


SEP 30 2025

Agreement

By and Between

Clallam County

and

Clallam County Deputy Sheriffs Guild

For the Period

September 1, 2025 – December 31, 2027

PATROL DEPUTIES

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AGREEMENT

By and Between

CLALLAM COUNTY

and

Clallam County Deputy Sheriffs Guild

PATROL DEPUTIES

PREAMBLE

This AGREEMENT is made and entered into by and between CLALLAM COUNTY, hereinafter referred to as "County" and the Clallam County Deputy Sheriffs Guild, hereinafter referred to as the "Guild."

The purpose of this Agreement is to comply with all the applicable provisions of RCW 41.56; to assert courteous, efficient, and cost-effective service to the citizens of Clallam County; to promote harmonious relations between the County and Deputy Sheriffs of the Guild; to protect the wellbeing and promote the morale of the Deputy Sheriffs; to establish an equitable format for resolving misunderstandings and disputes; and to establish salaries and benefits, hours of work and other terms and conditions of employment.

ARTICLE 1 – TERM OF AGREEMENT

This AGREEMENT shall supersede all previous agreements signed between the County and the Deputy Sheriffs (to include any agreements executed under prior representation) and be effective as of the date of ratification and shall continue in full force through December 31, 2027.

ARTICLE 2 – RECOGNITION

2.1 The County recognizes the Guild as the sole and exclusive bargaining representative for all full time and regular part-time nonsupervisory Patrol Deputies employed by the Clallam County Sheriff's Office (hereinafter referred to as "employees" in this Agreement) excluding confidential employees, Patrol Sergeant, supervisory patrol officers, nonuniformed employees, employees in other bargaining units, and all other employees.

The County shall limit the number of part-time deputies to three (3) until and unless the County and the Guild have met and discussed a proposed change and bargained over the impacts, if any, of the change.

2.2 In the event, through Clallam County Civil Service Board and/or County action, duties of existing position descriptions are substantially altered so as to eliminate the primary law enforcement responsibilities/essential job functions of the position, negotiations between

the County and the Guild shall commence but not necessarily be concluded prior to the establishment of salaries or filling of any positions so created or altered.

- 2.3 In the event the County assigns a temporary or extra help employee to act in the capacity of a Deputy in order to avoid filling a vacant Guild position, the County will notify the Guild of the anticipated date of return of the employee on leave of absence. The County shall not utilize Reserve Deputy Sheriffs, temporary or extra help employees to reduce the size of the regular work force or prevent the appointment of regular employees.
- 2.4 The parties recognize that the positions of Sheriff, Undersheriff, Inspector, Administrative Assistant, Emergency Service Coordinator, Chief Criminal Deputy, Chief Corrections Deputy, Chief Civil Deputy and Administrative Secretary are not represented by the Guild and are not covered by this Agreement. Any question or dispute to which employees are represented by the Guild or covered by this Agreement, shall be treated as a grievance and disposed of according to the grievance procedure provided within this Agreement or referred to the Public Employment Commission.

2.5 Excluded Positions

Temporary, extra-help, contract, provisional, casual and seasonal employees shall be excluded from the bargaining unit and from coverage under the Teamster health and Welfare Trust. This Agreement shall have no application to reserve deputies or volunteers. Reserve deputies and volunteers may be utilized by the Sheriff only to supplement the existing work force. Work performed by persons in these positions shall not qualify them for health and welfare benefits under Article 12 of this Agreement until and unless the employee becomes a regular employee under the Civil Service Rules applicable to the Sheriff's Office.

2.6 Benefits Pro Rata for Regular Part Time Employees

Covered employees who are regularly scheduled to work less than 80 hours per month shall not receive insurance, holiday, vacation or sick leave benefits provided for in this Agreement. Part-time employees who work 80 or more hours per month shall receive holiday, vacation and sick leave benefits pro rata based upon the average hours worked per week in that month, and shall receive fully paid insurance benefits; provided however, that when a job-share partner works to cover absences of the other partner such hours shall not qualify an employee for benefits under this agreement and the job share partner's benefit entitlement shall be as described in County Uniform Personnel Policy.

ARTICLE 3 – NON-DISCRIMINATION

The parties agree that this Agreement shall be applied equally to all employees in the bargaining unit without discrimination as to age, marital status, race, color, sex, gender, gender identity, genetic information, religion, mental or physical disability as defined and recognized under federal and Washington law (to the extent reasonable accommodation is possible in view of the duties and responsibilities of the position), sexual orientation, national origin, union affiliation or political affiliation. This Article shall be construed consistent with Washington and Federal Law.

ARTICLE 4 – GUILD SECURITY

4.1 Dues Deduction.

The County will provide for payroll deduction of Guild fees upon written authorization by the employee. Payroll deduction authorization cards must be received by the County Human Resources Office by the fifteenth (15th) day of the month to be recognized as effective for that month. The County shall deduct from each paycheck the amount of dues and initiation fees and transmit to the designated representative of the Guild. If an employee is being paid semi-monthly, the deduction will come out of both paychecks equally.

4.2 Indemnification.

The Guild shall indemnify, defend, and hold the County harmless from all suits, actions, proceedings and claims against the County or persons acting on behalf of the County, whether for damages, compensation, reinstatement or any combination thereof arising from the sole application of this Article of this Agreement. In the event that any part of Article 4 shall be declared invalid or that all or any portion of the monthly service fee must be refunded to any non-member, the Guild and its members shall be solely responsible for such reimbursement. The parties will cooperate in making appropriate adjustments called for in the event error is discovered.

4.3 Duty to Bargain.

The County shall provide fifteen (15) calendar days' notice for a proposed change to a mandatory subject of bargaining or to a change in policy, procedure or practice that will impact a mandatory subject of bargaining. The Guild will have then fifteen (15) calendar days to request to bargain any such changes. Such request shall be made in accordance with Article 5.9. Any decisions relating to safety equipment shall be at the sole discretion of the Sheriff. The County will bargain the impact of any change to working conditions resulting from a decision relating to safety equipment

ARTICLE 5 – REPRESENTATION ACTIVITY

5.1 Conducting Guild Business.

No Guild member, officer, representative or agent shall conduct any Guild business during working hours, except as provided herein.

5.2 Adjusting Grievances.

Upon prior notification to the Sheriff or designee by the Guild, the County shall afford a recognized representative an opportunity to adjust grievances and attend interviews covered under this Agreement in Articles 7, 15, 18, and in accordance with applicable Clallam County Sheriff Office Policy(ies)

5.3 Guild Communications.

Guild officers may transmit messages and information on County premises when off-duty, or on duty with permission when the message has been reduced to writing, or is of such a routine nature that it can be communicated without interference with County business or the employees' work.

5.4 Guild Expenses.

Except as provided above or with the prior authorization of a supervisor, Guild activities shall not result in cost to the County.

5.5 Attendance at Negotiations.

If negotiations sessions are held during regularly scheduled work hours of designated members of the bargaining team, not more than three (3) Guild members may participate in negotiation meetings without loss of pay while on duty. Participation in negotiations shall be subject to call to duty and shall not result in overtime pay for any member(s) attending negotiations.

5.6 Notice of Guild Officers.

The Guild shall inform the County in writing of the identity of Guild officers, periodically and as necessary to keep the County informed of their identity. The County shall recognize only the officers so identified.

5.7 Copies of Labor Agreement.

The Guild shall provide each employee in the bargaining unit with a copy of this Agreement.

5.8 Employment List.

Every January the County shall furnish the Guild a list of each employee covered by this contract stating the following: date of hire, adjusted hire date and current salary.

5.9 Notice to Parties.

Whenever this agreement requires notice to the Guild, the County shall email notice to the Guild President and Guild Attorney. Notice to the County shall be made to the Sheriff and County Administrator, or their designee(s).

5.10 Bulletin Board.

The County shall provide space for two bulletin boards which may be used by the Guild (one in Port Angeles and one at the West End).

ARTICLE 6 – MANAGEMENT RIGHTS

6.1 Management Prerogatives.

Subject to the terms of this Agreement, it is understood and agreed that the Sheriff possesses the sole right to operate the Department in accordance with the Clallam County Charter and consistent with Clallam County Administrative Policies, whether heretofore or hereafter exercised and regardless of the frequency or infrequency of their exercise. It is expressly recognized that such rights include, but are not limited to the following:

- A. To determine the Department's mission, policies, and set forth all standards of service offered the public.
- B. To plan, direct, control and determine the operations or services to be conducted by the employees.
- C. To utilize personnel, methods, and means in the most appropriate and efficient manner possible.
- D. To manage and direct the employees of the Sheriff's Office.
- E. To hire, promote, transfer, train, evaluate performance and retain employees in positions of the Sheriff's Office.
- F. To establish work rules and rules of conduct.
- G. To suspend, demote, discharge or take other appropriate disciplinary action against employees.
- H. To determine the size and composition of the workforce and to lay off employees in the event of lack of work funds.
- I. To regulate or change shifts, workdays, hours of work, workweek, work locations, and assign all work duties.

