COLLECTIVE BARGAINING AGREEMENT

By and Between

CHELAN COUNTY COMMISSIONERS

And the

CHELAN COUNTY SHERIFF

ORIGINAL

TEAMSTERS LOCAL NO. 760

Representing the

COMMISSIONED DEPUTIES OF THE

CHELAN COUNTY SHERIFFS OFFICE

January 1, 2026 – December 31, 2028

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PREAMBLE

These articles constitute an Agreement between the Board of County Commissioners and the Sheriff of Chelan County, hereinafter referred to as the County or Employer, and the Teamsters Local 760, hereinafter referred to as the Union, governing wages, hours and working conditions for members of the Chelan County Sheriff's Office covered under this bargaining agreement.

ARTICLE 1 – RECOGNITION

1.1 The County agrees to recognize Teamsters Local 760 as the sole and exclusive bargaining agent for wages, hours and working conditions for all full time and regular part-time fully commissioned deputies employed by the Chelan County Sheriff's Office with the exception of the Sheriff, Undersheriff, Chiefs, supervisors, confidential employees and all other employees as certified by PERC in decision 13576 (PECB, 2022).

ARTICLE 2 – MANAGEMENT

2.1 Subject to the express terms and conditions of the Agreement, all of management's inherent rights, powers, authority and functions shall remain vested exclusively in the County. It is expressly recognized that such rights, power, authority and functions include, but are not limited to, the full and exclusive entrepreneurial control, management and operation of the Sheriff's Office Affairs; the determination of the scope of its activities, the business to be transacted, the work to be performed and the methods pertaining thereto; the equipment to be utilized, the process and procedures; the right to maintain order, efficiency and effectiveness, and standards of performance; the right to fix standards of quality and quantity of work, and the right to control the scheduling of all work; the right to determine the number of employees and the direction of the working forces; the right to hire, select, train, assign, promote, and transfer its employees and the right to discipline, demote and discharge employees for just cause.

2.2 All management rights, powers, authority and functions, whether heretofore or hereafter exercised, shall remain vested exclusively in the County, except insofar as expressly and specifically surrendered or limited by the express provisions of this Agreement. In matters not covered expressly and specifically by language within this Agreement, the County shall have the clear right to make decisions as the need arises. This shall include, but not be limited to, the right of the County to make rules and regulations in order to maintain operating efficiency. All rights not specifically abridged or limited by this Agreement are reserved exclusively to the Employer, regardless of whether or not such rights have previously been exercised by the Employer.

2.3. The Union does not surrender any right to Management based on any claimed or assumed management right nor does the Union waive any right to require the

County to bargain over any mandatory subject of bargaining or waive any other right granted or permitted under RCW 41.56.

ARTICLE 3 - DUES DEDUCTION

3.1 Union Membership. Employees covered by this Agreement may, following the beginning of such employment join the Union.

3.2 The Union agrees to represent all employees within the bargaining unit without regard to Union membership. The Union shall provide the Employer with thirty (30) calendar days' notice of any change in the dues structure and/or the initiation fee structure.

3.3 When the Employer hires a new employee recognized as a position covered in the bargaining unit, the employer shall within twenty-one (21) calendar days of employment notify the Union in writing, giving the name, date of birth, hire date, address and classification of the employee hired.

3.4 The County shall provide the Union access to new employees of the bargaining unit per the laws of the State of Washington.

3.5 Upon written authorization from an employee within the bargaining unit the Employer shall deduct from the wages of that employee the sum certified as the assessment and monthly dues of the Union and shall forward such sums to the Union along with an alphabetized list showing the names and amounts deducted from each employee. Such deduction may be made only if the accrued earnings of the employee are sufficient to cover said deduction after all other authorized payroll deductions, either required or order by law, for the employee have been made. Should an employee not have monies due them or the amount of such monies is not sufficient to satisfy the assessments, no deduction shall be made for that month for that employee.

3.6 Dues cancellation. An employee may cancel payroll deduction for dues by written notice to the Union in accordance with the membership form. The Union shall promptly forward notice of the dues cancellation to the Employer. The cancellation will become effective on the second payroll after receipt of the notice by the Employer.

3.7 The Union shall indemnify, defend and hold the Employer, its officials, representatives and agents harmless from and against any claims, lawsuits and actions made or instituted against the Employer, its officials, representatives or agents for good faith efforts to comply with this article, including any lawsuits or actions naming the Employer, its officials, representatives or agents as a party, resulting from any "check-off" of dues for the Union. The Union shall refund to the Employer any amounts paid to it in error on account of the "check-off" provision upon presentation of proper evidence thereof.

ARTICLE 4 – UNION ACTIVITIES

4.1 The Union shall be permitted to post notices regarding Union business in a convenient place outside of normal public view in the Sheriff's Office within each functional division or detachment, as mutually agreed between the Sheriff and the Union.

4.2 The Union shall be permitted to use County facilities for Regular and Special Meetings, providing these meetings do not conflict with official County business.

4.3 The County recognizes that at times a duly authorized representative of the Union may access the workplace to investigate potential violations of this agreement, grievances, working conditions and to meet with members provided that the business representative does not interfere with the work being conducted by the employees. The authorized representatives shall be subject to the general rules of the employer pertaining to accessible areas, which shall include all state and federal rules and/or regulations that limit access to specific employees or individuals.

4.4 The County recognizes that the Union may appoint up to three employees as stewards to assist the Union Business Agent and have to use on-duty time for the purpose of adjusting complaints or ascertaining whether the conditions of this Agreement are being complied with by both parties. In such cases the steward shall request use of such time from the Sheriff or their representative. Failure to request such use may result in withdrawal of this privilege. Permission to use such time shall not be unreasonably denied.

4.5 It is further understood that on-duty time may be used, by mutual agreement, for bargaining and contract enforcement. The County shall allow up to three (3) members to attend negotiating meetings with the County's representatives, without loss of pay, relative to pursuing contract renewal and negotiations. No overtime will be incurred as a result of this section.

ARTICLE 5 - HOURS OF WORK AND OVERTIME

5.1 Workweek and Work Period. This Article is intended only to define the normal hours of work. Nothing herein shall be construed as a guarantee of hours of work per day or per week. The work schedule for employees covered by this agreement shall be:

1. For deputies assigned to the patrol division, Two (2) consecutive twelve (12) hour days worked, followed by two (2) consecutive days off, and three (3) consecutive twelve (12) hour days worked followed by two (2) consecutive days off and two (2) consecutive twelve (12) hour days worked, followed by three (3) consecutive days off, for a fourteen (14) day work period; or

2. For deputies assigned to Detectives, SRO or other specialty assignments.

   A. Four (4) consecutive ten (10) hour days worked followed by three (3) consecutive days off, for a seven (7) day work period, or

   B. Five (5) consecutive nine (9) hour days worked followed by two (2) consecutive days off and three (3) consecutive nine (9) hour days worked followed by one (1) eight (8) hour day worked, then followed by three (3) consecutive days off for a fourteen (14) day work period, or

   C. Two (2) consecutive twelve (12) hour days worked, followed by two (2) consecutive days off, and three (3) consecutive twelve (12) hour days worked followed by two (2) consecutive days off and two (2) consecutive twelve (12) hour days worked, followed by three (3) consecutive days off, for a fourteen (14) day work period.

