AGREEMENT BETWEEN

THE SHERIFF AND THE BOARD OF COUNTY COMMISSIONERS
WALLA WALLA, WASHINGTON

AND

WALLA WALLA COMMISSIONED DEPUTIES ASSOCIATION

2023-2025

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INTRODUCTION

THIS AGREEMENT, made and entered into by and between the Walla Walla County Sheriff and Board of County Commissioners, hereinafter referred to as the "County" or "Employer," and the Walla Walla Commissioned Deputies' Association, hereinafter referred to as the "WWCDA" or "Association."

PURPOSE AND INTENT

The general purpose of this agreement is to set forth the terms and conditions of employment for employees covered by this agreement and provide for a system to promote orderly labor relations for the mutual interest of the County, the employees and the Association. The parties recognize that the interest of the community and the job security of the employees depend upon the County's success in providing a proper service to this community.

To these ends the County and the Association encourage to the fullest degree friendly and cooperative relations between the respective representatives at all levels among all employees.

ARTICLE I
RECOGNITION AND
DUES DEDUCTIONS

1.1 The County recognizes the Association as the bargaining agent for all full-time commissioned deputies of the Walla Walla County Sheriff's Office with the exception of the Sheriff and those employees appointed by the Sheriff in accordance with the provisions of RCW 41.14, for the purposes of collective bargaining with respect to wages, hour and other conditions of employment.

1.2 This labor agreement shall not apply in any manner to seasonal or temporary employees.

1.3 Probationary employees are entitled to only that job protection as provided for by the Sheriff's Office civil service statute contained in RCW 41.14.130. State statute preempts any conflict with this contract as it relates to probationary employees. Probationary employees are considered regular full-time employees for the purposes of wages, benefits and other terms or conditions of employment contained herein.

1.4 The County will provide a monthly written report to the Association transmitted with transfer of deducted dues owed to the Association ("the transferred amount"). Such report

shall indicate: 1) all individuals who had dues withheld as part of the transferred amount, and the amount withheld and transmitted on behalf of that individual; 2) a list of all employees who did not have dues withheld as part of the transferred amount; 3) a list of all employees commencing employment since the preceding report;

1.5 On receipt of notice from the Association that a bargaining unit member has voluntarily signed a wage deduction authorization form, the Employer shall deduct the regular monthly dues and assessments uniformly required of all members, and any other fees prescribed by the Constitution and By-Laws of the Association. Once authorized, voluntary wage deductions shall continue until an employee provides the Association a written request that expressly revokes the authorization. After the Employer receives confirmation from the Association that the employee has revoked authorization for deductions, the employer shall end the deduction effective on the first payroll after receipt of the confirmation. All deductions made shall be forwarded to the Association on a monthly basis.

1.6 Association representatives may investigate and adjust grievances during working hours without loss of pay so long as such activity does not interfere with office operations.

1.7 Two Association representatives may attend negotiations without loss of pay if negotiations occur during their normal working hours. Negotiations include both actual and reasonable preparation time.

1.8 The County will not incur overtime liability as the result of Sections 1.6 and 1.7.

1.9 The Association agrees to defend and hold the Employer harmless from all claims of any nature, whether civil or administrative related to the Employers actions in terminating any employee pursuant to the operation of this Section and the notice and request of the Association to terminate for failure to pay the required dues or fees.

ARTICLE II
MANAGEMENT RIGHTS

Except as specifically changed or modified by any provision of this agreement, the County will continue to have, whether exercised or not, all the rights, powers, and authority heretofore existing, including, but not limited to the following:

2.1 Determine the standard of service to be offered by the Sheriff's Office.

2.2 Determine the standard of selection for employment.

2.3 Direct its employees.

2.4 Take disciplinary action for just cause.

2.5 Issue operating regulations and rules. The Sheriff shall provide the Association with a written copy of proposed policy changes that impact mandatory subjects of bargaining at least thirty (30) days before the effective date of the changes and shall discharge bargaining obligations under RCW 41.56. The Association may request bargaining within that thirty (30) day period. The Association's failure to request bargaining during that thirty (30) day period shall constitute a waiver of the right to bargain the proposed policy change.

2.6 Determine the methods, means, and personnel by which the County's operations are to be conducted.

2.7 Maintain the efficiency of operation.

2.8 Fulfill all its legal responsibilities consistent with the rules and regulations of Civil Service.

2.9 Any bargaining unit employee may be placed on Administrative Leave (leave with pay) for reasons in the best interest of the County and/or employee (e.g. to conduct an investigation, to diffuse a work-related or personal problem that has the potential for escalation if left unchecked, and/or has a negative effect on operations). Administrative Leave is not intended to be used in lieu of discipline. The County may place certain reasonable restrictions on an employee on Administrative Leave and require him/her to be available during his/her normal work schedule to respond by telephone within 30 minutes. Employees may be placed on a different schedule to be determined by the Sheriff when they are placed on Administrative Leave. If an employee is or will be unavailable during the scheduled time frame, then a vacation leave request, or in the case of illness or injury, a sick leave request must be turned in to cover the amount of time the employee is or will be unavailable.

2.10 The right to assign incidental duties connected with operations, not enumerated in job descriptions, but generally consistent with job classifications, which shall be performed by the employees when requested by a superior officer. Management retains the right to create job descriptions consistent with job classifications. It is mutually agreed that it is the intent of the parties to include in the bargaining unit any new commissioned position equivalent to sergeant and below. The salary for the new classification shall be set consistent with County policies, subject to State collective bargaining requirements.

ARTICLE III
NO STRIKE- NO LOCKOUT

3.1 The Association agrees that it will not call or support any strike, work stoppage, work slowdown, sympathy strike, or any other action against the County that would impede the proper functioning of the County government at any time for the duration of this agreement. The County agrees that there shall be no Lockout by the County of any part of the County's operation.

ARTICLE IV
NON-DISCRIMINATION

4.1 The provision of this agreement shall be applied to all employees in the bargaining unit without discrimination because of age, sex, marital status, race, color, creed, national origin, political preference, Association membership, or mental and physical handicap except for bona fide occupational qualifications.