6.2 Effect of County Policy and Civil Service Rules.

It is recognized and understood by the County that the above management rights shall be exercised subject to the provision of Chapter 41.14 RCW, "Civil Service for Sheriff's Office." This Agreement shall control in the event of a conflict between this Agreement and the Clallam County Civil Service Rules.

6.3 Changes.

All matters not specifically treated by the language of this Agreement may be administered for its duration by the Sheriff in accordance with such policy and procedures as the Sheriff may determine, but does not preclude the Guild from seeking review of the exercise of these rights in a particular case in discussion with the Sheriff, or

his designee. This clause shall not operate as a waiver of the Guild right to demand to bargain over a change in a mandatory subject of bargaining provided for herein.

ARTICLE 7 – DISCIPLINARY PROCEDURES

- 7.1 All discipline for non-probationary employees covered under this Agreement shall be for just cause. All issues of discipline shall be governed by this Article exclusively, and Civil Service rules shall not apply. Any allegation of a violation of this Article shall be resolved under the Grievance Procedure provided for by this contract.

Verbal Reprimand (documented), Written Reprimand, Suspension Without Pay, Demotion, or Termination will be considered disciplinary actions. The severity of disciplinary action depends on the nature of the offense and an employee's work record and may range from verbal reprimands to termination.

- 7.2 In the event of discipline (excluding verbal and written reprimands) is contemplated, the employer will provide the employee with written notice of the allegations against the employee, the facts upon which the allegations are based, and the degree and discipline being considered, prior to the imposition of disciplinary action. Suspension from duty with pay pending the imposition of discipline shall not be deemed discipline.
- 7.3 After providing an employee with such notice, the employer shall afford the employee an opportunity to respond, verbally and/or in writing. In any pre-disciplinary meeting between the employee and the employer about matters which may result in discipline of suspension, demotion and/or termination, the employee shall have the right to the presence of a Guild shop steward or Guild representative, provided however that any Guild representative or shop steward selected must be capable of responding and attending within a reasonable period of time. Once a Guild representative is requested, further questioning and/or discussion concerning contemplated discipline will not be initiated by the employer. The County will provide an employee who is the subject of an investigation and the Guild seventy-two (72) hours' notice that the County intends to interview the employee. Such meetings and questioning shall occur during normal County business hours or the employee's normal work shift, unless otherwise agreed. Such meetings and/or discussions shall occur in a reasonably private location and shall not be unreasonably long. The parties shall be entitled to take intermissions for the purpose of attending to personal necessities, meals, telephone calls and rest periods.

Employees who are the subject of criminal or potential criminal investigations will receive appropriate Garrity statements so that they are aware they are being ordered to answer as part of the internal criminal investigation. If an employee requests a Garrity statement to be read, the Sheriff's Office will comply.

- 7.4 Employees shall not be required to submit to a polygraph examination as a condition of continued employment. This section shall not be construed as a prohibition barring an employee from volunteering to do so.
- 7.5 Verbal or written reprimands are appealable only through Step 2 of the grievance procedure. Documented coaching, counseling, and/or corrective action are not

considered formal discipline and therefore shall not be placed into the employee's personnel file but may be referenced in conjunction with an annual evaluation or formal discipline process warranting more severe discipline. After thirty-six (36) months free of counseling or discipline related to the employee's job performance, conduct or attendance, any previous documented coaching, counseling, and/or corrective action will not be considered for progressive disciplinary purposes.

7.6 Use of Deadly Force Investigations

Employees involved in the use of deadly force investigations shall be advised of their rights to and shall be allowed to consult with a Guild representative and the Deputy's designated attorney prior to being required to give an oral or written statement about the use of force. Such right to consult with a Guild representative shall not unduly delay the giving of a statement immediately following an event, including a "walk through" interview designed and intended to enable a thorough and efficient processing of the scene for evidence and detailed interviews of all other witnesses. The investigation will be conducted with due regard to and sensitivity for the deputy's emotional state following the traumatic incident, and investigators will ensure that formal interview statements or written reports from deputies directly involved in the use of deadly force are obtained at a time when the deputy concerned has confidence in his ability to process and recall. Nothing in this article, however, shall be construed as compelling a deputy to provide a statement or prepare a response. Whether the deputy is ordered to do so will depend upon the circumstances of the particular situation, including whether the deputy is the subject of a criminal investigation, and whether the deputy has requested a *Garrity* waiver. No deputy shall be compelled to give a statement about a use of deadly force unless the deputy is allowed to watch body camera and in-car camera footage.

7.7 Critical Incident Leave

An employee who is involved in a use of force or other critical incident and the employee is taken out of work, any such leave shall be described as critical incident leave.

ARTICLE 8 – GRIEVANCE AND ARBITRATION

8.1 Purpose.

The County and Guild recognize the importance of settling grievances promptly and fairly in the interest of continued good employee relations and morale and to this end the following procedure is outlined. To accomplish this goal, every effort will be made to settle grievances at the lowest possible level of supervision. Employees will be unimpeded and free from restraint, interference, coercion, discrimination or reprisal in seeking adjudication of their grievances in good faith. There shall be no suspension of work or impediment in the operation of the County during the grievance process.

The procedure set forth in this Article shall be the sole procedure to be utilized in processing a grievance. An employee may elect to disclaim the grievance process and proceed as an individual under appeal procedures set forth in the County's Uniform

Personnel Rules. The procedure set forth in this Article is the exclusive method to resolve any dispute arising from the imposition of discipline.

8.2 Definitions.

A. Grievance.

A grievance is an issue initially raised by an employee relating to the rights, responsibilities, benefits or conditions of employment specified by this Agreement, and which relates to the application, meaning or interpretation of this Agreement. In no event shall this contract be interpreted as conferring an arbitrable right related to:

1. Work assignments, unless the complaint arises out of an allegation that the employee was required to work in violation of applicable sections of this Agreement.
2. Work performance evaluations.
3. Impasses in collective bargaining.
4. Grievances filed after fourteen (14) calendar days from date of occurrence, or after fourteen (14) calendar days from the date the employee had knowledge of an occurrence. An employee may file a grievance by email, provided the email contains an attached grievance form as set forth in Section 8.3.B, Step 1, below.

B. Employee.

Any employee classified as a Deputy in the Clallam County Civil Service System.

C. Immediate Supervisor.

The person who assigns, reviews, or directs the work of an employee.

D. Representative.

A person who appears on behalf of the Guild.

8.3 Procedure.

A. Informal Grievance Disposition.

Within fourteen (14) calendar days from the occurrence of the incident on which a complaint is based, or within fourteen (14) calendar days from the employee's knowledge of the occurrence, the employee will promptly meet to discuss the complaint with his/her immediate supervisor. In those circumstances where the nature of the complaint involves the immediate supervisor, the employee may verbally discuss the complaint with the next higher level of supervision, provided

notification is given the immediate supervisor by the employee. Such initial discussion shall precede the use of the formal grievance procedure. If the supervisor fails to reply to the employee within fourteen (14) calendar days of the meeting, or if the employee is not satisfied with the decision, the employee may utilize the formal grievance procedure.

B. Formal Grievance Procedure.

The following steps shall be pursued in resolving any grievance:

Step 1. The grievance procedure shall be initiated by the employee, stating the nature of the grievance, the alleged violation of the contract by article and paragraph number, and the desired solution, in writing on the Guild grievance form, together with any supporting documents attached to the grievance form.

The grievance form and supporting documents shall be delivered to the Chief Criminal Deputy no later than fourteen (14) calendar days from the date of the close of the informal meeting. The Chief Criminal Deputy shall review the grievance documents to verify that the Guild grievance states a proper grievance under this Agreement. The grievance documents shall be forwarded to the division head for a thorough investigation. The division head shall review and investigate the grievance. The division head shall hold a formal meeting with the employee to review the facts, gather any additional supporting documents, discuss the complaint and desired solution, and discuss the proper appeal procedure. The division head shall ensure that the grievance file contains all relevant documentation and shall forward it to the Chief Criminal Deputy with a statement of the issues and a recommendation. The Chief Criminal Deputy shall verify that the division head has thoroughly investigated the grievance and issued a recommendation. If the Chief Criminal Deputy disagrees with the division head's recommendation, the Chief Criminal Deputy shall investigate further, take action to clarify facts, document the findings, and issue a recommendation as appropriate. The Chief Criminal Deputy shall forward the grievance file to the Undersheriff within fourteen (14) calendar days of receipt of the grievance file from the Guild. The Undersheriff shall review the grievance file and cause further investigation of the facts to occur if necessary. The Undersheriff will issue a written decision on the original grievance form within fourteen (14) calendar days of receipt of the grievance file from the Chief Criminal Deputy.

