 days after successfully completing the Sheriff's Orientation Program, each eligible employee shall be scheduled to take and pass a written civil service test for Sheriff's Office Sergeant. The test shall be scored on a pass/fail basis.

15.3.3 Filling Initial Sergeant Billets In A Contract City Or Town - Each employee from the contract city or town who passes the civil service test for Sheriff's Office Sergeant shall be placed on a list for the billet(s) in rank order based upon his/her continuous time in a rank equivalent to sergeant or above from the date of his/her last promotion.

- Sergeant billets created in a contract with a city or town shall be filled by employees on a list from that contract city or town in the order of their place on the list starting with the employee with the most continuous time in a rank equivalent to sergeant or above from the date of their last promotion.
- Upon filling a sergeant billet in the contract city or town, the employee shall be promoted to the rank of sergeant in the Sheriff's Office, begin the Sheriff's Office's sergeant training program, and serve the probationary period for sergeants.
- In the event there are more employees on a list for filling billets in a contract city or town than billets in the contract city or town, employees on the list who are not assigned a billet shall be eligible to participate in the next civil service competitive process for the rank of sergeant.

15.4 Work Schedules For Contract Cities Or Towns - In establishing service to new contract cities or towns, the Employer reserves the right to establish the initial work shifts (i.e., 4/10, 5/2, 6/3).

15.4.1 The County may implement and maintain a 12 hour work schedule for patrol officers assigned to contract cities or towns.

- A 12 hour work shift schedule option exists for deputies assigned to the contract City of Stanwood. As set forth in the Memorandum of Understanding between the parties dated March 4, 1999, the regular schedule for employees on 12 hour shifts shall not provide for more than 171 hours in a 28 day period. Such officers shall continue to receive 12 "Kelly" hours for each

month of fully scheduled work, which shall be paid if not otherwise used in conjunction with the other terms of this agreement. Training days of less than 12 hours length shall be augmented to make up the difference by deducting Kelly time.

15.5 **Bidding/Assignment For Contract Entities:**

15.5.1 Contract entities with six or more commissioned positions shall be open to the bid process; provided that no specialty pay shall attach to biddable positions in such cities or towns.

- In cities or towns that have six or more commissioned positions in which specialty pay is offered by the city or town for patrol positions, those positions are open-ended relative to time commitment (not subject to the annual bid).
- This provision shall not apply to positions within the Airport Police Unit and Community Transit Unit which shall continue to be filled using a selection process and no specialty pay shall attach to such positions.

15.5.2 The Sheriff may designate assignment without regard for seniority to contract entities with five or fewer commissioned employees and cities or towns that have six or more commissioned positions in which specialty pay is offered by the city or town for patrol positions.

- Assignments to contract entities with five or fewer commissioned employees are open-ended relative to time commitment.
- Employees assigned to contract entities of five or fewer commissioned employees shall be entitled to receive specialty pay of 3%.
- No employee with more than six years' seniority (in the employee's classification) shall be assigned to a contract entity other than voluntarily.

15.5.3 For the purpose of bidding assignments only, such sergeants filling initial billets in contract cities or towns in pursuant to 15.3 above may count their seniority from the original date of hire with their former agency to remain in a biddable contract assignment. For assignment outside the contract city or town, such sergeants shall have their seniority counted from the day they began County service. For all other purposes, such sergeants shall have their seniority counted from the original date of hire with their former agency.

- 15.6 **Extra Work for Patrol Sergeants Due to Contract Cities** - Contracts may cause a change in working conditions for patrol sergeants not assigned to Contract Cities. Parties agree to bargain any effects of these changes as they occur and are identified

ARTICLE 16 DISCIPLINE AND DISCHARGE

- 16.1 **Just Cause** - The Employer shall not discipline any employee unless just cause for such discipline exists.
- 16.2 **Personnel Files** - Letters of reprimand shall not be considered in future disciplinary decisions upon the expiration of the effective period of the letter (e.g. a one year letter shall not be considered upon the expiration of the one year period, etc.) if there is no reoccurrence of similar misconduct for which the employee was disciplined during that period. Any record of serious discipline shall not be considered in future disciplinary decisions after a maximum period of five years if there is no recurrence of similar misconduct for which the employee was disciplined during that period. Nothing in this section shall be construed as requiring the County to destroy any employment records. The parties recognize that the County may retain internal investigation files although such files may not be used in discipline and discharge cases if the file is for discipline that cannot be considered pursuant to this section.
- 16.3 Copies of notices of disciplinary action given to employees will be given to the Association attorney with the name of the employee and other identifying information deleted.