3. For deputies on light duty assignments.

   A. May be assigned to five (5) consecutive days followed by two (2) consecutive days off, or the shifts defined in subsection 1 and 2.

4. For incidents where employees are assigned to training that is being conducted or provided by an organization other than Chelan County, the employer may adjust the employees shift based on the training schedule.

5. The Employer may adjust an employee's work schedule by mutual agreement between the Employer and the employee to permit shift trades that do not result in the payment of overtime to the employee, solely at the option of the Employer.

5.2 Changes in schedules will be communicated to affected employees with as much advance notice as possible and changes will not be made arbitrarily, or in bad faith.

5.3 Overtime. The Sheriff may assign work to be performed in excess of the employee's regularly scheduled work shift. All work performed in excess of the employee's regularly scheduled hours of work shall be compensated for at one and one-half times the employee's regular straight time hourly rate. Reimbursement for uniform, clothing, equipment, meals, travel and any other fringe benefits shall not be included in the determination of the employee's regular straight time rate of pay. All paid leaves count as time worked for purposes of this section.

1. The first fifteen (15) minutes of overtime shall be unpaid. Any incremental

increase shall be rounded up to the nearest fifteen (15) minutes.

5.4 Voluntary Overtime Process. All known voluntary overtime shall be posted electronically via the scheduling software system. Known overtime shall be defined as voluntary overtime that is known by the employer more than seven days in advance. Known voluntary overtime shall be awarded based on seniority.

1. Voluntary overtime that is posted with sufficient advance notice shall be made available on a seniority basis only for the first seven calendar days of posting and then shall be made available based on first come/first serve basis.

2. Voluntary overtime with seven days or less of advance notice shall also be posted via the electronic scheduling software system and awarded or approved on a first come/first serve basis.

   A. On-duty shift extensions for immediate needs are not required to be posted and are made available based on the needs of the Sheriff's Office.

5.5 Compensatory Time Off. Employees may elect to take compensatory time off in lieu of receiving overtime pay for hours worked in excess of the employees' regularly scheduled hours of work. Such compensatory time off shall be at the rate of one and one-half to one and shall be scheduled by mutual agreement with the Sheriff. Accumulation of compensatory time off shall not exceed one hundred sixty (160) hours. Only one hundred twenty (120) hours of compensatory time may be carried forward into a new calendar year. At year end hours above the one hundred twenty (120) hour limit shall be bought down at the employee's current rate of pay.

5.6 Call Out. In the event of a call out, an employee will be credited with a minimum of three (3) hours' work time, at one and one half (1 ½) the regular rate. A call out is defined as a mandated directive either by a supervisor or at the direction of a supervisor requiring an employee to report to full duty as a deputy. A telephone conversation or a call asking for volunteers or a voluntary choice to report for duty is not a call out. The compensation for a call out begins when the employee enters his/her vehicle and/or is in route to the assigned detail. All call out hours worked on an observed holiday shall be compensated at two (2) times the regular rate (which consists of time and one half (1 ½) plus half (½) time holiday pay). Employees called out on observed holidays shall also accrue to their holiday leave bank all remaining and unworked hours based on their normal shift.

5.7 Off Duty Telephone Calls. Employees will be compensated at his/her request at their appropriate hourly rate for all work-related off-duty telephone calls lasting ten (10) minutes or more. Telephone calls of less than ten (10) minutes are considered minimal and not compensated. However, more than two (2) off-duty

telephone calls on a single day shall be compensated, with a minimum one-half (1/2) hours of compensation, even if none of the calls are of ten (10) minutes duration.

5.8 Travel Time. Deputies are not required to reside in the area of their assignment (beat) but instead are permitted to reside anywhere they choose and be given a take home duty vehicle. However, in recognition of due care and maintenance of county owned vehicles, Deputies who choose to reside outside Chelan County will be limited to a thirty (30) minute travel limit to/from their residence to the Chelan County boundary via the most direct route and given normal traffic/ road conditions and is subject to the approval of the Sheriff.

1. For deputies that reside in Chelan County, shifts will begin (sign in) and conclude (sign out), according to the times of their shift, at the Deputy's residence.

2. For Deputies who reside out of Chelan County, the Deputy shall be inside Chelan County within the first 15 minutes of their shift. Travel time to/from their residence to/from the Chelan County boundary shall be considered part of their shift so as not to exceed fifteen (15) minutes of travel via the most direct route to/from the Chelan County boundary.

   A. Deputies employed as of October 2, 2023, who reside within the 30-minute travel limit shall continue to be approved for "portal to portal" use of the patrol vehicle, while living at their existing residence.

3. Commissioned employees shall be compensated pursuant to this Article for travel time within Chelan County to and from mandatory training within Chelan County.

5.9 Court Time. Employees covered by the Agreement shall be credited with a minimum of four (4) hours' work at time and one half (1 ½) when required to appear in court as the arresting officer or as a witness on their day off or during off-duty hours. This applies to any scheduled court appearance unless the employee is advised by 7:00 p.m. the previous day that they are released from the subpoena. This does not apply to shift extensions (see section 5.10 below).

5.10 Shift Bidding. Shifts bids will be conducted annually, first by classification and then by seniority. Supervisors shall start their bids by October 1st and shall complete their bids process by October 14th. Deputies shall start their bid process by October 15th and complete their bid process by October 31st. If the Supervisor bid is completed prior to October 14th, the Deputies may start their bid process prior to October 15th by mutual consent of the Sheriff and the Union.

1. Changes in shift bids. After the bid process has been completed, new hires and (non-patrol) assignment changes, shall be at the determination of the Sheriff, but shall not supersede the bid process or bid shifts.

2. When a shift opening is available on a specific patrol squad and backfill is authorized by the Sheriff with either a new hire or replacement from a non-patrol assignment, Senior deputies from within that squad may request movement to the vacant position. Approval or denial of the request shall be at the sole discretion of the Sheriff or designee.

5.11 Schedule Modifications. The Sheriff may modify scheduled days off or on duty in exceptional situations which are defined as an unforeseen occurrence, civil disorder, natural disaster, a life-threatening situation, holiday weekend or scheduled festival, or other bona fide emergencies. When called to duty without prior notice, the employee shall have a reasonable time to clean up and get into a uniform. All shifts scheduled with less than forty-eight (48) hours' notice shall be compensated at the overtime rate. The overtime for a schedule change made with less than forty-eight (48) hours' notice applies only to the changed hours, not the entire shift (unless the entire shift is a change).

1. If an overtime shift is canceled with less than forty-eight (48) hours' notice, the Employer will make alternate work available and can assign a detail to the employee for the specific overtime hours they were scheduled to work. The employee shall be paid at the same overtime rate as originally scheduled. The employee will have the option of taking the available alternate overtime detail during the hours originally scheduled, or they can decline the available work. If alternate work is offered and the employee declines the work, they will not be paid straight time for their scheduled hours canceled with less than forty-eight (48) hours' notice.

5.12 Kelly Time. Kelly time is considered compensatory time and will be accrued at the rate of eight (8) hours per month. The employee will be allowed to accrue a maximum of forty-eight (48) hours. After the maximum has been met, the employee will be paid for those hours over the maximum, at that employee's regular rate of pay. Employees will be encouraged to take the time off. This section applies only to employees working a twelve (12) hour shift.