Step 2. If the employee feels the Undersheriff has not resolved the grievance, the employee may appeal to the Sheriff within fourteen (14) calendar days. At this time, all supporting documents and evidence relative to the grievance shall be included with the appeal. The Sheriff shall hold a formal meeting with the employee and his/her representative, if requested, within fourteen (14) calendar days of the date of the appeal receipt and attempt to settle the grievance.

The Sheriff shall issue a written decision on the appeal within fourteen (14) calendar days of the date of the formal meeting.

Step 3. Within fourteen (14) calendar days of the Sheriff's decision, the Guild may submit the matter to binding arbitration. The parties contemplate that this time will be spent to obtain a legal analysis and for the parties' attorneys to exchange views concerning the merits of the grievance and settlement alternatives. After the matter has been so submitted, the parties or representatives may agree upon an arbitrator, or may jointly request from FMCS or PERC a list of names of eleven (11) Washington and Oregon arbitrators. The parties may select an arbitrator from the list by mutual agreement or shall alternatively strike names from the list until one name remains. For disciplinary matters, the parties shall follow state law in the selection of an arbitrator.

The arbitrator's decision shall be final and binding upon both parties, but the arbitrator shall have no power to alter, amend or change in any way the terms of this Agreement or to impose on either party a limitation or obligation which is inconsistent with this Agreement. The arbitrator shall be requested to issue the decision within thirty (30) calendar days after conclusion of the proceedings, unless the parties otherwise agree to a different time period within which the arbitrator is to issue a decision.

Expenses for arbitrator's services in the proceedings shall be borne equally by the County and the Guild. However, each party shall be responsible for any other expenses incurred. Each party shall pay its own attorney fees incurred in connection with arbitration.

8.4 Time Periods.

The time limits expressed herein are of the essence of this Agreement. The time period specified in this Article may be extended or modified by mutual consent. Any modification of time limits must be agreed to in writing. If the County fails to meet or answer any grievance within the time limits prescribed for such action by this Article, the grievance may be advanced to the next step by the Guild. Failure by the Guild to submit or advance a grievance in accordance with the time limits specified, without such a waiver, shall constitute abandonment of the grievance.

8.5 Probationary Employees.

Newly hired (probationary employees) serve at the pleasure of the employer throughout the probationary process and may not grieve any term or condition of their employment status during the probationary period.

8.6 Rights and Restrictions.

- A. A party to the grievance shall have the right to record a formal grievance meeting at the expense of the requesting party.
- B. Nothing within this grievance procedure shall be construed as limiting the right of management to manage the affairs of the Sheriff's Office.

- C. Grievances of an identical nature, involving an alleged violation of the same Article, may be consolidated, provided the issue is the same.
- D. A communication between a member of the Guild and the recognized Guild representative designated to represent the employee regarding a potential or actual employee grievance will be confidential in the context of the discipline and grievance resolution process.
- E. The Guild, as an organization, may file a grievance alleging that the County has violated specific rights afforded the organization in the Agreement. Such grievance shall be filed at Step 1 and shall be bound by the time limitations and procedures set forth in the grievance procedure.

ARTICLE 9 – STRIKES AND LOCKOUTS PROHIBITED

9.1 Prohibited Conduct.

Employees in the bargaining unit, while acting in the course of their employment, shall not honor any picket line established in the County by any labor organization when called upon to cross such picket line in the line of duty, or initiate, cause, permit, or participate or join in any strike, work stoppage or slowdown, picketing, or any other restriction of work at any location. Disciplinary action, including discharge, may be taken by the County against any employee engaged in a violation of this Article. Such disciplinary action may be undertaken at the option of the County and shall not preclude or restrict recourse to any other remedies, including an action for damages, which may be available to the County. Exercise of any such rights by an off-duty employee shall be in the employee's individual capacity and not in uniform.

9.2 Guild Enforcement Duty.

In the event of a strike, work stoppage, slowdown, picketing, observance of a picket line or other restriction of work in any form, either on the basis of individual choice or collective employee conduct, in violation of this Article, the Guild will, within one (1) hour of notification by the County, attempt to secure an orderly return to work within two (2) hours of such notification. This obligation(s) set forth in paragraph A above shall not be affected or limited by the subject matter involved in the dispute giving rise to the stoppage or by whether such subject matter is or is not subject to the grievance and arbitration provisions of this Agreement.

9.3 Benefits and Wages.

It is understood that the employee shall not be entitled to any benefits or wages while the employee is engaged in a strike, work stoppage or other interruption of work.

9.4 Lockout.

The employer agrees not to lock out any individual during the term of this Agreement, for any reason except for purposes of discipline, which shall then be subject to Article 7, Grievance Procedure.

9.5 Violation, Interpretation or Application.

A violation of this Article or any disagreement as to the interpretation or application of this Article may immediately be subject to the arbitration Step 3 of the grievance procedures as described in Article 8 of this collective bargaining agreement or may be pursued in an action before the Superior Court of the State of Washington.

ARTICLE 10 – PERSONNEL RECORDS

The County and Guild recognize that effective management requires the maintenance of records regarding an employee's career development. These records shall accompany an employee through succeeding management administrations. To ensure that the doctrine of fairness is applied with respect to these records, the following procedure will be adhered to:

- A. Whenever any paper is entered into an employee's personnel file, a copy of same shall be provided to the employee.
- B. In the case of any paper which reflects unfavorably upon an employee, the employee shall be allowed an opportunity to respond to the content of the paper, in writing, and the employee response shall be included in the personnel file.
- C. Each employee shall be allowed access to their personnel file for review of its contents at reasonable times and upon reasonable notice.
- D. The Sheriff shall ensure that only persons with a legitimate reason for access, and the employee, have access to the employee's personnel file. The confidentiality of personnel records is acknowledged.

ARTICLE 11 – HOURS OF WORK, OVERTIME

11.1 Hours of Work and Shift – General

11.1.1 Workweek

The normal workweek shall consist of five (5) consecutive eight-hour days with two (2) consecutive days off, or four (4) consecutive ten-hour days with three (3) consecutive days off, or four (4) consecutive eleven-hour days with four (4) consecutive days off, with the determination of assignment by the Sheriff or his designee. Regularly scheduled workweeks which require split workdays, split work shifts, a split workweek, or other alternative work schedules and/or work shifts may be utilized by mutual agreement of the Sheriff's designee and the affected employee.

Deputies are permitted to flex their shift forward or backward by up to two (2) hours in lieu of overtime upon approval of their shift supervisor.

Employees whose duties do not require continued availability for emergency response shall take an unpaid meal. Hours of work of employees required to remain subject to call include a paid thirty (30) minute meal period and two (2) fifteen (15) minute rest periods to be scheduled per past practice.

11.1.2 Shift Adjustments

Any change in an employee's scheduled days of work, or days off, will require a minimum of seven (7) calendar days' notice, unless mutually agreed to; provided however that the Sheriff or designee may change any deputy to and from day shift/Monday through Friday hours without additional cost or penalty under this Agreement for reasons related to administrative or critical incident leave and deputy availability while on such leave, or to work offered as an accommodation or as L & I light duty. For purposes of training, approval of a deputy request may be conditioned on a change to day shift hours for days that coincide with the training and travel without seven (7) calendar days' notice. Unless permitted by this Agreement or mutually agreed, mandated changes of less than seven (7) calendar days' notice shall result in wage compensation for the hours worked outside of the employee's regularly scheduled shift at the overtime rate instead of the straight time rate. The Sheriff may vary starting and ending times on a previously scheduled workday by mutual agreement of deputies and supervisors to accommodate the needs of fellow employees and/or the Sheriff's Office.

At any time an employee and supervisor may agree to change the employee's scheduled hours from a 4-10 to 5-8 work week to accommodate scheduling needs and court requirements.

Regular part-time employees may be assigned and scheduled by the County without regard to hours of work or shift or schedule restrictions set forth in this Agreement. Part-time deputies shall be assigned hours of work in accordance with Department needs. Part-time employees generally will be offered work for at least eighty (80) hours per month and shall receive seniority and other benefits pro rata based on the regularly and routinely scheduled hours worked per month. Part-time employees shall be available to accept work assignments up to forty (40) hours per week as needed. The scheduling of part-time employees shall not reduce or diminish the regularly scheduled hours of work or shifts of regular full-time deputies. In the event the Sheriff elects to employ part-time deputies, the County will bargain concerning dues, representation by the Guild and other impacts which the parties may identify at the time.