ARTICLE 17 LAYOFF AND SPECIALITY UNIT STAFFING REDUCTION

- 17.1 The Employer may lay off employees in the classified service whenever such action is made necessary by a shortage of work or funds, the abolition of a position because of changes in organization, or other reasons outside the employee's control; provided layoff shall not be used in lieu of discipline. However, no regular or probationary employee shall be laid off while there are temporary or provisional employees serving in a position for which the regular or probationary employee is eligible and available.
- 17.2 Layoff of probationary or regular employees shall be made in inverse order of seniority in the class involved. A regular or probationary employee who was employed prior to his present position in a lower class with no break in service between the previous and present positions may request demotion in lieu of layoff to the class in which he previously served. No such demotion shall result in the layoff or demotion in lieu of layoff of a regular employee with greater seniority.

- 17.3** The names of regular or probationary employees laid off or demoted in lieu of layoff shall be placed in order of seniority on the reemployment list for the class from which the layoff took place. The period of eligibility for reemployment from the reemployment list shall be two years following layoff. An employee demoted in lieu of layoff shall remain on the re-employment list without limitation of time while still employed.
- 17.4** In the event that any specialty unit is reduced in size, for any reason, the bargaining unit employee with the least continuous service in the unit shall be reassigned, irrespective of that employee's seniority.
- 17.4.1** For the first 12 months from the date of removal, any bargaining unit employee involuntarily reassigned from a specialty unit as a result of a reduction in size of that unit shall be reassigned back to the unit, in reverse order of removal, in the event that the specialty unit is increased in size or a vacancy is created.
- 17.4.2** If, after the first 12 months, the bargaining unit employee involuntarily reassigned from a specialty unit has not been returned to the specialty unit, the employee shall be placed at the top of the current eligibility list for that specialty unit for an additional 12 months and shall then be considered one of the top three candidates for selection purposes, as noted in Appendix A.9.3.

ARTICLE 18 EMPLOYEE RIGHTS

- 18.1** In criminal matters an employee shall be afforded those constitutional rights available to any citizen. In any criminal investigation, employees will be notified in writing at the beginning of any interview that the investigation is a criminal one; that the employee is free to leave at any time; and that the employee is not obligated by his/her position with the County to answer any questions. Therefore this Article shall not apply to the interview.
- In investigative or administrative matters, the following guidelines shall be followed:
- 18.1.1** "Interview" as used herein shall mean any questioning by a supervisor who is investigating conduct by the employee being interviewed which could result in suspension, demotion or discharge.
- 18.1.2** Before an interview the employee shall be informed of the nature of the matter in sufficient detail to reasonably apprise him of the matter. Nothing herein shall operate as a waiver of the Association's right to request bargaining information within the meaning of RCW 41.56 et seq.

- 18.1.3** Any interview of an employee shall be at a reasonable hour preferable when the employee is on duty unless the exigencies of the investigation dictate otherwise.
- 18.1.4** Any interview (which shall not violate the employee's constitutional rights) shall take place at the Snohomish County Sheriff's Department, except when impractical. The employee shall be advised of his right to representation and afforded an opportunity and facilities to contact and consult privately with an attorney of his own choosing and that person may be present during the interview but may not participate in the interview except to counsel the Employee. Additionally, an employee shall be advised of his right to and allowed Association representation to the extent allowed by law.
- 18.1.5** The questioning shall not be overly long and the employee shall be entitled to such reasonable intermissions as he shall request for personal necessities, meals, telephone calls and rest periods.
- 18.1.6** The employee shall not be subjected to any offensive language, nor shall he be threatened with dismissal, transfer or other disciplinary punishment as a guise to attempt to obtain his resignation, nor shall he be intimidated in any other manner. No promises or rewards shall be made as an inducement to answer questions.
- 18.1.7** The Employer shall not require any employee covered by this Agreement to take or be subjected to a lie detector test as a condition of continued employment.
- 18.1.8** The complete questioning of an employee may be recorded by the Employer, the employee, and/or the employee's representative. If a tape recording is made of the questioning, the employee shall be entitled to a copy of any tape recording in which they participated. The employee shall be informed prior to the start of the questioning that the session will be recorded.
- 18.1.9** If any employee refuses to answer questions based on his/her constitutional right against compelled self-incrimination, the employee shall be advised of his/her rights under *Garrity v. New Jersey* before any further questioning. Specifically, the employee will be informed that the continued refusal to answer questions can be the basis for disciplinary action, including termination. In addition, the employee will be advised that any answers to such questions or information derived from answers cannot be used in any way in any subsequent criminal proceeding.