ARTICLE V
WORK SCHEDULE

Hours of Work and Overtime

5.1 Patrol Bureau Work Schedule. The regular work week for employees assigned to the Patrol Bureau shall be five (5) consecutive eight (8) hour days, four (4) consecutive ten (10) hour days, or a twelve (12) hour deployment work schedule consisting of two (2) or three (3) consecutive workdays of twelve (12) consecutive hours. Lunches will be paid for the duration of 45 minutes; however the employee is subject to callback. The Employer agrees not to change Patrol Bureau employees' regular work week schedules between the various options listed above without as much notice as reasonably practicable and only upon legitimate operational need. The Sheriff shall provide written notice to the association stating the legitimate operational need. Once the operational need ceases to exist, the shift configurations will revert back to their previous configurations as soon as practicable. If, after a legitimate change of regular work schedules, either party determines it is in their best interest for the new work schedule to remain, the parties agree to meet and negotiate the possibility of new Patrol Bureau work schedules.

Detective Bureau Work Schedule: The regular Detective Bureau work week shall be five (5) consecutive eight (8) hour days or four (4) consecutive ten (10) hour days. Lunches will be paid time of 30 minutes for 8 hour shifts and 45 minutes for 10 hour shifts. Employees will be subject to callback. Detective Bureau employees shall have the ability to request to work a schedule from among these two options. Employees may request to work the schedule of his/her choice

according to a balance of the best interests of his/her personal schedule and Sheriff's Office function needs. All Detective Bureau schedule requests shall be submitted in writing to the Detective Sergeant and Chief Criminal Deputy for chain of command review. The Sheriff will have final authority for all Detective Bureau work schedules.

5.1.2 Overtime: All hours worked by an employee in excess of eight (8) hours on a five-eight schedule, ten (10) hours on a four-ten schedule, or twelve (12) hours on a 12-hour shift schedule or on the employee's regular day off will be paid at the rate of one-and- one-half (1-1/2) times the regular hourly rate except as set forth elsewhere in this agreement. A workday shall be defined as a twenty-four (24) hour period commencing with the start of any employee's regular shift. All overtime hours must be approved by the employee's immediate supervisor prior to performing the overtime work.

5.1.2.1 Overtime Assignments.

The parties recognize two types of overtime: voluntary and mandatory.

Voluntary overtime for extra duty assignments (e.g. boat and park duty). Preference for extra duty overtime shall be based on the following priority: First preference will be provided based upon specialty training or qualifications and second preference will be to seniority. If there are competing requests for the same overtime slot, it shall be assigned not less than seven (7) days before the shift. Once determined, the deputy shall fulfill the shift unless they obtain a replacement. This section only applies to extra duty overtime.

Mandatory overtime for all assignments (extra duty and patrol). Mandatory overtime shall be assigned by inverse seniority from among those on the opposite shift with the same hours of work, starting from the bottom of the seniority list moving towards the top with a reset of the list on an annual basis.

5.1.3 Definitions of Deployment Periods and Patrol Cycles. A "Deployment Period" or "DP" is a four-week (28 day) period of time which coincides with a FLSA 29 USC 207(k) work period. DP's begin on a Monday and repeats every four weeks.

A "Patrol Cycle" refers to the assigned Patrol Bureau schedule, at the conclusion of which Day Shift Patrol Bureau squads rotate to Night Shift, and conversely Night Shift Patrol Bureau squads rotate to Day Shift. Currently, this rotation occurs on the first Monday of every eight (8) weeks, or every other Deployment Period. The length of a Patrol Cycle is determined by the Sheriff with input from Command Staff and the Association. Currently, it is the desire of the Association to have an eight (8) week Patrol Cycle, however the parties agree that the rotational rate and length of a Patrol Cycle may be reviewed and discussed at any time.

5.1.4 Flex Time: In the interest of the employer as to not incur extra expense for the county, and in order to allow flexibility to effectively and efficiently manage training and workload, any Patrol Bureau employee may request, with prior approval of their supervisor, to flex their work hours. If the employer requires and mandates flexing, standard overtime rules in 5.1.2 of this agreement apply. If the employee elects to flex their assigned work schedule, any hours in excess or below 160 hours in a 28-day DP shall be reconciled by the end of the DP in which the flex occurred. This provision applies to the amount of time the employee elected to flex, not other overtime. Any employee flexing his/her work schedule shall keep a written daily accounting of flexed hours to be submitted and approved in writing by their supervisor. Once approved, this written documentation shall be submitted to their Chief Deputy at the end of that specific DP.

5.1.4.1 Flex Hours the Employee owes the Employer: The parties agree that any hours accrued in flex will be adjusted and taken off before the end of the DP in which the flex occurred. If the total hours worked is less than 160, the owed balance shall be made up by use of the employee's accrued vacation, comp, or sabbatical hours. The request for such hours shall be submitted to the employee's supervisor no later than the last day of the DP in which the flex occurred.

5.1.4.2 Flex Hours the Employer owes the Employee: The Association and employees agree that it is primarily the employee and their supervisor's responsibility to ensure that flex hours balance at the end of any given Deployment Period. Supervisors shall work with employees to ensure that flex hours balance at the end of every DP. As such, failure of an employee to manage their flex time appropriately, and/or failure of a supervisor to properly supervise the use of flex time, could subject an employee and/or supervisor to progressive discipline. Any flex time owed an employee at the end of the DP will be paid according to standard overtime pay as outlined in this agreement.

5.1.5 Nothing in this article is meant to allow abuse of the work schedule. Employees should remain as close to their assigned work schedules as practicable and only flex upon the prior approval of their supervisor.

5.2 The parties agree that all member employees are currently covered and employed in either the Patrol Bureau or Detective Bureau. If for some reason in the future, a new bureau is formed, or an employee falls outside of one of these two bureaus, the parties agree to negotiate the work scheduling for those employees. Nothing in this agreement is meant to leave an employee without a covered work, overtime, and/or flex schedule according to this article.

5.3 Call In Pay

5.3.1 An employee called into work before the start of the normally scheduled shift shall be guaranteed one-hour overtime. Any period in excess of one hour prior to the start of the employee's regular shift that an employee is called into work shall be paid at the overtime rate.

EXAMPLE: Employee's regularly scheduled shift begins at 8:00AM, employee called in at 6:30 a.m. Employee would be paid one hour at the overtime rate for the period 6:30--7:30 and one- half hour at the overtime rate for the period 7:30-8:00. If the employee would have been called in at 7:30, the employee would be entitled to one hour at the overtime rate for the period 7:30- 8:00 AM.