5.13 Employees should not be scheduled to work more than sixteen (16) hours within a twenty-four (24) hour period, except for temporary assignments necessitated by emergencies, and they shall be guaranteed a minimum of eight (8) hours between shifts. An employee who is scheduled for less than eight (8) hours off between shifts in a nonemergency situation should notify the scheduling officer or their immediate supervisor so that scheduling adjustments can be made. An employee may request to work with less than eight (8) hours off between shifts, but for safety reasons such requests will normally be denied except in cases of temporary emergency assignments.

1. For purposes of this section, mandatory court time is considered part of an employee's daily shift. If the compensated four (4) hours court time

overlaps with the end of an employee's regularly scheduled work shift, the employee shall finish out the court time and be paid at the rate of time and one half (1 ½) for all time worked beyond the end of their regularly scheduled shift with the minimum four (4) hours compensation. The employee shall not be scheduled for another shift for a minimum of eight (8) hours after the conclusion of the court time, except for temporary emergency assignments. If the compensated four (4) hour court time is required prior to commencement of the employee's regular shift and overlaps with that shift, the employee shall work their regularly scheduled shift following the court time and be paid at the rate of time and one half (1 ½) for all hours in excess of their regularly scheduled shift with the minimum four (4) hours compensation. The employee shall not be scheduled for another shift for a minimum of eight (8) hours after the conclusion of their regularly scheduled shift.

2. If court time is outside the employee's regularly scheduled work shift and less than eight (8) hours from either the beginning or the end of a shift, at the request of the employee, the employer shall make every reasonable effort to adjust the employee's schedule so that the employee has eight (8) hours off either before the start of their next shift or after the conclusion of their shift prior to the court time. Any time off from the employee's normal work schedule and necessary to meet the eight (8) off-hour requirement, as specified above, shall be at the expense of the County and not come from the employee's personal leave bank. Court time outside the employee's regularly scheduled shift shall not be considered a separate shift for purposes of section 5.10's eight (8) hours off requirements.

ARTICLE 6 – HOLIDAYS

6.1 The following days shall be recognized and observed as paid holidays:

Floating Holiday	Employee request
New Year's	January 1
Martin Luther King's Birthday	Third Monday in January
Presidents Day	Third Monday in February
Memorial Day	Last Monday in May
Juneteenth	June 19th
Independence Day	July 4
Labor Day	First Monday in September
Veterans Day	November 11
Thanksgiving Day	Fourth Thursday in November
Day After Thanksgiving	Fourth Friday in November
Christmas Day	December 25

6.2 An employee may take a floating holiday at such time as is mutually agreeable to the employee and the Sheriff or his/her designee.

6.3 An employee who is required to work on an observed holiday as set forth in this section, shall be compensated at the rate of one and one-half (1 1/2) times the employee's straight time hourly rate of pay for each regularly scheduled hour worked on the holiday (beginning at twelve (12) midnight of the holiday). Any hours worked on the holiday and in excess of the employee's regularly scheduled hours shall be compensated at two (2) times the employee's regular hourly rate (which consists of time and one half (1 ½) plus half (½) time holiday pay). Additionally, the employee shall be provided equivalent holiday time off (based on their scheduled work hours and without any credit for overtime hours) on another day subject to the approval of the Sheriff or his/her designee.

6.4 When a holiday falls on a regular day off the employee shall be provided equivalent holiday time off on another day, subject to the approval of the Sheriff or his/her designee.

6.5 Holiday time may be accumulated, but at no time shall the accumulation of holiday time exceed one hundred sixty (160) hours. Only one hundred twenty (120) holiday hours may be carried forward into the next calendar year. Holiday time may be bought down at the employees' current rate of pay twice annually. Employees may request to buy down up to 40 hours on April 15 and October 15, with payment made on the 5th of the month following the request.

6.6 Should any additional perpetual federal holiday be declared, that holiday will be added to the above schedule.

ARTICLE 7 - UNIFORMS, CLOTHING ALLOWANCE AND EQUIPMENT

7.1 All deputies shall be furnished initial basic uniforms and individual equipment as required by the Sheriff, and which are specified in Attachment "A". Replacement uniforms, uniform cleaning and equipment shall be paid for by the Employer. Uniform cleaning shall only be allowed at a local facility, approved by the Sheriff or his/her designee, except clothing designated as "do not dry clean" will not be dry cleaned. The Union may participate in the selection of the facility. Replacements will be furnished through the Quartermaster Supply System or by individual purchases with prior approval or authorization which shall not be unreasonably denied.

1. Detectives and other non-uniformed deputies shall receive an eight hundred dollar ($800.00) annual clothing allowance. New hires will be given a prorated allowance in their first paycheck.

2. The County will repair or replace boots and shoes as needed, and a request will not be unreasonably denied.

7.2 A deputy shall, as authorized by the Sheriff, receive reasonable reimbursement

for damaged teeth or dentures, clothing, uniform cleaning, broken glasses or damaged or stolen personal property when he/she becomes involved in an unusual incident or incidents while on duty and which are not caused by the employee's negligence.

7.3 Property, as required by the Sheriff and agreed to by the Board of Commissioners for the purpose of this section, will be replaced by the Employer if stolen. A current individual inventory of such property shall be on file with the Sheriff and Board of Commissioners prior to the loss. Reimbursement amounts shall be determined by the Sheriff and Board of Commissioners, subject to the grievance procedure.

ARTICLE 8 – SENIORITY

8.1 "Classification seniority" shall mean the length of service within a classification in the Chelan County Sheriff's Office. Classification seniority shall be the determining factor in shift assignments and detachment assignments. Employees promoted to a higher classification or appointed to a position within the Sheriff's Office shall continue to accrue classification seniority.

1. "Office seniority" shall be used for vacation requests. Office seniority shall mean an employee's length of service within the Chelan County Sheriff's Office measured from the last date of hire, less any authorized leave of absence without pay. Employees rehired within three (3) months of resignation shall treat the separation as a leave of absence without pay for purposes of accruing seniority.

   A. "Office seniority' should be utilized as a tie breaker for determining specialty assignments and/or appointed positions, if all other qualifications are determined to be substantially equal.

8.2 A probationary period of three hundred sixty-five (365) calendar days shall be required for all new employees based on the date of hire for lateral hires and based on date of graduation from the basic law enforcement academy for new hires. During this period, probationary employees may be terminated without notice at the sole discretion of the Sheriff.

8.3 Classification seniority shall be the determining factor in layoffs and recall from layoffs. Employees laid off by virtue of less seniority within the bargaining unit shall be allowed to revert to their prior position in a lower job classification when eligible, considering their total continuous length of service within the office.

8.4 Office and Classification seniority shall terminate upon discharge, resignation lasting in separation in service from the Sheriff's Office for greater than three (3) months, retirement, twelve (12) months of lay off, and for unexcused absences of three (3) or more days in duration. Employees who have been laid off and who are recalled to employment with the County shall report to work within ten (10)

working days of their receipt of notification of recall by certified mail. Failure to report within ten (10) working days of the employee's receipt of notification for recall by certified mail shall constitute a waiver of the employee's right to reemployment.

8.5 It is understood that the prior service of County employees who transfer to the Chelan County Sheriff's Office shall be used for the purpose of sick leave and vacation accrual.

8.6 Regular Part-Time Employee. An employee who regularly works more than eighty (80) hours a month, but not full time. A regular part-time employee shall receive benefits as provided by law and prorated benefits provided for in this Agreement.