- A. Regularly scheduled work weeks which require split workdays, split work shifts, a split workweek, or other alternative work schedules and/or work shifts may be utilized by mutual agreement of the Sheriff's designee and the affected employee.

11.3 Hours of Work and Shift – 4-11 Work Schedule

11.3.1 Change to Schedule to a New Team

Seven (7) calendar days advance notice will be provided to changes to an employee's established schedule. Deputies required to move from one patrol team to the other shall have two (2) consecutive calendar days off between schedule changes. Other rotations may be scheduled upon mutual agreement with the affected Deputy and the Sheriff's Office.

11.3.2 Emergent Shift Adjustments

Seven (7) calendar days advance notice will be provided to changes to an employee's established schedule, unless an emergent situation requiring a reallocation of personnel exists or a reassignment of personnel due to bereavement, illness, injury, any other qualifying disability, suspension, resignation, or termination of commissioned personnel when less than fourteen (14) calendar days' notice occurs. In such cases, attempts will be made to assign hours of coverage that directly correspond with a Deputy's current schedule.

11.3.3 Mandatory Training Days

Deputies working the 4/11 patrol schedule will complete at least 67 hours of training throughout the year in addition to their regularly scheduled workdays.

These training days will be assigned based on the agency's needs. These days will be scheduled no later than 7 calendar days in advance, are considered part of the employee's regularly scheduled work week during the weeks they occur, will be paid at the regular pay scale, and shall not be included in the calculations of a Deputy's work week for purposes of overtime.

11.3.4 Change of Schedule for Training

A Deputy who has been assigned to attend training for four (4) or more calendar days may at the discretion of the department, be rotated from their current schedule to their training schedule by receiving two (2) full calendar days off prior to and immediately returning from training unless an alternative work schedule is mutually agreed upon.

11.4 Overtime.

11.4.1 4-10 and 5-8 Work Schedule

Wages shall be paid at the overtime rate as required by the Fair Labor Standards Act and Washington law. As a general rule, any work performed in excess of forty (40) hours per week shall be paid at the rate of time and one half (1-1/2) the regular rate of pay, or paid in the form of compensatory time off in accordance with the compensatory time provisions of this article. All overtime shall be authorized by the employee's supervisor and approved by the Sheriff's designee.

Notwithstanding the foregoing, hours worked in responding to emergency call-outs from an off-duty status shall be paid at the overtime rate of pay; any deviation from a deputy's regular and scheduled shift hours directed by a supervisor shall be paid at the overtime rate; and, all self-initiated time worked related to police community caretaker, public safety and priority enforcement actions shall be paid at the overtime rate.

2080 hours is to be used for purposes of calculating overtime.

11.4.2 4-11 Work Schedule

All work performed by Deputies in excess of their regularly scheduled shift or in excess of 44 hours in the same work week shall be compensated at the overtime rate. Any time worked on a scheduled day off shall be compensated at the overtime rate excluding the training days as previously identified.

Wages shall be paid at the rate of time and one half (1-1/2) the regular rate of pay, or paid in the form of compensatory time off in accordance with the compensatory time provisions of this article. All overtime shall be authorized by the employee's supervisor and approved by the Sheriff's designee.

Notwithstanding the foregoing, hours worked in responding to emergency call-outs from an off-duty status shall be paid at the overtime rate of pay; any deviation from a deputy's regular and scheduled shift hours directed by a supervisor shall be paid at the overtime rate.

11.5 Compensatory Time.

Employees may elect to accrue compensatory time in lieu of payment at the overtime rate of one and one-half hours for each overtime hour worked up to one hundred fifty (150) which accrual shall be at the overtime rate. Once an employee makes this election the time accrued may thereafter be taken as compensatory time off or the value shall be contributed to the employee's HRA VEBA account as hereinafter specified and shall not be available for cash payment. The County shall contribute the value of the employee's compensatory time if any such accrual exists during December, and each year thereafter into the employee's HRA VEBA account. As provided by law, compensatory time value shall not be available to employees as a cash payment.

Use of compensatory time off shall be by mutual agreement with the Sheriff or designee and may be utilized in increments of one (1) hour. It shall be taken at times which do not cause disruption, hardship, or otherwise avoidable overtime expense. The scheduling of compensatory time off shall be made by the mutual agreement of the employee and his/her immediate supervisor and a denial shall not be grievable. In the event the Employee and the Sheriff or Designee cannot reach mutual agreement on the use of compensatory time and the employee does not accept denial and invokes the FLSA claiming an entitlement to use of comp time on a particular day, the Sheriff may cash out accrued comp time at the current rate of pay by payment of the full cash value as a contribution into the employee's HRA account.

11.6 Flex-Time.

With the mutual agreement of an employee and his/her immediate supervisor, an employee who works overtime may adjust scheduled shift hours remaining within the workweek and not receive overtime payments for the hours worked beyond the regular shift. The adjustment of shifts due to flex time will not obligate the employer to additional compensation in any form. For purposes of flex time administration and compensation the parties elect a rolling FLSA 7k twenty-eight (28) day work period. If work time is flexed it shall be flexed within the workweek in which the overtime is worked or the following workweek, and not otherwise, and shall be scheduled and

approved by a supervisor within seventy-two (72) hours of the end of shift when the overtime is worked, and the flex time (overtime worked and flexed off) and approval of the time off shall be noted and initialed by the employee and supervisor on the payroll worksheet.

11.7 Shift Assignment.

Setting employee shift assignments are a management right as described in Article 6 of this Agreement. In fixing the work schedules, Sheriff's supervisors may consider factors including but not limited to operational and department needs, the employee's request and seniority, and shift assignments/rotations on the same and on other shifts during past rotations. This provision is always subject to the Sheriff's management right and responsibility to protect public safety, and to ensure effective and efficient operating needs of the Clallam County Sheriff's Office and individual development and training of personnel.

11.8 Shift Trades.

Employees in the same classification who have successfully completed FTO training and/or who have been released as qualified to work independently without direct supervision in a solo status may trade shifts with written approval from the affected shift supervisor(s) prior to the trade using a Sheriff's Office shift trade form.

Shift trades are not an entitlement and may be denied in the supervisor's discretion. Both employees' records of hours of work shall be maintained as if each employee worked the regular hours assigned, and shall be paid accordingly; however, the date and hours traded shall be reflected in an explanatory note in the pay and time record which accurately reflects the fact of the trade including the date and hours worked or taken off as the case may be.

Trades are at the sole option of the employees who shall be solely responsible to reciprocate the trade.

11.9 End of Shift Rest Minimum.

The Sheriff or a supervisor may direct time off following an overtime commitment where the employee has not had a minimum number of hours off between the ending time of the overtime commitment and start time of the next shift. Time off will reduce the employee's accrued leave.

Minimum number of hours, depending on the employee's regularly scheduled work week:

4-10 or 5-8 work week: 6 hours minimum end of shift rest period

4-11 work week: 8 hours minimum end of shift rest period

11.10 Area Changes.

If the employer changes an employee's assigned work location, requiring a change in the employee's duty station, any travel time created by this change will be considered hours worked and compensated accordingly. For purposes of this article, the following work locations are recognized:

- A. West End
- B. Central/East

This section does not apply to training or travel to a training location.

11.11 On-Call.

On-call designations shall be made for increments of twenty-four (24) hours beginning and ending at the start time of the scheduled shift. Employees who are designated to be on-call by the Sheriff or his designee shall be paid as follows:

On-call time on a workday for the off duty hours spent on-call shall be compensated by payment of one (1) hour's pay at the straight time rate; three (3) hours of straight time wage shall be paid for remaining in on-call status on a scheduled day off.

"On-call" means that the employee is placed and directed on an on-call status by the Sheriff or the Sheriff's designee. An employee in an on-call status must remain fit for duty response and available to respond within a reasonable time, generally thirty (30) minutes from any location within Clallam County. Employees in on-call status must remain in the County and be available for contact by pager, cell phone, and/or a radio. Requirement to carry a cell phone, pager or radio and respond to calls is not "on-call" status when the above restrictions are not applicable. A deputy in on-call status shall, as part of the on-call requirement and compensation, use an assigned emergency response vehicle for the convenience of the County during periods of on-call status whenever the deputy's personal activities would extend the emergency response time. On-call is paid in addition to the call back minimum stated in Article 13.

11.12 Stand-by.

When an employee is required to stand by the office, home, or a remote location and remain available for immediate activation to duty response under circumstances which preclude the employee from engaging in ordinary activities and personal pursuits, the time spent shall be compensated at the regular rate of pay.

11.13 If the Central or East Areas are not staffed between the hours of 0300 hrs to 0700 hrs, all parties agree any expectation of immediate activation to duty response for calls for service during this period is considered stand-by time.