5.3.2 When the employee is called back to duty after the completion of the regularly scheduled shift after having been released from duty for that day, the employee shall be paid a minimum of three (3) hours at the overtime rate of pay. The employee shall be required to perform only those duties which required him/her to be called in. The employee shall not be required to perform "make-work" in order to fill the three-hour period.

EXAMPLE: Employee's normal shift ends at 4:00PM. The employee is released from duty and is called back to duty at 6:00PM and works to 7:00PM. The employee is entitled to three hours at the overtime rate. If this employee worked until 8:00PM, s/he would be entitled to three hours of overtime pay.

An employee whose normal shift ends at 4:00p.m. who is directed to work until 5:00 p.m. would not be entitled to the call back pay but to overtime as set forth in this contract.

5.3.3 Patrol Sergeants: In the event a Patrol Sergeant is contacted by subordinate or dispatch outside their normally schedule patrol shift, the employee shall be compensated at time and one half (1 1/2) for one hour of overtime limited to a total of one hour of overtime pay in a 24-hour period and five hours in a given month. These contacts refer to the occasional contact by dispatch or work of a Patrol Sergeant to make an executive decision or comment on a matter. This article does not preclude a normal "call-in", as described above for when an officer is required to return to work.

5.4 Compensatory Time. Employees may elect to accrue compensatory leave in lieu of overtime pay. Compensatory time shall be earned at the rate of one and one-half (1-1/2) times the hours worked. Compensatory time may be accumulated up to seventy (70) hours. Any compensatory time that the employee earns in excess of (70) hours shall be paid to the employee

at the rate of one and one-half hours overtime pay. Scheduling of compensatory time shall be by mutual agreement of the Employer and the employee.

5.5 Court Time. Any employee who is required to appear and/or testify in court outside of the regular duty hours shall be compensated a minimum of three (3) hours at the rate of one and one-half (1-1/2) the regular rate of pay while in or awaiting court.

5.6 Training Time. Any employee who is required to attend job training during off-duty hours whether in the County or outside of the County, outside of the Kelly payback days will be compensated at the rate of one and one-half (1-1/2) times the regular rate of pay.

5.7 No Duplication of Overtime Pay Involving Same Hours. Nothing contained in this agreement shall be interpreted as allowing duplication or a pyramiding of holiday, Sunday, daily, or weekly overtime payments involving the same hours worked.

5.8 Telephone Contact. Employees who are authorized to perform work via telephone call during their off-duty time shall be guaranteed a minimum of one-half (0.5) hour at the overtime rate for any such telephone calls or actual time worked if the telephone call lasts over one-half (0.5) hour. If the employee is required to receive or to make multiple telephone calls which occur beyond a period of one hour, then the employee shall be eligible for a call back to work minimum three-hour period of overtime pay. All over time will be paid in 15-minute increments.

a. **De minimis.** For purposes of this section, the term, "perform work" shall mean any work-related telephone call, that exceeds seven and one-half (7.5) minutes in duration.

b. **Quiet Time.** The parties recognize that quiet time is important and accordingly agree that all calls received during such hours outside of regular work hours, regardless of duration, are subject to section 5.8 (Telephone Contact). All work-related phone calls during this time will be guaranteed a minimum of one-half (0.5) hour at the overtime rate for any such telephone calls or actual time worked if the telephone call lasts over one-half (0.5) hour. If the employee is required to receive or to make multiple telephone calls which occur beyond a period of one hour, then the employee shall be eligible for a call back to work minimum three-hour period of overtime pay.

Each schedule shall have an associated quiet time which applies on normal scheduled work days only, during which any work-related telephone call, including calls equal to or less than seven and one-half (7.5) minutes, shall be considered "performing work". The below chart lists the assigned shift times and their respective Quiet Time hours. The parties agree work hours other than described will follow the same principle.

Assigned Shift	Quiet Time
Day Shift / Detectives	2100-0600
Night Shift	0700-1600

ARTICLE VI
VACATIONS

6.1 Vacation. All employees shall be entitled to vacation leave, computed on the basis of their anniversary date of employment, in accordance with the following schedule with the first year's hours being frontloaded upon hire. In the event the employee terminates employment prior to the first full year of service, any unearned hours will be deducted from their last paycheck:

YEARS OF CONTINUOUS SERVICE	HOURS PER YEAR	MAX ACCRUAL
1	88	
2	96	144 hours
3	104	152 hours
4	112	168 hours
5	120	240 hours
15	150	240 hours
20	166	240 hours

6.2 Vacation Times. Employees shall be permitted to choose either a split or entire vacation. Whenever possible, employees shall have the right to determine vacation time but, in any case, the vacation time shall be selected on the basis of seniority. Squad assignment will be posted by November 1st. Selection of vacation time shall be done by January 31st of each year. If employees do not sign up for vacation by January 31st, then the vacation scheduling shall be done on a first-come first-serve basis without regard to seniority. The Employer shall respond to the employee's request for vacation in a reasonable manner. The supervisor shall attempt to respond within seven working days of the date of submission. The parties recognize that the availability of vacation is related to the requestor's position and duties. If an employee is denied three (3) consecutive requests for vacation, each of which was made with at least three (3) weeks' advance notice before the date(s) requested, and the employee is at the 240-hour vacation accrual cap, then the denial of the third leave request will result in a payout of the denied vacation hours at the regular hourly rate of pay for that employee. Each request is considered separately, and nothing prevents deputies from requesting all three vacation dates at the same time. In order to qualify for vacation payout under this section, all vacation requests and denials must be in writing. Vacation payouts under this section shall be made in the January payroll for December. The Sheriff shall have the right to alter

vacation time in the event of an emergency, or of an administrative problem. In the event of termination of an employee for any reason, or the death of an employee, all accumulated vacation time shall be paid to either the employee, or the heirs of said employee, whichever the case may be. No more than one (1) patrol employee per shift may be on vacation at the same time except when approved by the Sheriff or his/her designee.