8.7 Temporary or Seasonal Employee. An employee hired for a specific period of time not to exceed one hundred twenty (120) working days to complete a seasonal temporary project. Temporary or Seasonal employees shall be paid on an hourly basis and shall not receive any of the benefits of the regular employee.

8.8 Applicants for specialty positions (Traffic (TEU), forest service, School Resource (SRO), Marine Patrol, specialty teams) openings shall be selected as specified in Article 14.4. Two detective positions will be maintained, on a rotating basis, as specialty assignments, with pay commensurate to the detective compensation as outlined in Appendix A during the period of the assignment. Any changes to the current department policy with respect to the selection or removal procedures of the rotating detective position shall be bargained by the parties.

ARTICLE 9 - GRIEVANCES AND ARBITRATION

9.1 A grievance is defined as a dispute involving the interpretation, application or alleged violation of any provision of this Agreement.

9.2 In the processing, disposition and/or settlement of any grievance, the Union shall be the exclusive representative of the employee(s). Prior to the submission of the grievance to Step 2, the Union or employee shall elect either the grievance procedure or the Chelan County Civil Service Commission as the remedy of choice. Once decided, the Union or employee shall submit the grievance through the elected procedure and, once the grievance has been initiated in the elected procedure, there shall be no other recourse for the resolution of that grievance.

9.3 A grievance settled under any step hereof shall be binding on both parties and the employee(s).

9.4 Any grievance shall be resolved in the following manner:

Step 1: The Sheriff or his/her designee and Union, on behalf of the aggrieved

employee, or the employee shall notify the other of the nature of the grievance within fourteen (14) calendar days of the aggrieved party's first knowledge of the occurrence which gave rise to the grievance. The Union or the employee shall notify the Sheriff, the Undersheriff, or the Sheriff's designee by electronic mail or personal service. The County shall notify the Secretary-Treasurer of the Union. The two representatives or the employee shall attempt to settle the matter. The representative receiving the grievance shall respond in writing within fourteen (14) calendar days of receipt of the grievance.

Step 2: If the grievance is not settled in Step 1, it shall be submitted in writing within fourteen (14) calendar days after the Step 1 decision to the Board of County Commissioners and to the Sheriff and to the Secretary-Treasurer of the Union, and they or their representatives shall meet within fourteen (14) calendar days of their receipt of the grievance to decide whether they can settle the grievance. This decision shall be in writing. The result from Step 2 shall be final for grievances pursued by individuals without the assistance of the Union. The right to proceed to arbitration pursuant to Step 3 does not apply to such individual grievances.

Step 3: If the grievance is not settled in Step 2, a demand for arbitration will be submitted by either the Commission, the Sheriff, or the Union within fourteen (14) calendar days of receipt of the Step 2 decision or the Step 1 decision if Step 2 is not utilized.

1. For all cases involving a disciplinary matter, RCW A 41.58.070 shall apply to the arbitration proceedings and supersede the provisions of this agreement.

2. Upon demand for arbitration in non-disciplinary cases, both parties shall immediately petition the Washington State Public Employment Relations Commission (PERC), for the names of seven (7) arbitrators, and within five (5) working days from receipt of such list of names, the two parties shall select one name on the list by alternately striking a name until one remains. The first strike shall be determined by lot. This process for selecting an arbitrator need not be followed if both parties agree on any person as impartial arbitrator.

3. The grievance shall then be presented before an arbitrator who shall hear both parties as soon as practicable on the disputed matter and shall render a decision within thirty (30) calendar days of the conclusion of the hearing.

4. The decision of the arbitrator shall be final and binding upon the parties to the grievance provided the decision does not involve

action by the Employer which is beyond its jurisdiction, nor shall the decision have the authority to amend, alter or modify this Agreement, and its terms shall be limited to the interpretation and application of this Agreement.

5. Any grievance submitted to arbitration may be settled by the parties prior to the arbitration hearing or decision or withdrawn from the arbitration process by the parties submitting the grievance to the Step 3 procedure. Where a grievance is presented to an arbitrator and is not settled or withdrawn prior to the arbitrator's decision and/or award, such decision and/or award shall be final and binding on both parties and employee(s).

6. Charges submitted by the arbitrator shall be equally borne by the County and the Union.

9.5 Any of the time periods specified in this procedure may be extended by mutual agreement between the parties.

9.6 Nothing herein shall be construed as a limitation on the right of an individual employee to pursue a complaint or grievance through the management chain of command (i.e., supervisor, mid-level manager, and then the Sheriff) without the intervention of the Union, provided that any result shall be consistent with the terms of this collective bargaining agreement, and further provided, consistent with RCW 41.56, that the Union has the right to have a representative present at any initial meeting called for the resolution of such grievance.

9.7 Supervisor Non-Disciplinary Mentoring: Supervisors are expected to conduct supervisory mentoring of their subordinates for positive, neutral, and negative performances which may be documented as part of the evaluation process. Any mentoring completed and included in the evaluation process by a supervisor with their subordinate, shall not be subject to the formal grievance process, but may be appealed to the Sheriff, should the employee disagree with the evaluation.

ARTICLE 10 – INSURANCE

10.1 Medical Insurance Coverage. The County will continue to pay the premium costs for current medical and dental plans for all employees and their dependents. The County will continue to pay the premium cost for all employees and dependents except that employees with one enrolled dependent shall contribute one hundred dollars ($100.00) per month and those with two or more shall contribute two hundred dollars ($200.00) per month. The County will not pay for double coverage when both spouses are employed at the County

10.2 The County shall keep in force insurance covering all deputies of the Chelan County Sheriff's Office covering the following:

1. False arrest, detention or imprisonment;

2. Malicious prosecution, libel, slander, defamation;

3. Violation of right of privacy, wrongful entry or eviction or other invasion of right of privacy;

4. $50,000 Life insurance; and

5. Negligent Investigation.

10.3 All employees who qualify for retirement coverage under the LEOFF system shall be covered under that system.

10.4 The County will reimburse employees and enrolled dependents for prescription eyewear (lenses, frames and contacts) up to three hundred fifty dollars ($350) per year combined total. An employee may carry over from year to year up to three hundred fifty dollars ($350) for a maximum reimbursement of seven hundred dollars ($700) in any one year.

10.5 VEBA Account. Upon ratification and signature by both parties, the County shall make a $75.00 monthly contribution to employee VEBA accounts.

1. The Employer shall deduct from each employee's wage on a monthly basis an additional $100.00 and remit it to the VEBA.

2. The Employer agrees to adjust the employee payroll deduction on an annual basis by majority vote of the bargaining unit. The Union shall notify the Employer, in writing by November 1st of any requested change in the Employee VEBA contribution for the next calendar year.

10.6 Upon ratification and signature by both parties, The County shall pay on behalf of each employee up to $94.85 to the Retiree's Welfare Trust for the purpose of retirement medical health care.

ARTICLE 11 - ANNUAL LEAVE

11.1 Annual leave is earned by a full-time employee of Chelan County at the rate of eight (8) hours for each month of completed service. For part-time employees, leave is earned at a rate in proportion to their part-time work. Temporary employees do not earn annual leave. Annual leave will not be utilized until a new employee has served a minimum of six (6) consecutive months. A new employee is defined as a new employee, a reemployed person with more than a six-month break in service, or a laid off employee who is recalled more than twelve (12) months after the date of layoff.