18.2 Investigations of accepted complaints shall be completed and written notice of finding shall be given to the subject employee within sixty (60) calendar days after acceptance of the complaint. If the subject employee is not given written notice of finding within sixty (60) calendar days, no discipline shall be issued and shall not be considered in future disciplinary decisions. The time will be extended because of reasonable circumstances beyond the control of the Employer but the extension will be for the time reasonably necessary to complete the investigation.

For potential disciplinary actions concerning pursuits and collisions that are heard by the Driving Review Board (DRB), the sixty (60) calendar day timeline shall be deemed to be tolled until the DRB hearing has been completed and the DRB has issued a recommendation as to whether policy has been violated, provided that the DRB must conduct its hearing and issue its recommendation within sixty (60) calendar days of the incident in question. In all cases subject to this tolling, the written notification of finding must then be provided to the employee within sixty (60) calendar days of the date of the DRB's recommendation.

18.3 Any discipline shall be issued within thirty (30) calendar days after written notification of a finding. If the subject employee is not disciplined within thirty (30) calendar days, no discipline shall be issued and shall not be considered in future disciplinary decisions. The thirty (30) calendar day time limit may be extended because of reasonable circumstances beyond the control of the employer.

ARTICLE 19 PERFORMANCE OF DUTY

19.1 The responsibilities of the Deputy Sheriff in keeping the peace and protecting the public welfare could possibly at times unavoidably require the Deputy Sheriff to become involved in a labor dispute and/or controversy which necessitates the crossing of a labor organization's picket line; and therefore, the Association shall not cause or permit an employee to refuse, and no employee shall refuse, to cross any picket line established by any labor organization or group of individuals at any location when the crossing of such a picket line is found to become necessary in the performance of the Deputy Sheriff's official duties; and further, that the Association shall not cause or permit its members to cause, and no employee shall take part in, any picketing, strike, work stoppage, sit-down, stay-in, slowdown or any curtailment of or interference with the activities and operations of the Employer for any reason, including an alleged unfair labor practice so long as the terms of the Labor Agreement are in effect.

- 19.2** The Employer shall not at any time require any Bargaining Unit personnel to perform any of those duties considered to be the normal regular work assignments of any particular striking employee other than Deputy Sheriff employees.

ARTICLE 20 GRIEVANCE PROCEDURE

- 20.1** A grievance shall be defined as an issue raised relating to the interpretation, application or violation of any terms or provisions of this Agreement.
- 20.2** The employee and/or the Association, within thirty (30) calendar days from the occurrence or knowledge of the occurrence of the alleged grievance, but in no event more than sixty (60) calendar days from the date of the occurrence, may bring such grievance to the attention of the Sheriff. Such grievance shall be presented in writing, setting forth the nature of the grievance, the facts on which it is based, the provision or provisions of the Agreement allegedly violated and the relief requested.
- 20.3** Upon receipt of the grievance the Sheriff shall schedule a meeting within fourteen (14) calendar days with all parties for the purpose of considering the grievance. If the grievance is a disciplinary matter, it may be advanced directly to arbitration if it is not resolved at the Sheriff level.

If a grievance is not resolved in seven (7) calendar days following the meeting with the Sheriff and is not a disciplinary matter, a meeting shall be scheduled to appear before the County Executive or his/her duly appointed representative within fourteen (14) additional calendar days. The County Executive or his/her designee shall provide a written response to the grievance within fourteen (14) calendar days after such meeting. The matter, if not resolved, may be submitted by the signatory parties to this agreement to arbitration.

A party that wishes to submit the matter to arbitration shall do so by notifying the other party of the submittal no more than fifty (50) calendar days after the decision from the County Executive or his/her designee or after the meeting with the Sheriff if a disciplinary matter.

- 20.4** In matters subject to R.C.W. 41.58.070, the parties will follow the process for arbitrator assignment as set forth in R.C.W. 41.58.070. For all other matters the parties shall immediately thereafter select an arbitrator to hear the dispute. If the Employer and the Association are unable to agree upon an arbitrator, either party may request a list of nine (9) arbitrators from the Federal Mediation and Conciliation Service.