11.13.1 The Guild agrees to accept compensation for the coverage of these hours as follows:

- a. Night shift will cover 0300 hrs to 0500 hrs,

- b. Day shift will cover 0500 hrs to 0700 hrs.
- c. Each deputy placed on stand-by status will be compensated for one (1) hour of straight time for their respective two (2) hr stand-by period, as set forth in paragraph 3.a and 3.b, above.
- d.

11.14 All mandatory call-out minimums and/or overtime rates shall apply and be paid in accordance with the current CBA, whichever is greater.

11.15 Nothing herein limits the ability of the County to determine when overtime is necessary or assigned.

ARTICLE 12 – EMPLOYEE BENEFITS

12.1 Patrol Deputy Holidays.

Effective January 1, 2026 *(the County will maintain holiday pay practices in existence as of the date of ratification through December 31, 2025).*

- A. Employees who regularly work patrol on holidays shall be paid two and one-half times (2.5x) for all hours worked on the holiday
- B. New employees shall accrue but not receive holiday credit until completion of the Training Academy and the FTO Training program. The employee shall receive prorated holiday for the rest of the year upon completion of the Training Academy and the FTO training program. Employees will be granted those holidays recognized by the Criminal Justice Training Commission (CJTC) as allowed under this contract while attending the training academy as time off with pay. The employee’s holiday credit will be adjusted appropriately to reflect this.

12.2 Recognized Holidays.

All employees who work a special assignment as defined and directed by the Sheriff, court detail, or who are not required to regularly work calendar holidays shall be granted time off with pay to observe the following holidays::

<u>Event</u>	<u>Date Observed*</u>
New Year’s Day	January 1
Martin Luther King’s Birthday	3rd Monday in January
Presidents’ Day	3rd Monday in February
Memorial Day	Last Monday of May
Juneteenth Day	June 19th
Independence Day	July 4
Labor Day	First Monday in September
Veterans Day	November 11
Thanksgiving Day	4th Thursday in November
Day following Thanksgiving Day	4th Friday in November
Christmas Day	December 25

Effective January 1, 2026: Forty-four (44) hours Floating Holidays at employee's option

When one of the holidays provided for in this Article 11.2 falls on a Saturday, the preceding Friday shall be observed, and when one of the holidays falls on a Sunday, those employees shall observe the holiday on the following Monday.

In the event of a call back, an employee who is scheduled to take a holiday off will be paid, in addition to holiday pay, an additional half-for hours worked on that holiday (or a total of two and one-half times (2.5x) their straight time hourly rate). Call-back pay shall not apply.

12.3 Floating Holidays.

Time off for a floating holiday shall be selected at the option of the employee with at least one calendar week's prior notice and may be granted, approved or disallowed case by case by the shift supervisor based on operational need. Floating holidays shall be taken in the same increments as vacation, provided however that a holiday hours balance of less than an entire shift may be used in any amount of hours to extend any approved vacation or other authorized time off.

12.4 Vacations.

Vacations shall be allowed with pay to each employee as follows:

<u>Months of County Service</u>	<u>Earned Working Hours Per Month</u>
0 through 48	11
49 through 108	12
109 through 168	13
169 through 204	15
Over 204	16.666

- A. Employees shall request their vacation time by the end of March of each year, and if in the opinion of the supervisor too many employees request the same time, seniority shall prevail. Seniority for vacation selection shall mean the adjusted date of hire in the classified service in the classification currently held by the employee. Any requests received by the shift supervisor, after the last day of March will be approved on a first-come, first-serve basis. For part-time employees who accrue benefits, seniority shall be prorated based on hours worked.
- B. Vacation time shall be by mutual agreement between the employee and the supervisor. Vacations may be taken at any time during the year, with operational requirements being the determining factor. Employees may split their vacation into as many parts as is mutually agreed to between the employee and supervisor. In the event scheduled vacation is canceled during the last calendar quarter due to operational need which causes the employee's balance to exceed the maximum on

December 31, the employee shall have the opportunity to use the excess balance during the first calendar quarter of the subsequent year.

- C. The vacation leave cap shall be 480 hours in order to match the allowance in County personnel policy which applies to non-represented exempt employees; provided, however, that in no event shall the County pay value for such hours except as stated in this collective bargaining agreement.

Upon separation from employment, an employee may elect to:

1. take vacation accrual in excess of four hundred hours (e.g.: up to an additional eighty (80) hours) as vacation leave with pay ending on the last day of employment;
2. receive the full value of the employee's vacation balance as part of final month compensation up to and not in excess of four hundred (400) hours;
3. direct payment of such amount into one or more of the retirement plans as permitted by law and the retirement plan terms;
4. apply accrued vacation up to four hundred (400) hours as vacation leave with such paid leave ending on the employee's last day of employment;
5. and/or any combination of the foregoing which does not result in an increased County cost or employee benefit.

- D. New employees will receive vacation credit from the date of hire, will begin to accrue vacation, and will become eligible to take vacation only upon approved and satisfactory completion of the police academy and the FTO program, provided that in extraordinary circumstances approved by the Sheriff as warranting an exception in the Sheriff's discretion case by case and on a non-precedent setting basis, vacation use may be approved at any time. Vacation accruals earned during an employee's probationary period shall have no cash value and shall not be subject to payment of any value upon termination following failure to satisfactorily complete probation during the initial probation period and any extension thereof.

- E. In the event of employee death, the County shall pay the full value of the deceased employee's vacation balance in the manner hereinafter provided pertaining to sick leave.

12.5 Sick Leave.

- A. Accrual and Use.

Sick leave benefits shall be accrued and taken in accordance with the County practice as set forth in the Personnel Policies and Procedures and in Initiative 1433 (including applicable RCWs and WACs). Sick leave is intended for use

when for permissible reasons an employee is unable to attend work. Misuse or abuse of the benefit may be deemed theft or misrepresentation and shall constitute cause sufficient for appropriate discipline. Sick leave is not a benefit which may be used by the employee as paid time off (that is, as a vacation benefit), paid as cash except as explicitly provided for in this Agreement, or regarded as a benefit that the employee is entitled to use for any purpose not described as a proper use of sick leave.

Employees are expected to attend work reliably and regularly, and the ability to do so is an essential job qualification and function.

B. Reports and Verification.

Deputies shall report illness or injury to the immediate supervisor or the Sheriff or designee. Verification by a health care provider may be obtained in accordance with the County's Personnel Policies and Procedures.

C. Sick Leave Cash Out.

County sick leave cash out policies shall not apply to any bargaining unit employee. In lieu thereof, the following shall control:

1. Upon line-of-duty death, the County will pay the value of the employee's sick leave bank, as appropriate, (a) to the employee's spouse, dependent or next-of-kin identified in an election form on file with the County Human Resources Department; or (b) to the employee's estate. Upon claim closure and award of a job related disability, or in the event an employee's off-duty injury or serious health condition which is medically determined to be a job disqualifying disability by the County based on proper medical opinion under FMLA certification standards, the County shall pay the value of the employee's sick leave bank (computed as hours accrued times (x) the employee's base wage rate) as a contribution to the employee's Section 457 Plan.
2. In the event an employee retires with fifteen (15) or more years of service having attained age 53, the County will contribute to the employee's Section 401(a) or 457 retirement account established under Article 13.6 of this Agreement, an amount computed as follows:
 - a) With fifteen (15) years of Clallam County Sheriff's Office service, the value of one (1) hour for every four (4) hours of sick leave accrual valued at the employee's regular rate of pay as defined for FLSA purposes, up to and not in excess of the value of four hundred and eighty (480) hours of pay;
 - b) With twenty (20) years of Clallam County Sheriff's Office service, the value of one (1) hour for every three (3) hours of sick leave accrual valued at the employee's regular rate of pay as defined for FLSA purposes, up to

and not in excess of the value of four hundred and eighty (480) hours of pay;

- c) With twenty-five (25) years of Clallam County Sheriff's Office service, the value of one (1) hour for every two (2) hours of sick leave accrual valued at the employee's regular rate of pay as defined for FLSA purposes, up to and not in excess of the value of four hundred and eighty (480) hours of pay.
- d) An employee who does not meet the three criteria in sub-paragraphs "a," "b," or "c" of this section, but was hired laterally as a police officer retiree and separates from Clallam County service as a retiree as defined in section "D" below, shall be entitled to sick leave buy-back computed based on ten percent (10%) of the value if other than as a vested LEOFF retiree at the time of separation, and twenty percent (20%) if separation is as a LEOFF retiree.

Sick leave will not be paid and is not available for cash payment, except for the legitimate use of sick leave as a short term disability benefit, other than as specified in this collective bargaining agreement.