11.2 Full-time employees earn eight (8) hours of annual leave their first employment month if employed on or before the fifteenth (15th) of the month. Terminating employees earn eight (8) hours of annual leave their final employment month if they actually work through the fifteenth (15th) of the month or longer. Annual leave will not be allowed if an employee terminates with less than six (6) months' service.

11.3 Annual leave may be accumulated; however, the amount of such accumulated leave carried over to the succeeding calendar year shall be limited to three hundred (300) hours. An employee will be credited with unused leave as of January 1st of the succeeding year his or her leave account shall be reduced to three hundred (300) hours.

11.4 All accumulated annual leave shall be paid to an employee at his or her regular hourly rate when an employee leaves the employment of Chelan County for any reason; In the case of death, all accumulated annual leave will be paid to the deceased employee's estate.

11.5 Annual leave is charged in half-hour units. Any part of a half-hour will be charged at a minimum of one-half hour. Only working hours are charged, and at the rate of one-half hour of leave for each one-half hour of absence.

11.6 Each full-time employee of Chelan County shall be granted longevity bonus hours starting at the beginning of the years listed below. Hours are accrued on a monthly basis.

Length of Service	Regular annual leave	Annual longevity bonus	Total	Monthly accrual Rate
Year 1	96	0	96	8
Year 2	96	12	108	9
Year 3	96	18	114	9.5
Year 5	96	36	132	11
Year 10	96	48	144	12
Year 15	96	72	168	14
Year 20	96	90	186	15.5
Year 25	96	108	204	17

11.7 Annual Leave Bid. Annual leave bids shall be based on office seniority, up to February 1st of each calendar year, after which vacation will be scheduled in order of requests.

1. With the exception of "blackout weekends" which shall be posted annually by the Sheriff on October 1st with the Shift Bid process, each patrol squad

shall be guaranteed a minimum of two (2) squad members off on annual leave at one time.

A. Requests for time off during a "blackout weekends" may be made through the Deputies chain of command to the Sheriff for reasons, such as family weddings, or one-time events that are beyond the control of the Deputy. The Sheriff shall make the determination on a case-by-case basis. Approvals shall not be made for reoccurring events.

B. "Blackout weekend' time off requests restrictions shall apply to equally to all time off requests, including annual leave, compensatory time, kelly time, holiday time.

2. First choice requests shall be limited to three (3) weeks (12 shifts on a 10 or 12-hour shift schedule).

3. No employee shall be allowed to take more than two consecutive (2) weeks (8 shifts on a 10 or 12-hour shift schedule) of annual leave during the period from July 1 through the Tuesday after Labor Day, unless approved by the Sheriff.

4. Once annual leave is scheduled, annual leave may not be cancelled by Chelan County unless an emergency occurs. Emergency purposes shall mean an event or set of circumstances occur which; demands immediate action to preserve public health, protect life, protect public property, or to provide relief to any stricken community overtaken by such occurrences, or to preserve public and deputy safety.

5. Accrued vacation time shall not be lost at the end of the year if the employee has requested the time off in accordance with the terms of this Agreement and such request has been denied by the Sheriff. In such cases, the time may be carried over but must be taken within ninety (90) days of the end of the calendar year.

ARTICLE 12 - SICK LEAVE

12.1 Sick leave is earned by a full-time employee of Chelan County at the rate of eight (8) hours for each month of completed service. For part-time employees, leave is earned at one-half (1/2) the rate of full-time employees. Temporary employees do not earn sick leave.

12.2 Full-time employees earn eight (8) hours of sick leave their first employment month if employed on or before the fifteenth (15th) of the month.

12.3 Sick leave is charged in units of full hours. Any part of an hour will be considered

a full hour. Only working hours are charged, and at the rate of one (1) hour of leave for each hour of absence.

12.4 Sick leave will be accumulated to a total of one thousand one hundred (1100) hours, after which time it lapses month by month.

12.5 Employees who provide at least six (6) months advance written notice of their retirement shall be eligible to cash out twenty five percent (25%) of all accrued sick leave hours remaining on the date of retirement. If a reasonable basis for an exception exists, the Sheriff may allow cash out under this paragraph for employees providing less than six (6) months' notice. These hours will be cashed out to the Employee's VEBA account at the time of their final paycheck.

12.6 Illness, injury, or death in the immediate family requiring the attendance of the employee. Leave for such reason shall be limited to three (3) days in any one instance, except that up to two (2) additional days may be allowed if the additional time is necessary by reason of travel distance. "Immediate family" shall include only parents, wife, husband, dependent children, grandparents, siblings, and in-law relations of the same. Leave granted for illness or injury of other relatives must be approved by the Department Head. Leave may also be available pursuant to state and/or federal law.

12.7 At the discretion of the Elected Official/Department Head, employees may donate regular vacation leave to another employee who, as a result of being on extended sick leave due to a serious illness or injury or medical complications related to pregnancy, is about to exhaust or has exhausted his/her accumulated sick leave. The donated leave shall be in hour long increments with a minimum donation of four (4) hours and the donated leave will be credited to the sick leave account of the employee to whom they are donated, provided the donor and the recipient are employed within the same fund.

12.8 Annual Sick Leave Buyout: In November of each year Employees may elect to cash out to their VEBA account up to twenty-four (24) hours of sick leave at their current straight time rate of pay if they have over seven hundred twenty (720) or more hours of sick leave in their bank.

12.9 WORKER'S COMPENSATION COVERAGE. The County provides worker's compensation as a self-insured employer in accordance with the Washington State Department of Labor and Industries (L&I). Any employee who is collecting L&I temporary disability benefits as a result of an on-the-job injury or illness shall receive sick leave benefits to supplement such L&I benefits in an amount sufficient to equal the employee's regular rate of pay during the period of temporary disability. Once eligibility for payment to cover disability has been approved, the employee shall endorse his/her L&I time loss compensation check (employees may be eligible for a separate permanent partial disability ("PPD") award, or other remuneration from L&I that shall not be remitted to the County) to

reimburse the County for wages paid during the employee's absence and such endorsement shall cause reinstatement of a portion of hours to the employee's sick leave accrual balance. The remaining balance falls under the LEOFF II Disability Supplement; provided, however, that in no event shall a Deputy receive more in combined benefits than would have been received in base salary. LEOFF II Disability Supplement payments will be made pursuant to RCW 41.04.500, et al.

ARTICLE 13 – WAGES

13.1 Wages: Employees covered by this Agreement shall receive wages increases as follows:

January 1, 2026	3%	Wage Increase
January 1, 2027	3%	Wage Increase
January 1, 2028	3%	Wage Increase

13.2 Longevity. Employees shall receive longevity increases in accordance with the schedule attached in Appendix A.

13.3 Out of Class Pay: All employees working as an acting supervisor shall receive out of class pay for all hours worked, provided that a minimum of four (4) hours are worked in one day. The out of class pay is one-half (1/2) the difference between the employee's regular salary and the out of class level (at the same step). Acting Supervisors are not civil service positions.

13.4 Shift Differential Pay: An employee with a regular schedule who is assigned to the "night" shift shall receive a four percent (4%) increase, to be added to their regular monthly pay for each month so assigned.

1. The employer shall designate day shifts and night shifts as part of the annual bid process in October of the prior year.