- 20.5** Nothing herein shall prevent an employee from seeking assistance of the Association or the Association from furnishing such assistance at any stage of the grievance procedure.
- 20.6** The expenses of the arbitrator and the cost of any hearing room, if any, unless such are paid by the State of Washington shall be borne by the Employer and the Association equally. Each party will pay the costs of its own representation, including attorneys' fees and witnesses.
- 20.7** Time frames as denominated herein may be waived or extended with the written, mutual agreement of the parties.

ARTICLE 21 LEGALITY

It is the intention of the parties hereto to comply with all applicable provisions of the State or Federal Law, and they believe that each and every part of this Agreement is lawful. All provisions of this Agreement shall be complied with unless any of such provisions shall be declared invalid or inoperative by final judgment of a Court of competent jurisdiction. In such event upon request, the parties shall meet for renegotiation of such invalid provisions for the purpose of adequate and lawful replacement thereof.

ARTICLE 22 SUBORDINATION OF AGREEMENT

The parties agree that except where matters are covered by express provisions of this agreement, the employees are subject to the Rules of the Snohomish County Civil Service Commission and any alleged violation of contractual provisions also covered by Civil Service Rules may be adjudicated either through the Civil service appeals process or through the grievance process, provided that, the filing of a Civil Service Appeal, either before or after the filing of a grievance, shall constitute an election of remedies and a waiver of the subject employee's right to further pursue his grievance or the Association's right to require the Employer to arbitrate the grievance. Provided further, that nothing in this Section shall be construed as a waiver of any right that the Association may have to require the County to engage in collective bargaining.

ARTICLE 23 ENTIRE AGREEMENT

This Agreement and all of its Articles and/or Appendices constitutes the entire agreement between the parties and no oral statement shall add to nor supersede any of its provisions. Each party to this Agreement agrees that it has had the unlimited right to make proposals that are proper subjects for collective bargaining and waives the right to oblige the other party to negotiate any matters to become effective until the expiration of this Agreement.

ARTICLE 24 DURATION

- 24.1** This Agreement shall be effective April 1, 2021 and shall remain in full force and effect through March 31, 2025.
- 24.2** All changes in working conditions shall be effective upon the date of signing except those changes specifically providing a different effective date.
- 24.3** The parties agree that the County may reopen the Agreement for the purpose of negotiating work rule changes that embrace mandatory subjects of bargaining, provided that such changes were not in the County's contemplation when this Agreement was signed.
- 24.4** The parties agree that the issue of off-duty employment will be set aside for further discussions and that the parties will diligently enter into discussions to resolve their collective concerns related to off-duty employment.


If the parties are unable to resolve the issue of off-duty employment, either party may reopen the collective bargaining agreement to negotiate over issues related to off-duty employment.

ARTICLE 25 LIMITED DUTY

Bargaining unit members will be offered limited duty assignments for a reasonable period of time when they are temporarily disabled, provided that said employees can reasonably be expected to recover from their disability and return to duty. Employees on limited duty as a result of an on-the-job injury shall be permitted to attend medical or physical therapy appointments, for the medical condition that the employee is on limited duty for, that occur during the employee's normal work hours.

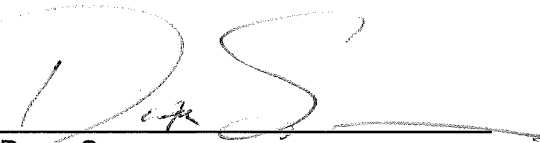
IN WITNESS WHEREOF, the parties hereto have set their hand this
November 2nd day of November, ~~2019~~ 2022

FOR THE ASSOCIATION




Jon Krajcar, President
Deputy Sheriff's Association

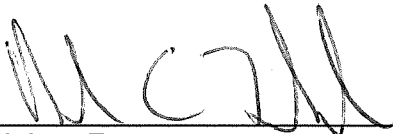
FOR THE EMPLOYER



Dave Somers
County Executive




Megan Dunn
Chairperson of County Council




Adam Fortney
Sheriff

ATTEST:




Debbie Eco, CMC
Clerk of the Council

APPROVED AS TO FORM:



Steven Bladek
Deputy Prosecuting Attorney

10/18/2022
2022-1086
Motion 22-445

 11/6/22

Rob Sprague
Chief Labor Contract Negotiator

APPENDIX
to the
AGREEMENT
by and between
SNOHOMISH COUNTY, WASHINGTON
and
SNOHOMISH COUNTY DEPUTY SHERIFF'S ASSOCIATION
(Representing the Law Enforcement Officers)

THIS APPENDIX amends the AGREEMENT by and between the COUNTY OF SNOHOMISH, WASHINGTON AND THE SHERIFF OF SNOHOMISH COUNTY, hereinafter collectively referred to as the Employer and the SNOHOMISH COUNTY DEPUTY SHERIFFS ASSOCIATION, hereinafter referred to as the Association.