ARTICLE VII
HOLIDAYS

7.1 Employees shall receive a bank of 80 hours of holiday pay. These hours shall be deposited in a holiday bank at the beginning of each year. These hours may be taken as time off during the course of the year or cashed out in November. Any employee who is hired during the year shall receive pro-rata holiday hours based on the number of full calendar months worked by the employee during the calendar year. Any employee who terminates during the calendar year for any reason, voluntary or involuntary will recognize a pro-rata reduction in the amount of remaining holiday hours. If the employee has used more than the pro-rata number of holiday hours prior to separation, the employee will reimburse the County an amount equal to the employee's hourly rate of pay times the number of excess hours used upon resignation, retirement, or termination.

7.2 In the event that an employee performs work on one of the below-named legal holidays, they shall receive one-and-one half (1.5) times their regular hourly rate of pay for all hours worked on such holiday in addition to the holiday bank listed above.

New Year's Day
Martin Luther King's Birthday
President's Day
Memorial Day
Fourth of July
Labor Day
Veteran's Day
Thanksgiving Day
Day after Thanksgiving
Christmas

7.3 Holidays shall be observed on the actual day on which the holiday occurs without regard to the policies related to Friday/Monday holidays when the holiday occurs on a weekend.

7.4 Employees shall earn 16 hours of floating holiday. These hours shall be added to the employee's floating holiday bank on January 1st of each year, or for employees who start work

after January 1st, but before June 1st, then it will be added after the first month of employment. (Unused floating holiday leave cannot be carried over from year to year.)

7.5 If the County extends Juneteenth as a County holiday during the term of the 2023-2025 CBA, it will automatically be extended to this bargaining unit.

ARTICLE VIII
SICK LEAVE

8.1 Sick Leave. Sick leave is provided to employees as a protection against loss of income in the event of absence from work for medical reasons, including extended absence due to illness or injury. In accordance with the cooperative spirit of the Agreement, the Association and the Employer agree that they will work jointly to prevent misuse of sick leave.

8.2 Employees shall accrue sick leave at the rate of 8 hours each month worked. In no event shall an employee's monthly accrual rate be less than one hour for every forty hours worked. There shall be no limit to the amount of sick leave accrued.

8.3 Accrued vacation leave may be used in lieu of sick leave when the accrued sick leave of an employee is not enough to provide leave with pay during an illness; sick leave shall not be taken as vacation time.

8.4 The use and verification of sick leave shall be in accordance with the County policy.

8.5 Sick Leave Cash out. Employees with over 720 hours of sick time accrued must cash out 24 hours per year to be paid into their VEBA at their current rate of pay. The payout will occur on the December paycheck of each year.

8.6 Sick Leave Payment Employees or their designated beneficiary shall receive a monetary payment of accumulated sick leave based on 960 hours of maximum accumulation or any portion thereof at the rate of 25% of the accumulated leave up to a maximum of 240 hours if either one of the following listed factors are met:

a) Retirement under State regulations and twenty (20) years of service with Walla Walla County, or

b) The employee has fifteen (15) years of service with Walla Walla County and the employee incurs death, regardless of being on duty or not.

8.7 Sick leave Donation. Accrued sick leave may be donated to another employee in accordance with County policy.

ARTICLE IX
BEREAVEMENT LEAVE

9.1 Upon written request, an employee shall be allowed bereavement leave of up to three (3) working days per year, based on the employee's assigned shift, to be paid at their regular rate. Additional bereavement leave may be granted on a leave without pay basis upon written request. This leave will be paid by the County in the event of the death of a spouse, child, adopted child, step-child, parent, step-parent, grandparent, grandchild, sister, brother, or those of the employee's spouse, or any person who makes the employee's home their established, permanent residence.

ARTICLE X
NOTICE OF TERMINATION

10.1 All employees shall give two (2) weeks' notice of their intention to terminate employment. In the event that the said employee does not comply with the two (2) week written notice, they thereby forfeit their right to all accrued benefits as provided for in this agreement.

10.2 Employees who are involuntarily terminated shall be entitled to accrued benefits as provided for in this agreement.

ARTICLE XI
COMPLIANCE WITH LEAVE LAWS

11.1 The County will provide maternity and family leave in accordance with all Federal, State, and local laws.

ARTICLE XII
SABBATICAL LEAVE

12.1 It is understood by both parties to this agreement that the nature of the duties required of the employees to perform their work in the Sheriff's Office promotes unusual occupational stress. In order to alleviate this situation, a sabbatical leave shall be granted to the employees. Such leave shall be in addition to the vacation as outlined in Article VI regarding scheduling and

accumulation. Employees shall be entitled to sabbatical leave, computed based on their anniversary date of employment, in accordance with the following schedule:

Years of Continuous Service	Hours per Year
1	24
2	24
3	32
4	32
5 and over	40

ARTICLE XIII
HEALTH AND WELFARE - VEBA- DENTAL- INSURANCE

13.1 Group Insurance The association shall receive health benefits from LEOFF Health and Welfare Trust under plan Fx. The County shall pay 100% of the premium for employee coverage and 75% of the premium for dependent coverage. Employees will be eligible and enrolled as of the date of hire. For benefits outside of the LEOFF Trust health insurance, the actual date that coverage becomes effective depends on the requirements described and agreed upon with the service provider.

13.2 The County shall also set up an HRA VEBA account for each member of the Association and shall make monthly employer contributions to that account totaling $300.00 per month. HRA VEBA contributions shall begin on the first full-month of an employee's employment.

13.3 Dental Plan. In addition to Health and Welfare coverage mentioned in Section 13.1, the County shall provide and pay the premium for full family dental.

13.4 Life Insurance. The County agrees to maintain a $40,000.00 life insurance policy.

ARTICLE XIV
WAGES AND CLASSIFICATION

14.1 Employees shall be compensated in accordance with the Wage Schedule attached to this Agreement and marked Appendix "A".

Retroactive to January 1, 2023, the 2022 wage schedule shall be increased by 8%.
Effective January 1, 2024, the 2023 wage schedule shall be increased by 6%.
Effective January 1, 2025, the 2024 wage schedule shall be increased by 5%.

14.2 The attached Wage Schedule, incorporating the above referenced modifications, shall be considered a part of this agreement. If a new position is established, the Employer may designate a job classification and pay rate for the position after notice to the Association. Lateral hires will be placed in the pay step according to their total years of full-time commissioned law enforcement experience.