13.5 Education Incentive. Effective January 1, 2023, Employees that obtain a four (4) year college degree through a nationally accredited institution (Bachelor of Arts, Bachelor of Science or the equivalent) will be provided a four percent (4%) increase to gross pay. Employees that obtain a two-year AA Degree through a nationally accredited institution will be provided a two (2%) increase to gross pay.

13.6 Field Training Officers. An employee assigned to work as a field training officer shall receive an eight percent (8%) wage increase for all time worked as an FTO, while assigned to a specific trainee.

13.7 Bi-Lingual Incentive. Bi-lingual employees shall receive a two percent (2%) increase to gross pay. (Must successfully pass Spanish language skills assessment utilized by Civil Service.)

13.8 Columbia River Task Force Position. Task Force positions shall receive the same rate as comparable Detective pay; however, when the deputy leaves the Task Force, the deputy shall no longer receive the Detective pay.

13.9 School Resource Deputy (SRO). SRO Deputies shall receive four (4%) of their gross pay in additional compensation when assigned to the SRO duties. During the summer months when Deputies are not assigned to their SRO duties, they shall be assigned to the patrol rotation and shall receive Kelly time. If they are placed on an alternate schedule that does not receive Kelly time, they shall continue to receive the four (4%) additional pay.

13.10 Incentive Pay. Incentive pay is computed on gross pay of the deputy. The maximum incentive pays for one deputy, regardless of the qualifications or assignments, shall be limited to receiving compensation for a maximum of two Incentive pay assignments. Assignment incident pay shall be in accordance with the following.

Incentive Pay Position	**Percentage of Incentive Pay**
Canine (K9)	2%
SWAT	2%
Search and Rescue	2%
Dive	2%
Swiftwater Rescue	2%
Air Support Unit	2%
HARRT	2%
Instructor	2%

13.11 Instructor. Deputies who are certified and assigned by the Sheriff or designee in writing to provide instruction to other County employees.

ARTICLE 14 - SPECIALTY TEAMS & ASSIGNMENTS

14.1 Specialty teams consist of SWAT Team, Search and Rescue Team, Air Support Unit, Instructors, HARRT, Dive, Swift Water Team and K9. SWAT Team members are allowed one (1) paid training day per month, the day to be specified by the Sheriff or his/her designee.

14.2 SWAT Team Standard. CCSO Deputies assigned to the SWAT team interlocal agreement (ILA) and team established standards.

14.3 Specialty Teams and Instructor physical and participation standards shall be set by Agency policy. Any change to the policy shall be submitted to the Union with a minimum of 30 calendar days' advance notice. The Union shall submit any recommendation for change to the Sheriff within the 30-day time period. If no

recommendations are submitted, the Sheriff may implement the policy change as proposed. If the Sheriff and the Union are unable to agree on any proposed policy changes, the changes shall not be implemented until the parties meet to negotiate over the changes and provided for by law.

14.4 Specialty Team, Instructor and other Assignment Selection Process shall be set by Agency policy. Any change to the policy shall be submitted to the Union with a minimum of 30 calendar days advance notice. The Union shall submit any recommendation for change to the Sheriff within the 30-day time period. If no recommendations are submitted, the Sheriff may implement the policy change as proposed. If the Sheriff and the Union are unable to agree on any proposed policy changes, the changes shall not be implemented until the parties meet to negotiate over the changes and provided for by law.

14.5 Specialty Team & Instructor Removal: The Sheriff may remove a member of a Specialty Team or Instructor Cadre for cause, which shall be defined as:

A. A Team Member or Instructors failure to participate at an acceptable level based on the Team requirements. Instructors that fail to participate in scheduled training by the administration when not on authorized leave.

1. No member shall be removed without first having received a written warning notice from the Sheriff that they are not meeting the participation requirements and then continue to not participate as needed or required.

a. Written warning notices shall only be valid for a period of twenty-four (24) months from the date they are issued.

B. A Team Member or Instructor may be removed from the duties if they fail to maintain a required certification of the position.

1. It shall be a requirement for the Sheriff's Office to offer and/or allow a Team Member the opportunity to attend any required training or update requirements.

C. A Team Member or Instructor may be removed from a position as part of a disciplinary process that is based on Just Cause.

ARTICLE 15 - EXPERIENCED PERSONNEL

15.1 Experienced lateral new hires may receive credit for their service time as a fully commissioned law enforcement officer/deputy. Lateral hire deputies shall be placed on the wage scale in appendix A at the discretion of the employer. Once placed on the wage scale, the lateral hire employee shall advance to the next step after completion of the number of months required at that step for all employees,

including the time credited upon initial hire. Time credited for the purpose of pay, shall count towards time served when computing longevity.

1. The employer may credit the employee with credit for their service as a fully commissioned law enforcement officer/deputy for the purpose of annual leave accrual. Once placed on the annual leave accrual scale, the lateral hire employee shall advance to the next step after completion of the number of months/years required at that step for all employees, including the time credited upon initial hire.

2. The employer may credit lateral hire employees with a one-time deposit of annual leave equal to 12 hours per year of credited service, up to a maximum of 72 hours.

3. The employer may credit lateral hire employees with a one-time deposit of sick leave equal to 8 hours per year of credited service, up to a maximum of 48 hours.

4. Any service time credit shall be for the purpose of computing pay and leave accrual rates only. Service time credit shall have no effect on classification, office or other seniority rights.

5. For existing personnel that may be affected by the changes in article 15, this article takes effect upon ratification by both parties.

ARTICLE 16 - JURY DUTY

16.1 Any necessary leave may be allowed by the Employer to permit an employee to serve as a member of a jury, or as a subpoenaed witness in a litigation or prosecution which does not result from the employee's own actions. The Employer will pay the difference between the court-awarded pay and the employee's regular pay for the leave so granted.

ARTICLE 17- VOLUNTEERS

17.1 Unless otherwise agreed, it is the Sheriff's policy that volunteers will be used in addition to, but not instead of the Sheriff's Office Personnel, in the performance of the mission of the Sheriff's Office. It is further understood that volunteers may be used to supplement, but not replace, regular Sheriff's Office Employees at special events and on holidays.

ARTICLE 18 - K-9 DUTY

18.1 Deputies assigned to K-9 duty shall receive eight (8) hours of comp time per month in lieu of overtime spent in off-duty dog care activities. Compensatory time accrual for K-9 purposes shall not exceed eighty (80) hours, and any hours above

the eighty (80) hour limit shall be bought down by the County at the employee's current rate of pay.

ARTICLE 19 - CHELAN COUNTY SHERIFF'S OFFICE POLICY AND PROCEDURE MANUAL

19.1. Changes to the policy and procedure manual will be bargained in accordance with RCW 41.56.

ARTICLE 20 - SAVINGS CLAUSE

20.1 Should any part or provision in this Agreement be declared invalid by reason of any existing or future legislation or by any lawful court decree, such invalidation shall not invalidate the remaining portions hereof.

ARTICLE 21 - NONDISCRIMINATION

21.1 Neither the Employer nor the Union, in carrying out their obligations under this contract, shall discriminate in any manner whatsoever against any employee in the administration or application of the terms of this Agreement because of age, sex, marital status, sexual orientation, gender identity and expression, race, creed, color, national origin, honorably discharged veteran or military status, or the presence of any sensory, mental, or physical disability or the use of a trained guide dog or service animal by a person with a disability.