A.1 Effective April 1, 2021, the monthly rates of pay for employees covered by this Agreement shall be as follows:

	STEP 1	STEP 2	STEP 3	STEP 4
CLASSIFICATION	00-12M	13-24m	25-36m	37-48m
Sergeant			\$8597.46	\$8765.29
Deputy	\$5778.20	\$6400.38	\$7030.71	\$7566.03

This represents a four percent (4.0%) across-the-board increase in wages paid to bargaining unit members.

Effective April 1, 2022, all pay steps represented by the second table in A.1 above, shall be as follows:

	STEP 1	STEP 2	STEP 3	STEP 4
CLASSIFICATION	00-12M	13-24m	25-36m	37-48m
Sergeant			\$9285.26	\$9466.51
Deputy	\$6240.46	\$6912.41	\$7593.17	\$8171.31

This represents an eight percent (8.0%) across-the-board increase in wages paid to bargaining unit members.

Effective April 1, 2023, all pay steps represented by the second table in A.1 above, shall be as follows:

	STEP 1	STEP 2	STEP 3	STEP 4
CLASSIFICATION	00-12M	13-24m	25-36m	37-48m
Sergeant			\$9888.80	\$10081.83
Deputy	\$6646.09	\$7361.72	\$8086.73	\$8702.45

This represents a six and one-half percent (6.5%) across-the-board increase in wages paid to bargaining unit members.

Effective April 1, 2024, the monthly rates of pay for employees covered by this Agreement shall be increase by an amount equal to 100% of the CPI-W (Seattle-Tacoma-Bellevue, June 2022 to June 2023) with a floor of one percent (1.0%) and a ceiling of five percent (5.0%).

A.2 Steps 1 to 2; 2 to 3; and 3 to 4 are automatic step increases which become effective upon completion of the specified months of employment identified above.

Employees shall automatically commence receiving the next higher pay step within their classification as of the first of the month nearest their respective anniversary date of employment.

A.3 **Longevity and College Incentive** - The County is favorable toward the principle and approves of longevity pay and college incentive pay as part of its salary budget for members of this bargaining unit. Therefore, employees shall have the option of receiving either one, but not both of the following:

LONGEVITY

After the completion of 4 years	2.0% per month additional
After the completion of 8 years	3.5% per month additional
After the completion of 12 years	5.5% per month additional
After the completion of 16 years	7.0% per month additional
After the completion of 20 years	9.0% per month additional
After the completion of 24 years	11.0% per month additional

COLLEGE INCENTIVE

Associate Degree	3.5% per month additional
B.A. or B.S. Degree	7% per month additional
Master's Degree	9% per month additional

Associate, Bachelors and Masters degrees must be received from an accredited college or university.

Longevity or college incentive pay will be calculated on the employee's current pay step.

A.4 Interruptions in service caused by layoff and recall, rehire within one (1) year or approved leaves of absence shall not affect the continuous service record of an employee who otherwise qualifies for Longevity pay. However, such periods of layoff, separation and leave shall not be included in computing length of service.

A.5 **Working Out of Classification** - Whenever an employee is assigned by the Sheriff or his designee to perform the duties and accept the responsibility of a higher classification for a period of more than one (1) shift, the employee shall be paid at the rate of pay established for the higher classification's position for the entire assignment.

A.6 **Specialty Pay** - Employees assigned to the following Specialized Duties shall receive 3% of the top step of their respective classification as premium pay:

- Bomb Disposal
- Detective
- Field Training Officer
- Range Master
- Scuba Diver
- SWAT Team
- Office of Professional Accountability Sergeant
- CIU

Employees may receive up to two (2) specialty pay premiums, inclusive of any contract entity pay.

Sergeant Specialty Pay - All Sergeants shall receive 6% incentive/specialty pay calculated on the applicable base pay step of their classification.

When a bargaining unit member assigned to CDU team is called and responds to an incident, he/she shall receive a "super pay" of \$100 per incident (excludes training time). The above referenced premium pay shall be the maximum amount payable regardless of the number of concurrent Specialized Duty assignments. Sergeants may be reassigned from specialty positions to suit the needs of the department. Past practice with regard to the reassignment of Deputies from specialty assignments shall continue.