14.3 The County shall match into a 457(b) plan, up to two percent (2%) of each employee's base salary.

ARTICLE XV
DISCIPLINE AND DISCHARGE

15.1 Employees being disciplined for reasons other than gross insubordination, dishonesty, illegal possession and/or use of drugs, insobriety, or conduct which amounts to just cause for termination, shall first be warned by the Employer that failure to correct their work, conduct or other objectionable activity will lead to termination. If such warning is given to the employee, a written documentation of such interview shall be made and retained in the employee's personnel file by the Employer. Information in the employee's personnel file will be made available to an authorized Association representative with the permission of the employee. After one year, the warning documentation will be removed from the employee's personnel file. Employees may only be disciplined for just cause.

15.2 Employees shall be covered by the attached Deputies' Bill of Rights (Appendix B)

ARTICLE XVI
GRIEVANCE PROCEDURE

16.1 A grievance is defined as a dispute involving the interpretation, application or alleged violation of a specific provision of this Agreement. A grievance may be filed by an employee, group of employees, or the Association.

Step 1: Within fourteen (14) calendar days from its occurrence, or the date on which the employee first should have reasonably become aware of it, the aggrieved employee (with an Association representative) or the Association representative shall discuss the complaint with the immediate supervisor. The supervisor shall respond in writing within fourteen (14) calendar days from the written grievance. If settled, no further action shall be taken. Any settlement must be with the concurrence of the Sheriff.

Step 2: If not resolved at Step 1, the grievance shall be submitted to the Sheriff or the BOCC, in writing and signed by the aggrieved employee, within fourteen (14) calendar days of the supervisor's written response. The Sheriff or the BOCC shall investigate the grievance and provide a written answer within fourteen (14) calendar days of the date of submission. Grievance must be presented, as outlined above, within the said periods of time; otherwise, the Association, the Employer and the employee agree that the grievance is forever waived. The Association recognizes the separation of authority between the elected BOCC and the elected Sheriff. Accordingly, the grievance procedure at Section 5.3 shall be applied so that the BOCC shall be the exclusive party to resolve grievances with an economic impact and the Sheriff shall be the exclusive party to resolve non-economic grievances. Arbitration may be the step next following the BOCC or Sheriff, as the case may be. Contract interpretation hybrid cases involving both economic and non-economic issues will be brought to the BOCC and discipline cases will be brought to the Sheriff.

Step 3: If the grievance is not resolved at Step 2, the Association may within thirty (30) calendar days, submit the grievance to binding arbitration. An extension may be granted if requested in writing. Any response shall be in writing as well. The Association shall notify the County of its decision to arbitrate the grievance in writing and shall request a list of nine (9) arbitrators form the Public Employment Relations Commission. The parties shall select an arbitrator by alternative striking with the order of striking determined by lot. If the reason for the arbitration is disciplinary in nature, the arbitrator shall be selected according to state law. The arbitrator shall set a date for hearing the grievance and shall render a written decision within thirty days of the conclusion of the hearing. The decision of the arbitrator shall be final and binding upon the parties, and the parties shall split the arbitrator's fee and costs fifty-fifty.

ARTICLE XVII
NON-REDUCTION IN BENEFITS

17.1 No benefits shall be lowered or reduced during the term of this agreement except those which are specifically set forth herein without prior written notice to the Association and an opportunity to negotiate.

ARTICLE XVIII
OUT OF CLASS PAY

18.1 Any employee who is assigned to a job title in a higher classification shall be paid at the range of the higher classification than their own step. The parties understand and agree that only one (1) person shall be assigned as an out of class "In Charge" position at any given time.

18.2 Any Sergeant who is assigned to be on-call in lieu of an exempt command staff member shall be paid at the rate of $50/day while on call.

ARTICLE XIX
GENERAL PROVISIONS

19.1 Equipment. The County shall continue to furnish such equipment as it has currently furnished in the past, and whenever possible, furnish additional equipment that will promote the safety and welfare of the Department members and will aid in the efficient performance of their duties.

19.2 Clothing Allowance. The Sheriff's Office shall provide all uniform clothing which employees are required to wear, excluding footwear. The Sheriff's Office shall pay those employees assigned to plain-clothes duty five hundred dollars ($500.00) per year for clothing costs. Each employee required to wear a uniform shall receive a cleaning allowance of $15.00 a month.

19.3 Personal Property. The County will repair or replace clothing, eye glasses, and personal property not to exceed actual cash value of such property that is damaged or destroyed in the line of duty. Nothing in this section is meant for the County to repair or replace damaged or destroyed property if the payment can be secured by court.

19.4 Shift Staffing. The County and the Association agree that shift staffing levels shall be at a minimum, three full time deputy sheriff uniformed personnel per dayshift and three per night shift. Except as otherwise provide herein, nothing in this contract shall limit the County's right to determine staffing levels.

19.5 Education and Training. The Employer shall make every effort to provide a program of in-service training for employees in the bargaining unit designed to maintain a high standard of performance and to increase the skills of employees in the bargaining unit. Training courses to be attended shall have a direct bearing on the work of the employee. Attendance at training courses shall be approved by the Sheriff or his designee. Once the Sheriff (or his designee) approves the request for training, or order an employee into training, the Employer agrees to compensate the employee for all travel expenditures (e.g., meals, lodging, and registration) following County policies.

19.6 Instructors and ancillary duties in the following disciplines shall receive a one percent (1%) premium: EVOC, DT, Firearms, Patrol Tactics, Armorers, Peer Support, Marine Patrol,

Hostage Negotiator, DARE and Less Lethal provided the employee is assigned by the Sheriff or designee as an ancillary duty and/or to serve as instructor and no more than two assignments per person.

19.7 Education Incentive Program. Employees completing the following higher education levels from accredited institutions in degree programs shall receive additional compensation as follows:

AA/AS or equivalent number of hours from a four-year college:	2% of base rate
BA/BS:	4% of base rate

19.8 Field Training Officer:

19.8.1 Corporals shall serve as the primary Field Training Officers for each Patrol Bureau squad and shall receive a premium of 3% above their base rate of pay. Corporals shall also receive "in charge" pay for any hours so worked in the absence of an on-duty sergeant.

19.8.2 Deputies who serve as FTO's shall receive a 2% premium for months in which they serve as an FTO regardless of the number of hours worked as an FTO.