ARTICLE 22 - SUPPLEMENTAL AGREEMENT

22.1 This Agreement may be amended, provided both parties concur. Supplemental agreements must be completed through negotiations between the parties which can occur at any time during the life of this Agreement, provided both parties concur. Notification of a desire to negotiate shall be in writing which must specify the section of this Agreement that the requesting party wishes to renegotiate. The negotiations are then limited to those specified sections of this Agreement. Supplemental agreements thus completed will be signed by the proper County and Union officials.

ARTICLE 23 - ENTIRE AGREEMENT

23.1 The terms hereof cover the entire Agreement between the parties. There shall be no verbal or written agreement between the employer and the employees in violation of this Agreement. This Agreement contains all of the covenants, stipulations and provisions agreed upon and no representative of either party has authority to make, and none of the parties shall be bound by, any statement, representation or agreement reached prior to the signing of this Agreement and not set forth herein.

ARTICLE 24 - TERMINATION

24.1 The general terms of this Agreement shall be effective January 1, 2026. This Agreement shall remain in full force and effect until the 31st day of December, 2028.

APPROVED this 20 day of ~~December~~ April ~~2025~~ 2026.

FOR THE UNION:

Richard A. Salinas 4.2.26
Secretary Treasurer

Attest: ~~Anabel Torres~~ Ana Arroyo
Clerk of the Board

FOR CHELAN COUNTY:

Michael L. Morrison
Sheriff

Brad Hawkins
Commissioner

Shon Smith
Commissioner

Kevin Overbay
Commissioner

ORIGINAL

APPENDIX A
SALARY AND WAGES

1A.1 Wage Scale

	Months	2025	1/1/2026	01/01/2027	01/01/2028
Step 1	0-12	$6,845.29	$7,050.65	$7,262.17	$7,480.03
Step 2	13-24	$7,187.37	$7,402.99	$7,625.08	$7,853.83
Step 3	25-36	$7,546.74	$7,773.14	$8,006.34	$8,246.53
Step 4	37-48	$7,923.92	$8,161.64	$8,406.49	$8,658.68
Step 5	49-60	$8,319.62	$8,569.20	$8,826.28	$9,091.07
Step 6	60+	$8,735.59	$8,997.66	$9,267.59	$9,545.62

1A.2 All steps shall be considered twelve (12) calendar months. Upon completion of 12 months, the Deputy shall be advanced to the next pay step. Once placed on the wage scale, the Deputy shall advance to the next pay step after twelve months at the previous step.

A. No Deputy shall suffer a loss of wage based on the new wage scale calculation or placement. In the event that any Deputy would be placed at a lower wage, that Deputy will remain at their current wage step until an increase is provided by a wage step increase.

1A.3 Detective: Detectives shall be compensated at 9.5% above the wage scale outlined in 1A.1 above for patrol deputies while assigned as a Detective.

2A.1 Longevity

Longevity shall be paid on a monthly basis, starting January 1, 2024, after the Deputy completes ten (10) years or one hundred twenty (120) months of commissioned law enforcement service. Lateral Deputies shall be credited with previous commissioned full-time law enforcement service at the time of hire by the Sheriff.

10-15 years - 1%
15-20 years - 2%
20-25 years - 3%
25+- years - 4%

APPENDIX B
UNIFORM INITIAL ISSUE

1B.1 All Field Deputies shall have the following articles of uniform apparel and equipment. All uniform items will be approved and ordered through the uniform Quarter Master system.

Items furnished by CCSO for initial issue:

1. Class A Uniform

   - 1 long sleeve uniform shirt
   - 1 short sleeve uniform shirt
   - 1 uniform pant
   - 1 black uniform necktie
   - Collar brass
   - 1 badge (large badge)
   - 2 name tags

2. Bulletproof protective vest with extra cover

3. Soft Uniform (one of each upon hire, two of each upon completion of the academy, FTO and/or probation)

   - 3* Short sleeve shirts (black polo)
   - 3* Long sleeve shirts (black polo)
   - 3 BDU pants (Vertx OD Green)
   - 3 Under Armor heat gear or equivalent

   * A fourth shirt will be issued upon request for those wearing tactical/load bearing vests shirts may not be standard embroidered polo shirts; they may be otherwise designed to wear under the tactical vests.

4. 1 Nylon gun belt ***OR*** 1 black leather basket weave gun belt including 1 each of:

   - Inner and outer belt holster
   - Duty weapon G-21
   - Magazine holder
   - Magazines
   - Handcuff case (2 singles or 1 double)
   - Handcuffs and keys
   - Chemical spray holder
   - Chemical spray
   - Glove holder

- Winter gloves
- Key keeper
- ASP holder
- ASP
- Belt keepers
- Mag light
- Radio holder

5. Winter gear

   - Rainwear, ¾ or full-length yellow
   - Long underwear (Under Armor cold gear or equivalent product)
   - Baseball hat or approved winter hat
   - Jumpsuit (Winter/heavy weight) (issues upon completion of academy, FTO and/or probation)

6. Gold service stripes, 3/8 x 1 1/4" on left sleeve beginning 1" above cuff, horizontal.

   - Sergeant and Corporal stripes
   - Specialty pins

7. Academy Uniform as required by CJTC

8. 1 pair of Black Danner (Acadia, Stryker or Telson) or equivalent boots.

9. 1 paid of pre-approved lighter weight tactical, athletic trainer or Oxford style shoes (issued upon completion of academy, FTO and/or probation).

APPENDIX C

DEPUTY BILL OF RIGHTS

1C.1 General Procedures

1. It is agreed that the County has the right to discipline, demote and discharge employees for just cause.

2. In an effort to ensure that investigations by the Sheriff or his/her designee are conducted in a manner that is conducive to good order and discipline, the members of the Union shall be entitled to the protection of what shall hereafter be termed as the "Deputy Bill of Rights."

3. Whenever the employer decides to initiate an investigation that may lead to disciplinary action, the employer shall promptly provide the employee written notice of the investigation. Such notice will include a description of the general nature of the complaint unless such notice would endanger the investigation.

4. The employee will be informed in writing not less than forty-eight (48) hours prior to conducting an investigatory interview, that the employee is a subject in an inquiry that may lead to disciplinary action. Further, the employee will be informed of the nature of the investigation and provided a summary of the factual allegation(s) sufficient to reasonably apprise the employee of the nature of the charge. Upon request, the employee shall be afforded the opportunity to consult with an Union representative. Up to two (2) Union representatives (which shall include legal counsel for the Union) may be present at the interview and permitted to participate to the extent allowable by law. The interview may not be unduly delayed awaiting an unavailable Union representative when other Union representatives are available.

5. The employee under such investigation shall be informed of the name of the person in charge of the investigation and the name of questioners, and all other persons to be present during the questioning.

6. The questioning shall be conducted during the regular business hours of the Chelan County Sheriff's Office which is 8:00 a.m. to 5:00 p.m., unless the seriousness of the investigation requires otherwise. If such questioning occurs during off-duty time of the employee being questioned, the employee shall be compensated for such off-duty time in accordance with regular employer procedures.

7. Any questioning session shall be for a reasonable period, taking into consideration the gravity and complexity of the issue being investigated. Persons being questioned shall be allowed to attend to their own personal physical necessities whenever reasonably possible.