A.7 **Deferred Compensation Match** – Effective January 1, 2023 the Employer will contribute one dollar (\$1.00) for every dollar (\$1.00) contributed by the employee. The employer contribution will not exceed two percent (2%) of the employee's monthly base wage.

A.8 SPECIAL UNITS BASIC CRITERIA FOR SELECTION

A.8.1 Special units included in this selection criteria shall include:

- SWAT Team
- Marine Unit
- Search and Rescue Unit
- Bomb Disposal Unit
- Dive Team
- Traffic Unit
- Civil Disturbance Unit
- K-9 Unit
- Homicide/Major Crimes Unit
- Special Investigations Unit
- General Investigations Unit
- Drug Investigations Unit (Task Force)
- Precinct Investigations Unit
- Collision Investigation Unit
- Background and Recruiting Unit
- Organizational Development Division
- Planning and Research Unit
- Crime Analysis and Intelligence Unit
- Training Unit to include Range Master
- Honor Guard
- Field Training Officer
- Office of Professional Accountability Sergeant
- Directed Patrol Unit
- Office of Neighborhoods
- Courthouse Security Unit

A.8.2 Prerequisites:

A. Completion of FTO;

A.1 No bargaining unit member may test for a specialty unit while still in the Sheriff's Office Field Training Program. Successful completion of the Sheriff's Office Field Training Program shall be a prerequisite to test for all specialty units.

B. Completion of probationary period;

B.1 An applicant may apply during his/her probationary period. However, no applicant will be placed into a specialty unit until he/she has satisfied the probationary period. No positions will be held open while awaiting a probationary employee to complete probation.

- C. Other specific prerequisites and requirements, if applicable, will be outline in specific unit's standard operating procedures and will be available, upon request, from the unit supervisor and/or be posted in the notification.

A.8.3 Selection Procedures:

- A. All positions in A.8.1 except Office of Professional Accountability Sergeant.
 - 1. Notification of open positions within a unit shall be posted at all work stations and/or county email no less than two weeks prior to the closing date for acceptance of letters of interest/and or resumes;
 - 2. Qualified interested persons submit a letter of interest and/or resume as directed within the notification;
 - 3. Candidates may be required to participate in a written examination, practical exercise, and/or practical skill evaluation as required in the notification;
 - 4. Other specific examinations or requirements, if applicable, will be outlined in the specific unit's standard operating procedures and will be available, upon request, from the unit supervisor and/or be posted in the notification;
 - 5. Candidate's may be required to participate in an oral board;
 - 6. Candidate's prior performance evaluations will be reviewed;
 - 7. Candidate's immediate supervisor will be contacted for input;
 - 8. When the above steps are complete, a list of the top three candidates will be forwarded to the division commander in order of scoring. Candidates during the five days following testing will be able to review their scoring and comments sheets. When a position within that unit becomes available, the division commander will select one person from the top three. If, at the time of testing, there is more than one opening, the list will include the number of names, which positions are available, plus the next two additional names on the list;

9. After the immediate positions are filled, a list of the next top three candidates shall be maintained for a period of up to one year or less at the discretion of the division commander. Any candidates left on the list shall be notified in person as to the reason that they are being removed from the list.

B. Office of Professional Accountability Sergeant.

1. In the event of an opening in an Office of Professional Accountability Sergeant position, the Sheriff and the Association shall each submit a list of five names of bargaining unit members to fill the position. The Sheriff must select the individual to fill the open position from one of the names that appears on both the Sheriff's and the DSA's lists. The selected employee shall fill the open position for a two year commitment with the right to request a one year further extension, provided however, that an employee may request a hardship accommodation in accordance with the Policy and Procedure Manual.

A.8.4 Assignments to the above units may affect shift assignments.

A.8.5 Failure to follow the above selection procedure may be grieved by the candidate.

A.9 Employees assigned the care and handling of K-9 dogs shall have their daily work shifts reduced by one-half hour for the care and feeding of their dogs. On days off, vacation and holidays when officers have the dogs in their possession they shall be paid one-half hour per day for the care and feeding of the dog. This pay shall be at the overtime rate provided that the officer was in a payroll status during the entire preceding work week. If the officer was not in a payroll status during the entire preceding work week, said pay shall be at the straight time hourly rate up to the number of hours he/she was not in a payroll status. Officers caring for another officer's dog during a vacation period shall not receive additional compensation therefore. In consideration for abandoning specialty pay for K-9 officers, the County agrees that the dogs will continue to be housed with the officers.