References to "retirement" in this Article 12.5 related to sick leave buy-back mean that the employee has separated from County employment voluntarily for reasons other than termination imposed administratively or as discipline, and the employee is immediately eligible to collect retirement benefits from the Department of Retirement Systems and the LEOFF or PERS retirement plan(s) in which the employee is enrolled, regardless of the effective date or anticipated future effective date of the employee's election to do so.

12.6 Family Leave.

The County shall provide family leave in accordance with State and Federal law.

The County shall provide paid family and medical leave in accordance with Title 50A RCW.

12.7 Bereavement Leave.

In the event of the death of a family member recognized for family leave purposes under FMLA and Article 12.6 of this Agreement, an employee eligible under this Article shall, upon written request, be granted up to three (3) working days leave of absence with pay to make household arrangements and to arrange for and attend the funeral. Employees may request additional leave if necessary to extend this three (3) day period. All such additional leave shall be charged to accrued vacation and accumulated comp time; or to leave without pay in the event the employee has no accruals available to draw from.

12.8 Uniform Allowance.

At the time of employment, full-time employees in the classification of Deputy Sheriff will be issued, at County expense, the uniform/equipment items for the positions they occupy, as set forth in Sheriff's Policies and Procedures. Thereafter, the County will replace the uniform and equipment items, at County expense, as needed to maintain the uniform in serviceable condition. The brand, model, style, color, quantity and vendor of all uniform and equipment shall be approved at the discretion of the Sheriff.

Effective January 1, 2026, the County will issue two (2) jumpsuits upon hire. All employees will have two (2) jumpsuits by July 1, 2026. All unit employees may be reimbursed up to two hundred fifty dollars (\$250.00) for boots every other year.

A. Maintenance and Ownership.

The employee agrees to maintain and keep in good condition and repair, all parts of the uniform, and will have available for inspection on due notice, his complete uniform. All purchases shall be through his office's established procedures. All uniform and equipment articles purchased by the County will be the property of the County and will be returned upon request.

B. Use of Personal Equipment.

An employee, while on duty, may utilize personally owned equipment items, including weapons, when approved by the Sheriff. Employees will be provided repair and/or reimbursement of those items when lost or damaged in the line of duty.

C. Cleaning.

Uniform Items (trouser or shirt) may be dry cleaned at County expense as needed up to 100 item cleanings per year, per employee. Dry clean only coats or other uniform items may be dry cleaned at County expense twice (2 cleanings) per year.

D. Plain Clothes Allowance.

Employees who are assigned to regular non-uniformed positions for a period of longer than six (6) months shall receive an initial clothing allowance of one thousand five hundred dollars (\$1500.00), and thereafter on the twelve (12) month anniversary of appointment to a continuing non-uniformed position, the employee shall receive a clothing allowance of seven hundred fifty dollars (\$750.00). Employees are expected to use the clothing allowance funds to purchase clothing and shall be solely responsible to wear proper attire as determined by the Sheriff, while on duty. Excluding wear and tear line of duty damage to detective plain clothes will result in repair or like kind replacement by the County unless the deputy sues and recovers from a perpetrator or restitution is paid by a defendant.

12.9 Health and Welfare Coverages.

A. During the life of this Agreement, the County will provide health care insurance

for employees and their dependents who meet hours of eligibility as specified in Article 2 and in the Teamster Trust. Hours worked in one month qualify an employee for insurance in the following month under the Teamster plan. Lump sum payments made upon termination of employment are not payments which result in eligibility in the next month.

During the life of this Agreement, the County shall provide the Teamster HMO Plan or the Teamsters Medical Benefits described in pertinent documents of the Washington Teamster Trust, as specified below:

TEAMSTER TRUST MEDICAL BENEFIT PLAN:

- Teamsters Medical Plan Z
- Washington Teamsters Dental Plan B
- Teamsters Vision Care Trust
- Teamsters Plan A Life and AD&D

Effective the first full pay period in the month following the date of ratification, the County's medical contribution (Cap) shall be one thousand five hundred thirty-eight dollars (\$1538.00) and the employee shall pay the difference by payroll deduction. Effective January 1, 2026, the County will pay up to one thousand five hundred eighty-eight dollars (\$1588.00) toward the cost of insurance and the employee shall pay the difference by payroll deduction. Effective January 1, 2027, the County will pay up to one thousand six hundred thirty-eight dollars (\$1638.00) toward the cost of insurance and the employee shall pay the difference by payroll deduction.

The County will continue to pay the composite rate for full family coverage (or the pro-rata amount for part-time job share employees) for the plan described above in an amount not to exceed the amount stated above during the contract term. The employee shall pay one hundred percent (100%) of the amount of premium established or revised by the Trust in excess of that amount.

The County and the Guild agree that County premium contributions shall be applied toward purchase of the Dental, Vision and Medical plans in that order. Members who opt out pursuant to Trust guidelines shall be entitled to apply the County premium in the descending plan order set out above.

Effective the first of the month following the date of ratification, and for the term of the Agreement, the County shall contribute monthly HRA VEBA contributions of one hundred sixty dollars (\$160.00), which shall be made during the year for the benefit of employees. The County HRA VEBA plan document shall be owned by the employee.

The bargaining unit may reopen this Article periodically to change the specified Teamster medical benefit plans provided to the group to different selection of plans, provided that the change occurs at a time and in a manner which is permissible under Teamster Trust guidelines and the County's participation agreement, provided that, if the cost of such selection exceeds the cost of the plans identified above, 100% of such excess cost shall be paid by the employee. In the course of such bargaining, the parties may also bargain concerning the increase or reduction in the amount of contribution made by the County to the employees' HRA accounts in order to equalize the health and welfare benefits provided and related costs assumed by the County for bargaining unit employees.

- B. Life Insurance. The bargaining unit may elect Teamster Plan A Life and AD&D insurance according to membership wishes through the Teamsters Trust. If any other or additional life insurance benefit is elected, premiums shall be paid 100% by the employee through payroll deduction.
- C. Long-Term Disability Protection. The bargaining unit may elect LTD coverage, which shall be paid for by employees by payroll deduction.
- D. Wellness. The County will provide financial contribution of up to \$200 based on the wellness program agreement toward employee programs and activities designed to promote wellness and health which have been recommended for approval by the Medical Benefit Board.
- E. Line of Duty Death Benefit Contribution. In the event of a line of duty death, the County shall pay the cost of three (3) months of paid continuation of health care benefits for the employee's spouse and dependents through the Washington Teamsters Welfare Trust; provided however, if such benefit plan continuation is not possible under the Trust rules, then the spouse shall be paid as a non-taxable reimbursement of health care premiums paid to a different plan/provider selected and arranged by the spouse up to the amount which the County otherwise would have paid.

12.10 Retirement.

The County shall provide the employees whatever employer retirement benefits that are required to be made by statute.

12.11 Jury Duty.

Employees called for jury duty in any municipal, county, state or federal court shall advise the County upon receipt of such call and, if taken from work for such jury duty, shall be paid his regular compensation minus any compensation received from jury duty. The employee must provide documentation to the County of the amount of compensation received for jury duty.

12.12 Meal Allowances.

The County will reimburse meals in accordance with County policy.

12.13 Hold Harmless.

A. False Arrest Insurance.

The County agrees to provide adequate Deputy law enforcement officers' liability coverage through the use of commercial insurance and/or self-insurance.

B. Legal Representation.

The employer shall provide legal representation of an employee who is sued where such litigation arose because such employee in good faith exercised any authority arising out of the scope and duty of his/her commission as a Clallam County Sheriff's Deputy and within the course and scope of employment. Private counsel may also be retained by the employee at the employee's expense, provided that the employee retains the duty to cooperate fully in the defense of any claim. In the event a verdict or judgment shall be in favor of the third party, the County shall indemnify and hold the employee harmless from such judgment if the judgment is based on acts done by the employee in good faith in the line of duty or in good faith compliance with any order of a superior officer, even though such order may be held invalid by a civil court.

C. Meaning of Hold Harmless Article.

This Article regarding "Hold Harmless" shall be construed in a fashion which is consistent with all of the terms of Clallam County Code Chapter 3.34, including exclusions set forth in Clallam County Code Chapter 3.34.030.

12.14 Take Home Vehicles

Employees may be assigned a take home vehicle by the Sheriff for the convenience of the County in providing responsive law enforcement service. Patrol and detective vehicles will be emergency response vehicles as defined in the Internal Revenue Code. Deputies who take a County car home are expected to answer a page or call and to respond to emergencies from home when asked to do so. The take home car is not compensation, its use and assignment is subject to control of the Sheriff, and its use under these circumstances is not a taxable benefit.

ARTICLE 13 – COMPENSATION

13.1 Wages.

Effective the first of the month following the date of ratification, Patrol Deputies receive a wage increase and Appendix A shall increase in the amount of twenty-two percent (22%) twenty percent (22%).