19.9 Detectives: Shall receive a premium of 3% above their regular rate of pay.

19.10 K-9 Handlers: Shall receive a premium of 1% above their regular rate of pay. In addition, K-9 handlers shall receive 30 minutes of overtime per day for K-9 care.

19.11 SWAT team members: Shall receive a premium of 2% above their regular rate of pay.

19.12 Bi-Lingual: Members who are proficient in Spanish in accordance with County proficiency testing shall receive a premium of three percent (3%) above their regular rate of pay.

19.13 Physical Fitness Incentive: Upon successful completion of the modified BLEA fitness standard listed below, employees shall receive 1% added to their base pay for the following calendar year, January through December. The qualifying test shall be held twice in September with a make-up test held twice in October for each of the calendar years.

The test shall be attended while off duty, however, the parties agree that there is no waiver of any Labor and Industries (L & I) coverage or rights and employees remain protected under L &

I in the event of any sustained injury during the testing process because the test is for the benefit and purposes of the employer. The Sheriff and Association will designate one observer to sign off for successful completion of the test by employees. The County may, if desired, have an observer present as well. The modified BLEA fitness standard identified below has been agreed to by the Sheriff and Association as follows:

Age 21-31	Pushups 28	Sit-ups	34	1.5 mile run: 14:02 min.
Age 32-42	Pushups 24	Sit-ups	26	1.5 mile run: 15:22 min.
Age 43+	Pushups 20	Sit-ups	22	1.5 mile run: 17:00 min.

ARTICLE XX
USE OF RESERVE DEPUTIES

20.1 Reserve deputies shall not be regularly assigned to perform police functions normally performed by a sworn officer working in a pay status (i.e., normal beat patrol, walking beats, normal detective functions, etc.). However, the Sheriff's Office may use Reserve deputies in positions where they have been utilized previously, to supplement police services, for additional staffing for special projects, in emergencies, for traffic or crowd control, or in other short-term circumstances. If the Association believes that reserve deputies are being utilized inappropriately, it may meet with the Sheriff or his designee to discuss such disputes or disagreements and to attempt to resolve any disputes or disagreements.

ARTICLE XXI
INTEGRATION CLAUSE

21.1 The Agreement expressed herein in writing constitutes the sole and entire Agreement between the parties and no oral statement or practice or prior written agreement shall add to or supersede any of these provisions.

The parties acknowledge that each has had the unlimited right and opportunity to make demands and proposals with respect to any and all matters deemed a proper subject for collective bargaining. The result of the exercise of this right and opportunity are set forth in this Agreement.

Therefore, the Employer and the Association, for the duration of this Agreement, and any automatic or other extension thereof, each voluntarily and unqualifiedly agree to waive the right

to oblige the other party to bargain with respect to any subject or matter, whether or not specifically otherwise covered or referred to in this Agreement.

The parties further agree that this Agreement may be amended only by the written mutual consent of the parties at any time during its terms.

ARTICLE XXII
SAVINGS CLAUSE

22.1 Should any Article, Section or portion thereof of this Agreement be found to be held unlawful and unenforceable by any court of competent jurisdiction, such decision of the Court shall apply only to the specific Article, Section, or portion thereof directly specified in the decision. Upon the issuance of such a decision, the parties agree immediately to negotiate a substitute for the invalidated Article, Section or portion thereof.

ARTICLE XXIII
TERMINATION

24.1 This agreement shall be effective as of January 1, 2023 and shall remain in full force and effect until December 31, 2025. Either party can reopen negotiations on all parts of this agreement one hundred and eighty (180) days prior to termination date by submission of such request in writing to the other party.

IN WITNESS WHEREOF, the parties have hereto set their hands this 2nd Day of October 2023

FOR THE ASSOCIATION:
Walla Walla Commissioned Deputies' Association

James Greco, President

Tom Beyer, Secretary

FOR THE EMPLOYER:
Walla Walla County

Jennifer R. Mayberry, Chairman, District 1

Todd L. Kimball, Commissioner, District 2

Gunner Fulmer, Commissioner, District 3

Mark Crider, Sheriff

APPENDIX A

2023-2025 Salary Schedule

2023 Schedule

	1 (A)	2(B)	3(C)	4(D)	5(E)	6(F)	7(G)	8(H)	9(I)	10 (J)
Step	0 to 6 Months	6 to 18 months	18 months to 3 years	3 years to 4 years	4 years to 5 years	5 years through 9 years	10 years through 14 years	15 years through 19 years	20 years through 24 years	25 years +
Sergeant base pay	$6,097	$6,389	$6,686	$7,008	$7,341	$7,786	$7,865	$8,179	$8,260	$8,590
Deputy base pay	$5,404	$5,647	$5,917	$6,204	$6,490	$6,871	$6,938	$7,215	$7,289	$7,579
CAT base pay	$4,755	$4,984	$5,215	$5,466	$5,727	$6,073	$6,133	$6,380	$6,442	$6,700

2024 Schedule

	1 (A)	2(B)	3(C)	4(D)	5(E)	6(F)	7(G)	8(H)	9(I)	10 (J)
Step	0 to 6 Months	6-18 months	18 months to 3 years	3 years to 4 years	4 years to 5 years	5 years through 9 years	10 years through 14 years	15 years through 19 years	20 years through 24 years	25 years +
Sergeant base pay	$6,462	$6,773	$7,087	$7,429	$7,781	$8,253	$8,336	$8,670	$8,755	$9,106
Deputy base pay	$5,729	$5,986	$6,272	$6,576	$6,879	$7,283	$7,354	$7,648	$7,726	$8,034
CAT base pay	$5,041	$5,283	$5,528	$5,794	$6,071	$6,437	$6,501	$6,762	$6,829	$7,102

2025 Schedule

	1 (A)	2(B)	3(C)	4(D)	5(E)	6(F)	7(G)	8(H)	9(I)	10 (J)
Step	0 to 6 Months	6-18 months	18 months to 3 years	3 years to 4 years	4 years to 5 years	5 years through 9 years	10 years through 14 years	15 years through 19 years	20 years through 24 years	25 years +
Sergeant base pay	$6,786	$7,111	$7,442	$7,800	$8,170	$8,666	$8,753	$9,103	$9,193	$9,561
Deputy base pay	$6,015	$6,285	$6,586	$6,905	$7,223	$7,647	$7,722	$8,031	$8,113	$8,436
CAT base pay	$5,293	$5,547	$5,805	$6,084	$6,374	$6,759	$6,826	$7,100	$7,170	$7,457

APPENDIX B
PEACE OFFICER BILL OF RIGHTS

1. Parties' Rights.

1.1 The parties agree upon the importance of this agreement and that effective law enforcement depends upon the maintenance of stable employer-employee relations between public safety employers and their employers. It is agreed that the Sheriff has the right to discipline, suspend, or discharge Deputies who have successfully completed the probationary period of employment for just cause. Probationary Deputies are at will employees subject to current State and Federal laws. This one-year probationary period begins either upon the date of graduation from the WSCJTC Basic Law Enforcement Academy for entry level Deputies, or the date of hire for lateral transfer Deputies.