8. The employee will be required to answer any questions involving non-criminal matters under investigation and will be afforded all rights and privileges to which she/he is entitled under the collective bargaining agreement, and Sheriff's Office rules and regulations. Prior to any questioning about where the employee is the focus of an administrative investigation, the employee shall be advised of the following:

   A. You are about to be questioned as part of an administrative investigation being conducted by the Chelan County Sheriff's Office. You are hereby ordered to answer the questions that are put to you that relate to your conduct and/or job performance, and to cooperate with this investigation. You are required to answer questions relating to the performance of your official duties or fitness for duties. Your failure to cooperate with this investigation can be the subject of disciplinary action in and of itself, including dismissal. The statements you make or evidence gained as a result of this required cooperation may be used for administrative purposes but will not be used or introduced into evidence in a criminal proceeding.

9. Employees and investigators shall not be subjected to any offensive language, nor shall investigators make promises or threats as an inducement to answer questions.

10. The employer shall not require employees subject to an ongoing discipline investigation to be subjected to visits by the press or news media, nor shall their home address be given to the press or news media without the employee's express consent.

11. The complete questioning of an employee may be recorded by the employer, the employee, and/or the employee's representative. If an audio recording is made of the questioning, upon request, the employee shall be given a copy of any audio recording in which they participated. Audio recordings will be made if the interviewee consents to such recording, in accordance with state law. As an operation of this agreement, all other participants to the interview will be deemed to have already consented to being recorded. There shall be no "off-the-record" questions.

12. It is the Employer's goal that all interviews and investigations be completed without unreasonable delay. In general, the employer shall provide the employee notice that it contemplates issuing disciplinary action within ninety (90) days after it receives the initial complaint about the employee's actions or inactions unless circumstances exist requiring the investigation to take longer. After ninety (90) days have elapsed from the receipt of the initial complaint, the Employer shall notify the employee and the Union of the following facts: (a) when the employer anticipates completing the investigation; (b) a general description of the investigation's status. Subsequently, if the employer realizes that it will not complete the investigation within the time it has specified, the employer shall

notify the employee and the Union of the information required herein.

13. Upon completion of the administrative investigation and the Employer's review of the case, the employee under investigation shall be informed in writing of the results, *i.e.*, whether the complaint was not accepted, exonerated, unfounded, not sustained, sustained or other misconduct found.

14. Employees shall be provided with the opportunity to sign all final documents that have a sustained finding of a policy violation or misconduct prior to being placed into any disciplinary, investigative or other file maintained by the Sheriff's Office or the Employer.

1C.2 When the investigation results in departmental charges being filed

After the investigation is completed and the findings are that the complaint has been sustained or other misconduct found, the employee will be furnished with a copy of the report(s) of the investigation that will contain all known material facts of the matter. The employee shall be advised of the investigation's findings and any future action to be taken on the incident.

1C.3 Use of Lethal Force

When an employee, whether on or off duty, uses lethal force the employee shall not be required to make a written or recorded statement for forty-eight (48) hours after the incident. The employee will be asked, however, to answer questions soliciting information pertaining to officer and/or public safety. Employees involved in the use of lethal force shall be allowed to consult with an Union representative or attorney prior to being required to provide a statement regarding that use of lethal force. The affected employee may waive the requirement to wait forty-eight (48) hours. Nothing in this section, however, shall be construed as authority for compelling an officer to prepare a response. Whether the officer is ordered to prepare a response will depend upon the circumstances of the particular situation, including whether the officer is the subject of a criminal investigation. If a deputy is required to surrender his/her duty weapon, the Sheriff's Office shall immediately supply a replacement weapon to the Deputy absent good cause.

1C.4 Personnel Records

1. The personnel file shall be considered the official record of an employee's service. Employees shall be allowed to review or be provided with a copy of all material in their personnel file, upon request. The employer shall give the employee a copy of discipline-related documents or evaluations that will be placed into his or her personnel file. The employee has a right to attach statements in rebuttal or explanation to those documents. An employee may request to have a written reprimand removed from their file following one (1) year after the incident. Thereafter, the employee may request to have a written reprimand removed from

their file following three (3) years after the incident, which shall not be unreasonably denied. Any reprimand removed from an employee personnel file may be retained by the County in an appropriate archival or legal file. Once the reprimand is removed it will not be relied on for further disciplinary purposes.

2. Employee personnel files will be maintained as confidential records to the full extent allowed by law. Access to the employee's personnel file will be limited to the employee, his/her representative with written authorization, officials of the County and Sheriff's Office, and other persons or agencies as may be allowed under state law.

3. The employer shall disclose information in personnel files in accordance with state law. Prior to disclosing personnel file documents (other than employment verification information) the Employer will give the affected bargaining unit member, notification of the request. If the Employer believes that the document(s) is subject to disclosure, it will notify the employee and provide the employee an opportunity to review the documents that the employer intends to release. The affected bargaining unit member shall have ten (10) working days to provide the Employer any reason for not releasing the requested document(s) and/or to give the employee an opportunity to prevent the release at the expense of the Union or the employee prior to releasing the requested documents. The employee may waive the notice requirement.

4. The Sheriffs' Office shall maintain the personnel file for each bargaining unit member. No secret personnel file will be kept on any bargaining unit member. This does not preclude a supervisor from maintaining notes on a bargaining unit member's job performance or a supervisory working file. For the purposes of this section a "supervisory working file" consists of material relevant to the preparation of the employee's performance evaluation and/or documentation of oral counseling sessions, commendations, training records, or other records related to an employee's performance.

1C.5 <u>Discipline</u>

1. Prior to making a final determination of disciplinary action, a meeting will be conducted between a representative of the Employer and the impacted employee. The Employer will notify the employee in writing of the contemplated discipline and provide the employee with a copy of the completed investigative report.

2. The employee will have a minimum of three (3) working days to review the case. This period may be extended if the employee has legitimate justification for an extension.

3. A conference meeting shall be conducted following the three (3) working day review period, unless an extension has been granted. The employee will be afforded the opportunity to present any mitigating evidence he/she deems

pertinent; the employee may submit the information orally or in writing. The session may be audio-recorded by either party provided the employee consents, in accordance with state law requirements. As an operation of this agreement, all other participants to the interview will be deemed to have already consented to being recorded. Upon request, the employee shall be given a copy of any audio-recording made by the employer. The employee may be represented at the conference by his/her Union representative(s), the total not to exceed two (2) people for the employee.

4. Following a consideration of any additional information provided by the impacted employee, the final determination will be made. The employee will be notified in writing of the final determination and provided with a copy of any additional documents generated through the due process meeting process.

1C.6 BRADY REPORTING

1. The Sheriff's Office has certain responsibilities to identify employees to the Chelan County prosecuting attorney based on Brady v. Maryland, 373 U.S. 83 (1963) and its progeny. If such identification takes place in the absence of an investigation during which the employee is given notice and an opportunity to be heard, or in the absence of findings, or prior to completion of such investigation, or if the Sheriff's Office determines the charge is unfounded or the employee is exonerated, the Sheriff's Office shall not use evidence of the Brady identification to the prosecuting attorney in any disciplinary proceedings involving that employee. Furthermore, in such circumstances the Sheriff's Office shall not use the identification as a basis for denial of promotion. This section shall not apply if an investigating body, following an investigation in which the employee is provided with notice and an opportunity to be heard, makes findings that an employee committed conduct that would warrant identification to the prosecuting attorney under the requirements of Brady.