Effective the first full pay period after January 1, 2026, Patrol Deputies shall receive an additional wage increase and Appendix A shall increase in the amount of one- and one-half percent (1.5%).

Effective the first full pay period after July 1, 2026, Patrol Deputies shall receive an additional wage increase and Appendix A shall increase in the amount of one- and one-half percent (1.5%).

Effective the first full pay period after January 1, 2027, Patrol Deputies shall receive an additional wage increase and Appendix A shall increase in the amount of one- and one-half percent (1.5%).

Effective the first full pay period after July 1, 2027, Patrol Deputies shall receive an additional wage increase and Appendix A shall increase in the amount of one- and one-half percent (1.5%).

Longevity steps occur at the beginning of 10, 15, and 20 years (based on time as a Clallam County Patrol Deputy) as follows:

- 10 Years – Additional one and half percent (1.5%) based on top step nine (9)
- 15 Years – Additional three percent (3%) based on top step nine (9)
- 20 Years – Additional four and one half (4.5%) percent based on top step nine (9)

13.2 Step Placement.

Step advancement in the salary range is as follows:

- A. The step increases shall be based solely upon performance and shall not be granted unless supported by satisfactory employee evaluations. Evaluations of employees shall be conducted at least annually and shall be used as a factor in justifying annual step increases.
- B. An employee shall advance to the next highest step as specified in Addendum A.

13.3 Call-back.

- A. Employees called back to work, shall be credited with actual time worked.
- B. Such employees shall be compensated under Article 11.1A for a minimum of two (2) hours if the callback is more than two (2) hours prior to the start of the next scheduled shift, or after the end of a scheduled shift on an assigned workday, or for court.
- C. Employees called out to perform duty on a non-workday except for court, or on an observed holiday which is a scheduled day off, be compensated for a minimum of three (3) hours.
- D. Employees called out to perform duty on a vacation day shall be compensated under Article 11.1 for a minimum of four (4) hours.

13.4 Relief Supervisor Differential.

Deputies may be assigned as acting supervisors. A Deputy who is assigned as acting supervisor shall be paid a differential of 5% above hourly rate for each hour worked in out-of-class assignment.

13.5 Trips, Prisoner Transports, Conferences, Schools and Training.

Overtime hours and overtime differential related to trips, prisoner transports, conferences, schools and training shall be paid in accordance with the FLSA, but not under the contract if different. An unwilling employee will not be assigned if the County's needs can be met through a volunteer assignment.

13.6 Section 401(a) Plan Match.

Effective July 1, 2021, the County shall match into a 401 (a) Plan elected by the employee two and a half percent (2.5%) of base salary provided the employee contributed a like amount into an IRC 457 or 401(a) match and save plan.

13.7 West End Premium.

Deputies assigned and required to reside west of the north-south line at the west end of Lake Crescent shall receive a premium of two thousand dollars (\$2,000) per year, paid at the end of the June pay period, and shall not increase the hourly rate for FLSA purposes. Employees who have met this requirement for more than 30 days but less than the entire year shall receive a prorated payment.

The Guild agrees to accept compensation for the coverage of these hours as follows:

- a. Night shift will cover 0300 hrs to 0500 hrs,
- b. Day shift will cover 0500 hrs to 0700 hrs

13.8 Spanish Bilingual Incentive Pay.

All patrol deputies who are bilingual Spanish-proficient shall have added to their base pay one percent (1%). Proficiency shall be determined by satisfactorily passing a test selected by the County. The employee shall pay the test fee. Retaking the test is limited to once every six (6) months. Employees must be recertified to retain the one percent (1%) bilingual incentive pay by successfully passing the test once every three (3) years. The County will pay the test fee for recertification.

13.9 Field Training Officer (FTO) Premium.

A deputy certified as an Field Training Officer (FTO) and assigned as an FTO who is directly supervising a student deputy in his or her capacity as an FTO shall receive compensation of five percent (5%) of the employee's base wage for hours worked while training. This does not include administrative FTO duties such as completion of DORs in the absence of the student deputy.

13.10 Educational Incentives.

- A. An employee who has attained or possesses an AA/AS degree from an accredited college or university shall receive a monthly educational incentive equivalent to two percent (2%) of the employee's applicable base wage.
- B. An employee who has attained or possesses a BA/BS degree from an accredited college or university shall receive a monthly educational incentive equivalent to four percent (4%) of the employee's applicable base wage.

13.11 Detective Assignments

The Sheriff may assign Detective duties to Deputies in his/her discretion. The Detective shall receive a premium of three percent (3%) of base salary (includes longevity steps) for all hours worked in this status. The determination of Detective status, its functions, duties and qualifications shall be in the sole discretion of the Sheriff, and the decision to assign a Deputy as a Detective or to remove a Deputy from a Detective assignment resides exclusively in the Sheriff, and decisions in this regard shall not be subject to the grievance procedure. It is agreed that decisions made with regard to Detective assignments shall be made in good faith.

13.12 Accreditation Pay

To recognize the high standards met, and the efforts involved in the accreditation process, as of July 1, 2021, each employee covered under this Agreement shall receive an additional one percent (1%) monthly accreditation premium pay calculated from the employee's base salary. In the event management does not seek accreditation renewal, or fails the accreditation process, the premium pay shall end on the expiration date of the existing accreditation certification. Accreditation premium pay shall remain in place so long as any portion of the Sheriff's Office (patrol or jail) is accredited. Any eligible employee receiving an evaluation having an overall rating less than satisfactory/meets standards/meets expectations shall have accreditation pay suspended until such time as an overall satisfactory/meets standards/meets expectations (or higher) evaluation is received.

ARTICLE 14 – DRUG & ALCOHOL POLICY

14.1 Policy.

The County considers its employees its most valuable asset; the Guild and the County share concern for the safety, health and well-being of employees and, based on this concern, agree to a drug and alcohol policy, the terms of which are set forth in this Article and the Clallam County Drug and Alcohol Policy and Procedures, which have been bargained and which by this reference are incorporated as if fully set forth herein. Any subject under the policies which is a mandatory subject of bargaining shall not be changed unless the change is bargained.

14.2 Time Spent in Testing is Hours Worked.

The County may require the employee to submit to recognized drug or alcohol test procedures pursuant to the County's drug and alcohol policy. The costs for time spent in testing and the costs of such testing shall be borne by the County. All employee cooperation with the policy shall be work time.

14.3 Time Spent After Refusal is Not Hours Worked.

Any employee refusing to submit to a drug or alcohol test shall be taken off the clock effective with the time of the County's request. Refusal of any employee to fully cooperate with and submit to take a drug or alcohol test upon request in accordance with County policy shall be deemed as a basis for discharge.

14.4 Leave Without Pay for Treatment.

If testing should reveal that an employee has used controlled substances or alcohol and the employer believes that appropriate discipline would include a program of treatment and that the health, safety or efficiency of the employee, other employees or the public might be at risk if the employee is permitted to continue to work at his position, in such case the employer may place the employee on leave until the employee has successfully completed the terms and conditions of the Agreement to Participate in a Rehabilitation Program, DA Form 12.

14.5 Selection of Testing Labs.

The County shall initially select reputable facilities for base testing and confirmatory testing at County expense. The facility for confirmatory testing must meet all standards set by the U.S. Department of Health and Services for laboratory performance and must employ certified medical technologists and technicians. The Guild will be provided with the testing facilities names, addresses and credentials if requested. The Guild retains the right to demand a change in test procedure or test facility based on reliable information which disproves the accuracy or quality of either. The Guild also retains the right to request a change in test procedure or test facility if a reasonable and superior alternative to either becomes available.

14.6 Searches.

Employees have no expectation to be free from search of a County vehicle, locker, desk or contents of other similar Department controlled spaces. A search of areas used exclusively by an employee (when directed at or against an employee due to suspicion of a violation of this policy) shall be based on reasonable belief that the employee possesses any controlled substance. Such a search shall be approved by the department head or his designee with advice from the Director of Human Resources, and, if possible, notice to the employee and an opportunity to be present shall be given. This Article 14.6 shall not be construed as reducing the prerogatives of the County and the Sheriff to conduct an administrative search unrelated to drug and alcohol purposes in accordance with established law.

ARTICLE 15 – FUTURE NEGOTIATIONS

15.1 Negotiations.

Negotiations on proposed amendments to this Agreement may be initiated at any time by mutual agreement of the County and the Guild. Any renewed negotiations shall be restricted to the subjects agreed upon in advance in writing and shall not, therefore, open all subjects to negotiations.

15.2 Reopener.

In the event Clallam County government experiences a financial crisis, the Guild agrees to meet with the County, upon written notice, to discuss budgeting options for consideration of reopening this Agreement.