2. Bill of Rights.

2.1 In an effort to ensure that administrative investigations conducted by a Deputy or other person designated by the Sheriff are conducted in a manner which is conducive to good order and discipline, Deputies shall be entitled to the agreed upon procedures of what shall hereafter be termed as the "Peace Officer Procedural Bill of Rights (POBR). For purposes of this agreement, the terms "Peace Officer" and "Deputy" shall refer to every employee in the bargaining unit. Nothing in this agreement is meant to apply to any conversation, interview, or interrogation of a Deputy in the normal course of duty, coaching, counseling, instruction, or informal verbal admonishment by, or other routine or unplanned contact with another Deputy, Corporal, Sergeant, other supervisor, Command Staff Officer including Chief Deputies and the Undersheriff, the Sheriff, or any other public safety officer, nor shall this Peace Officer Procedural Bill of Rights apply to an investigation concerned solely with alleged criminal activities.

2.2 Every Deputy who becomes the subject of an internal administrative investigation shall be advised of the nature of the investigation at the time of their interview and prior to any questioning. Deputies may be advised of the nature of the investigation prior to the time of the Deputy's interview at the discretion of the investigator. If known at the time of the interview, Deputies should also be advised that they are suspected of:

a) Committing a criminal offense; or

b) Misconduct that may be grounds for termination, suspension, demotion, or other disciplinary action; or

c) Not being qualified for continued employment with the Sheriff's Office due to any physical, emotional, or mental condition which might adversely affect the duties, functions, responsibilities, or exercise of peace officer tasks, duties, or powers.

2.3 Any Deputy who becomes the subject of a criminal investigation shall have all rights accorded to them by the Washington State and Federal Constitutions, and by Washington State and Federal law.

2.4 The Deputy under investigation shall, at the time of an interview, be informed of the name of the officer in charge of the investigation, the name of the persons who will be conducting the interview, and the names of all other persons to be present during the interrogation. All questions directed to the Deputy shall be asked by and through no more than two interviewers at one time.

2.5 Unless it would jeopardize the investigation or endanger the complainant, and at least forty-eight (48) hours prior to any questioning, the Deputy shall be informed of the nature of the investigation and whether the Deputy is considered a witness or the accused employee at that stage of the investigation. Unless it would jeopardize the investigation or endanger the complainant, an accused Deputy should be informed of the complainant's identity, the complainant's version of what reportedly took place, when it allegedly happened, and where the complainant's version allegedly happened.

2.6 The interview of a Deputy shall be at a reasonable hour, preferably when the Deputy is on duty, unless the exigency of the interview dictates otherwise.

2.7 The parties agree that all investigative interviews may be recorded by any party, either mechanically, digitally, or by a stenographer. Although the parties recognize that there may be conversation not relating to the substance of the investigation prior to the beginning and after the ending of a recorded interview, there shall be no "off-the-record" questioning of a Deputy. Upon request, the Deputy under administrative investigation shall be provided an exact copy of any written statement the Deputy has signed, an exact copy of the recorded interview, or, at the Deputy's expense, a verbatim transcript of the interview.

2.8 The Deputy may be compelled and required to answer any questions involving non- criminal matters under investigation and will be afforded all rights and privileges to which he is entitled under the laws of the State of Washington and/or the United States. Prior to any questioning, the Deputy will be notified by a WWSO supervisor in writing and acknowledge receipt of the following:

> "You are about to be questioned as part of an internal investigation being conducted by or on behalf of the Sheriff's Office.
>
> "You are hereby ordered to answer the questions which are put to you which relate to your conduct, knowledge, mindset, opinion, and/or job performance."

"You are also ordered to cooperate with this investigation fully and answer questions truthfully, thoroughly, and forthright."

"Your failure to cooperate with this investigation or answer questions truthfully, thoroughly, and fully forthright can be the subject of disciplinary action in and of itself, including, but not limited to, suspension, demotion, and/or dismissal from employment."

"The statements you make may be used for administrative purposes but will not be used as substantive evidence in a criminal proceeding case in chief."

"You are reminded that all statements you make may be subject to public disclosure and may be used in civil lawsuits."

Deputies who are known to be the subject of a criminal investigation shall be so advised and shall also be advised of their Miranda rights prior to any questioning.

2.9 Each individual interview session shall be conducted and completed within a reasonable time taking into consideration the gravity and complexity of the issues being investigated and shall be done under circumstances devoid of intimidation or coercion. An accused Deputy shall be afforded an opportunity and facilities to contact and consult with his or her Association representative at least forty-eight (48) hours prior to any investigative interviews. The employee and the Association representative shall be provided access to any video evidence in the County's possession to review not less than 24 hours preceding the interview. An accused Deputy, before being interviewed, shall have the right to be represented by the Association representative to the extent permitted by law. The Association representative may not be a witness, other accused person, or related to the same circumstances under investigation. The Deputy shall be entitled to such reasonable intermissions as the Deputy shall request for personal necessities, meals, telephone calls, consultation with his or her representative, and rest periods.

2.10 The Deputy shall not be subjected to any profane language, threatened with dismissal, transfer or other disciplinary punishment as a guise to obtain the resignation of said employee, nor shall the Deputy be subjected to intimidation in any manner during the interview process, except that a Deputy refusing to respond to questions or submit to interviews shall be informed that failure to cooperate and answer questions related to the investigation or interview may result in disciplinary action. No promises or rewards shall be made to the accused Deputy as an inducement to answer questions.