A.10 **Master Patrol Deputy Program (hereinafter referred to as "MPD")** - The assignment of MPD shall be a specialty assignment and not a civil service rank. The primary mission of the Master Patrol Deputy Program is to give the Sheriff's Office supplementary supervisory resources. The general responsibilities of the MPD shall be to assist the Sergeant with supervisory responsibilities, assume duties of the Sergeant in his/her absence, assist with the FTO program, and perform any other duties/responsibilities as directed.

A.11 Compensation:

MPD's shall receive seven percent (7%) specialty pay above the rate of top step Deputy. Addition of this percentage shall create a new base salary. Any other applicable premiums shall be paid on this higher base.

MPD's who are also members of other specialty units shall receive specialty pay as set forth in A.5 for one (1) such assignment in addition to MPD pay, subject to existing limitations (not "stacking" of specialty pay rates).

MPD's may be assigned to replace a Sergeant (at the MPD pay rate set forth above) for up to thirty (30) calendar days. Assignments beyond thirty calendar (30) days, if filled, shall be by creation of a provisional Sergeant. A provisional Sergeant shall be compensated at the applicable provisional Sergeant pay rate.

A.12 MPD Assignment:

While the MPD is fulfilling the duties/responsibilities of Sergeant, he/she shall not be called to other specialty duties or training unless there is another on-duty Sergeant or MPD available to back-fill. Specialty supervisors should consider this during the specialty selection process, however an MPD will not be excluded from a selection process to a (secondary) specialty assignment because of his/her role as an MPD.

A Master Patrol Deputy shall be assigned to a patrol beat, unless the MPD is replacing a Sergeant for the entire shift. The MPD will have some full-time responsibilities which will require him/her to have additional time away from a patrol assignment. It will be the responsibility of the MPD and his/her Sergeant to coordinate this given staffing levels.

In the event of an emergency or other unusual situation, an on-duty Sergeant may assign the MPD duties that are normally performed by a Sergeant.

MPD's shall be counted in the minimum staffing configurations unless replacing a Sergeant for the entire shift.

MPD's shall bid for positions annually. Bidding shall follow Sergeants in the bid cycle. MPD's shall bid prior to patrol Deputies. The Sheriff may make assignments irrespective of seniority for reasonable cause.

MPD's may be assigned to a shift, at the time of the bid, other than the shift bid chosen to meet the needs of the Office, however, seniority shall determine any such assignments. MPD's may also be assigned outside the bid process subject to the terms of the current labor agreement.

MPDs will bid for vacations following Sergeants. Sergeants and MPDs vacations shall not conflict with each other. Deputies will bid for vacations following MPDs and their vacations will not conflict with the MPDs. A conflict will not exist where a Sergeant and MPD have worked out coverage during their absence that will not require overtime and the coverage arrangements are approved by the Sergeant's and the MPD's Lieutenant(s).

"Acting Sergeant" assignments are eliminated.

The number of MPD's created shall be determined by the Sheriff. The parties understand that there shall be approximately the same number of MPD's as patrol Sergeants.

The parties agree that the County will not have more MPD's than the number of patrol Sergeants, unless otherwise agreed. The County may have more patrol Sergeants than MPD's, however not the reverse. This understanding shall be extended to "stand-alone" contract cities.

The parties agree that the MPD position shall have a full-time supervisory authority. The MPD will assume full-time responsibilities and will have assigned administrative tasks which may be, but are not limited to:

- 1) Follow-up monitoring of Deputies from FTO status through their probationary year. This may include participating in the first year evaluation process as outlined by the current manual.
- 2) Assisting with paperwork; such as timesheets, training, scheduling, completing squad statistics, and reviewing reports submitted.
- 3) Assuming duties of the Sergeant on an as needed basis.
- 4) Assisting with decisions as needed by Deputies.

When any of the above responsibilities are given to an individual MPD, consideration must be given for his/her overall patrol assignment. An MPD will not be tasked with an amount of work that prevents him/her from completing the role of a patrol Deputy responsible for a beat. If additional assignments are given to an MPD, consideration should be given to staffing and the ability to assign the MPD away from a patrol shift during the specific assignment.

A.13 Qualifications and Removal:

Consideration for assignment as an MPD shall require five (5) years experience with the Snohomish County Sheriff's Office ("SCSO"). An employee may substitute 3 years of experience as a sworn officer in another police agency for 1 year of this requirement.