15.3 Successor Agreement.

Negotiations over the successor agreement shall commence not later than September 1, 2027.

ARTICLE 16 – SHERIFF’S POLICIES AND PROCEDURES

The Guild and County shall refer to the Sheriff’s Office Policies and Procedures and Clallam County Uniform Personnel Policies and Procedures to resolve matters not covered by this Agreement. Should the expressed terms of this Agreement conflict with a County or Sheriff’s policy or procedure, this collective bargaining agreement shall control unless the terms hereof are or have become contrary to law (in which event the unlawful term shall be considered of no effect).

ARTICLE 17 – SEVERABILITY AND SUPERIORITY

In the event that any portion of this Agreement is ruled invalid, the remainder of the Agreement or its application to any other party, person, or circumstances shall not be affected. If any portion is ruled invalid, the Guild and County shall meet and expeditiously proceed to negotiate a replacement provision. Any provision of this Agreement which contravenes any federal or state law shall be invalid.

ARTICLE 18 – PROBATION

18.1 To enable the County to exercise a choice in the filling of vacant positions, no appointment, employment, or promotion, in any position shall be deemed complete until after the expiration of a period of one (1) year’s probationary service from the date of hire, appointment or promotion, whichever is later. In the event that the employee’s probationary period is interrupted by a cumulative absence from work for more than three (3) weeks, including activation to military service, the probationary period will be extended upon return to work until the full twelve (12) months of on-the-job probationary period has been completed. The probation period for employees required to attend the Basic Academy or Equivalency Academy shall commence at date of hire, and until one (1) year after successful academy graduation. Probation is an extension of the selection process and failure of the

probationary period as determined by the Sheriff, shall not be subject to appeal through the grievance procedure or otherwise. The Sheriff may terminate, at will, the employment of any person during probationary period of employment if the Sheriff deems them unfit or unsatisfactory for service in the Sheriff's Office. Similarly, the Sheriff may revert probationary employees back to their prior regular civil service rank without cause as defined elsewhere in this Agreement.

18.2 The County agrees that if it believes it is appropriate or necessary to extend probation beyond the twelve (12) months (or probationary term) set forth in the CBA on an individual case, it will notify the Guild of the basis for the desired extension and if the Guild is in agreement, the parties will document the extension in writing. If there is no agreement from the Guild, probation may not be unilaterally extended by the County.

Date Signed
By Guild: Sep 12, 2025

Date Signed: 9/30/25
By County: _____

CLALLAM COUNTY DEPUTY SHERIFFS
GUILD

CLALLAM COUNTY
BOARD OF COMMISSIONERS

Torri Middlekauff

Torri Middlekauff (Sep 12, 2025 14:11:47 PDT)

Torri Middlekauff, President

Mike French

Mike French, Chair

Paige Chrz

Paige Chrz, Fraternal Order of Police (FOP)
Attorney Representative

Randy Johnson

Randy Johnson



Mark Ozias

Mark Ozias

ATTEST:

Loni Gores

Loni Gores
Clerk of the Board

APPROVED AS TO FORM:

CLALLAM COUNTY SHERIFF

Matthew Lynch

Matthew Lynch (Sep 12, 2025 16:38:04 PDT)

Matthew Lynch, Employment Counsel

Brian King

Brian J King (Sep 12, 2025 14:43:48 PDT)

Brian King

Date Signed: _____

APPENDIX A

Effective the first of the month following ratification by all parties the wage scale shall be:

Step	Hourly	Monthly
Step 1	38.19	6,619.02
Step 2	40.10	6,950.04
Step 3	42.10	7,297.45
Step 4	44.21	7,662.41
Step 5	46.42	8,045.56
Step 6	47.11	8,166.24
Step 7	47.82	8,288.73
Step 8	48.54	8,413.07
Step 9	49.26	8,539.26

Effective January 1, 2026, the wage scale shall be:

Step	Hourly	Monthly
Step 1	38.76	6,718.31
Step 2	40.70	7,054.29
Step 3	42.73	7,406.92
Step 4	44.87	7,777.34
Step 5	47.11	8,166.24
Step 6	47.82	8,288.73
Step 7	48.54	8,413.06
Step 8	49.26	8,539.26
Step 9	50.00	8,667.34

Effective July 1, 2026, the wage scale shall be:

Step	Hourly	Monthly
Step 1	39.34	6,819.08
Step 2	41.31	7,160.10
Step 3	43.37	7,518.02
Step 4	45.54	7,894.00
Step 5	47.82	8,288.74
Step 6	48.54	8,413.06
Step 7	49.26	8,539.26
Step 8	50.00	8,667.34
Step 9	50.75	8,797.35

Effective January 1, 2027, the wage scale shall be:

Step	Hourly	Monthly
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Step 1	39.93	6,921.37
Step 2	41.93	7,267.50
Step 3	44.02	7,630.79
Step 4	46.23	8,012.41
Step 5	48.54	8,413.07
Step 6	49.26	8,539.26
Step 7	50.00	8,667.34
Step 8	50.75	8,797.35
Step 9	51.52	8,929.32

Effective July 1, 2027, the wage scale shall be:

Step	Hourly	Monthly
Step 1	40.53	7,025.19
Step 2	42.56	7,376.51
Step 3	44.68	7,745.25
Step 4	46.92	8,132.60
Step 5	49.26	8,539.26
Step 6	50.00	8,667.34
Step 7	50.75	8,797.35
Step 8	51.52	8,929.32
Step 9	52.29	9,063.25

Longevity pay occurs at the beginning of ten (10), fifteen (15) and twenty (20) years (based on time as Clallam County Patrol Deputy) as follows:

- At ten (10) years – Additional one- and one-half percent (1.5%) based on step nine (9)
- At fifteen (15) years – Additional three percent (3%) based on step nine (9)
- At twenty (20) years – Additional four- and one-half percent (4.5%) based on step nine (9)

MEMORANDUM OF UNDERSTANDING

Clallam County and the Deputy Sheriffs Guild reached the following understanding during the negotiations for the 2025-2027 Collective Bargaining Agreement:

Employees on the active payroll as of the date of ratification shall receive a ratification bonus of one thousand dollars (\$1000.00), payable the first pay period after the first of the month following the date of ratification.

Clallam County Deputy Sheriff's Guild 2025 2027 CBA (Final)

Final Audit Report

2025-09-12

Created:	2025-09-12
By:	Brenda Wenzl (brenda.wenzl@clallamcountywa.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAAY8D0I4cYlbp1XcJ3YOCYum548j72G1DF

"Clallam County Deputy Sheriff's Guild 2025 2027 CBA (Final)" History

-  Document created by Brenda Wenzl (brenda.wenzl@clallamcountywa.gov)
2025-09-12 - 9:04:27 PM GMT
-  Document emailed to torri.middlekauff@clallamcountywa.gov for signature
2025-09-12 - 9:09:25 PM GMT
-  Email viewed by torri.middlekauff@clallamcountywa.gov
2025-09-12 - 9:09:40 PM GMT
-  Signer torri.middlekauff@clallamcountywa.gov entered name at signing as Torri Middlekauff
2025-09-12 - 9:11:45 PM GMT
-  Document e-signed by Torri Middlekauff (torri.middlekauff@clallamcountywa.gov)
Signature Date: 2025-09-12 - 9:11:47 PM GMT - Time Source: server
-  Document emailed to Thenell Law (paige@thenelllawgroup.com) for signature
2025-09-12 - 9:11:51 PM GMT
-  Email viewed by Thenell Law (paige@thenelllawgroup.com)
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-  Document e-signed by Thenell Law (paige@thenelllawgroup.com)
Signature Date: 2025-09-12 - 9:13:29 PM GMT - Time Source: server
-  Document emailed to Brian King Brian King (brian.king@clallamcountywa.gov) for signature
2025-09-12 - 9:13:31 PM GMT
-  Email viewed by Brian King Brian King (brian.king@clallamcountywa.gov)
2025-09-12 - 9:41:48 PM GMT

 Signer Brian King Brian King (brian.king@clallamcountywa.gov) entered name at signing as Brian J King
2025-09-12 - 9:43:46 PM GMT

 Document e-signed by Brian J King (brian.king@clallamcountywa.gov)
Signature Date: 2025-09-12 - 9:43:48 PM GMT - Time Source: server

 Document emailed to mlynch@sbj.law for signature
2025-09-12 - 9:43:52 PM GMT

 Email viewed by mlynch@sbj.law
2025-09-12 - 11:31:31 PM GMT

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2025-09-12 - 11:38:02 PM GMT

 Document e-signed by Matthew Lynch (mlynch@sbj.law)
Signature Date: 2025-09-12 - 11:38:04 PM GMT - Time Source: server

 Agreement completed.
2025-09-12 - 11:38:04 PM GMT