MPD's may be removed and reduced for cause. In addition, a "sustained" rating of "unsatisfactory" or "improvement needed" in any performance evaluation category is grounds for removal from an MPD assignment.

A.14 Selection Process:

When an MPD assignment is available, the SCSO will make an official office-wide announcement. The announcement shall solicit interest from all eligible candidates. All candidates meeting the qualification set forth above and desiring to apply for MPD assignment shall be required to take a written examination administered by the SCSO. The Sheriff shall make up the written examinations and set a minimum passing score. Any applicants currently on the Sergeant's eligibility list will not be subjected to the written test.

All candidates achieving a minimum passing score on the written examination shall take an oral examination in the form of a Selection Board ("Board"). The Sheriff's designee, normally the Chief of Operations, shall appoint the Board. The Board shall consist of a Precinct Commander, and two (2) Sergeants from each precinct for a total of five members. The Board shall subjectively evaluate each candidate's "on-going performance" and give a single score from zero (0) to fifty (50) points. The Board shall ask five (5) identical questions of each candidate. Each answer shall be scored at a maximum of ten (10) points for a maximum of fifty (50) points. The two (2) scores shall be combined for a total of one hundred (100) possible points on the oral examination.

The parties agree that the department should establish a one year eligibility list with a rank order. In order to be placed on the list, the candidates must receive a passing score of seventy (70) points or higher on the oral examination. It is the agreement of the parties that the position of MPD will remain a non-civil position. Qualifications for promotion to Sergeant shall be amended to reflect five years with the SCSO, one of which may be waived for three years service in a sworn position in a law enforcement agency that employed at least ten commissioned officers.

The three candidates with the highest overall score shall be provided to the Division Commander, who shall determine which candidate will fill the vacant position.

Selections shall not be announced until five (5) business days after the Board concludes the examination process. Any appeal of the testing process or actions of the board by a candidate must be made during the five (5) business day period. No appeals shall be accepted after the five (5) business day period. Appeals submitted shall be directed to the Sheriff's designee, normally the Chief of Operations. That hearing officer will decide if the appeal is sustained or non-sustained. Appeals may only be made regarding the validity of the testing process. Examples would be a Board failing to ask each candidate the same oral board questions, a demonstrated bias or conflict of interest on the part of a Board member, or the Board not following its own procedure. Scoring of the oral board answers and the subjective review of

performance are entirely up to the discretion of the Board and are not subject to appeal. If an appeal is sustained, the entire testing process by that Board is discarded. A new Board (which could include all the same members) will be convened and another testing process conducted. Another written exam is not required unless the written exam was the focus of the successful appeal.

MPD Training Program:

As described in this policy, once an individual is selected he/she will be required to assume some full-time supervisory responsibilities, under the direction of a Sergeant. Each MPD selected, will complete Supervisory Field Training. This training shall be done within SCSO guidelines and will be conducted by SCSO staff.

Attachment 1

- Effective on month after ratification 2013, benefit changes will be made as set forth below.

	<u>NOW</u>	<u>CHANGE TO</u>
Regence Selections	\$10 copays for professional/ outpatient visits per plan document Co-Pay of \$5 (Generic), \$15 (Brand) and \$30 (Non-Formulary) for prescriptions Most services including inpatient Hospital, Surgery, X-Ray, Lab, Rehab, etc. 100% In-network Emergency Room Copay -- \$50 Out-of-Pocket Max-In-Network \$2,500/person, \$7,500/family	\$20 copays for professional/ outpatient visits per plan document Status Quo Status Quo Emergency Room Copay: \$200 Status Quo
Regence Traditional (DSA Current) (Grand-person for current enrollees who maintain this election)¹	Most services paid at 100%, no preventative care benefits (traditional/indemnity plan design) very low out-of-pocket max (\$375/person/year) Emergency Room Care paid in full 80% for Brand Name	No Change No Change No Change
Group Health Options	\$15 copays for most prof/outpatient visits Emergency Room Copay -- \$75 Out-of-Pocket Max-In-Network- \$1,000/person, \$2,000/family	Status Quo Status Quo Status Quo
Prescriptions -- Inside Network	\$15 co-pay up to 30 day supply	Status Quo

¹ Regence Traditional (DSA Current) shall be available, going forward, only to current enrollees in the Plan and not to new hires and current Plan enrollees who hereafter enroll in a different Plan.