2.11 All interviews shall be limited in scope to activities, circumstances, events, conduct, knowledge, opinion, or actions which pertain to the incident and/or circumstances which is the subject of the investigation. Nothing in this section shall prohibit the Sheriff's Office or designated

investigator from questioning the Deputy about information which is developed during the course of the interview.

2.12 An administrative investigation shall be concluded within a reasonable amount of time not to exceed one calendar year (365 days) from the date that the Sheriff's Office became aware of the alleged misconduct. The term "concluded" refers to the completion of the investigation, the Loudermill process if applicable, the final adjudication of the complaint, and written notice given to the Deputy of the final adjudication. It does not include any time required for the imposition of discipline, such as demotion or suspension.

2.13 Within a reasonable period after the conclusion of the investigation, and no later than forty-eight (48) hours prior to a pre-disciplinary hearing, the Deputy shall be advised of the results of the investigation and the recommended adjudication. Within a reasonable period after the conclusion of the investigation, and no later than five (5) calendar days prior to a pre-disciplinary hearing, the Deputy shall also be provided a copy of the investigatory file.

2.14 No Deputy shall be compelled to submit to a lie detector test against his or her will. No disciplinary action or other recrimination shall be taken against a Deputy solely for refusing to submit to a lie detector test, nor shall any comment be entered anywhere in the investigator's notes or anywhere else that the Deputy refused to take, or did not take, a lie detector test, nor shall any testimony or evidence be admissible at a subsequent administrative hearing to the effect that the Deputy refused to take, or was subjected to, a lie detector test. For the purpose of this section, "lie detector" means a polygraph, deceptograph, voice stress analyzer, psychological stress evaluator, or any other similar device, whether mechanical, digital, or electrical, that is used, or the results of which are used, for the purpose of rendering a diagnostic opinion regarding the honesty or dishonesty of an individual. This section regarding lie detectors shall not apply to either the initial application process for employment or to Deputies who are seeking promotion or assignment to a specialized, sensitive assignment.

2.15 Severability: Should any section, subsection, paragraph, sentence, clause or phrase in this Article be declared unconstitutional or invalid, for any reason, such decision shall not affect the validity of the remaining portions of this Article.

2.16 The Association recognizes the Sheriff's Office effort to improve procedures involving complaints against its members. In an effort to ensure that these procedures are accomplishing their goals, there will be a review of these procedures every odd year at a minimum in a meeting between the Association, the Sheriff, and Command Staff.

2.17 Personnel Records

2.17.1 Personnel Files Defined: Peace officer personnel records shall include any file maintained under an individual deputy's name relating to:

a. Personal data, including marital status, family members, educational and employment history, or similar information.
b Election of employee benefits.
c. Employee advancement, appraisal, or discipline.
d. Complaints, or investigations of complaints, concerning an event or transaction in which the deputy participated, or which the deputy perceived, and pertaining to the manner in which the deputy performed official duties.
e. Any other information the disclosure of which would constitute an unwarranted invasion of personal privacy.

2.17.2 Records Request Notice. The Sheriff's Office will promptly notify a Deputy upon its receipt of a public disclosure request for any information in the Deputy's personnel file. The Sheriff's Office will also provide at least seventy-two (72) hours' notice before releasing any requested documents. The Sheriff's Office will allow the Deputy and the Association the fullest possible opportunity to legally object to what the Deputy and Association believe may be unwarranted disclosures.

2.17.3 Employee Review. Each Deputy's personnel files shall be available for review by the Deputy, provided that Deputies shall not have the right to review psychological evaluations. An employee shall be permitted to read any progressive disciplinary material or counseling before it is placed in a personnel file or retained in a permanent record of work performance. The employee shall be allowed to rebut such documents in writing (such rebuttal will be attached to the file copy of document). The Sheriff's Office shall not maintain any secret personnel files not subject to appropriate inspection. A Deputy's review of their personnel file should be coordinated through the Undersheriff or Chief Civil Deputy. Such reviews will take place at a mutually agreeable time without any unnecessary delays by the Sheriff's Office. There shall be no intentional efforts by the Sheriff's Office to delay a Deputy from reviewing or copying documents located within their personnel file. Deputies may not take their personnel files from locations clearly designated by the Undersheriff or Chief Civil Deputy. The Sheriff's Office reserves the right to have a command staff officer present while Deputies review their personnel file in order to prevent the destruction, deletion, or removal of any documentation from the file. Deputies are entitled to copies of any document located within their personnel file. If such a copy is desired, the Deputy shall make such request, either verbally or in writing, to the Undersheriff or Chief Civil Deputy, who will then either standby while the Deputy makes a copy or will themselves make a copy and provide it to the Deputy. The discretion for the method to be used for making copies of information in a Deputy's personnel file lies solely with the Sheriff, Undersheriff, or Chief Civil Deputy.

2.17.4 Written reprimands shall be no longer considered active for the purpose of further progressive discipline two (2) years from the date of issuance. However, written reprimands from the preceding five (5) years may be considered in progressive discipline procedures when related to a similar conduct, performance, or attendance deficiencies.

2.18 "Brady" designation.

2.18.1 A disciplinary action, or denial of promotion on grounds other than merit, shall not be undertaken by the Sheriff's Office against any Deputy solely because that Deputy's name has been placed on a Brady list, or that the Deputy's name may otherwise be subject to disclosure pursuant to Brady v. Maryland (1963) 373 US. 83.

2.18.2 The provisions of subsection 2.18.1 shall not prohibit the Sheriff from taking disciplinary action, denying a promotion on grounds other than merit, or taking other personnel action against a Deputy based on the underlying acts or omissions for which that Deputy's name was placed on a Brady list, or may otherwise be subject to disclosure pursuant to Brady, if the actions taken by the Sheriff's Office otherwise conform to this agreement and the policies, rules, procedures, vision, mission, core values, and code of ethics adopted by the Sheriff's Office. If the Department submits Brady designation materials to the prosecutor, it will provide notice of that action to the impacted employee.

2.18.3 Evidence that a Deputy's name has been placed on a Brady list, or may otherwise be subject to disclosure pursuant to Brady, shall not be introduced for any purpose in any administrative appeal of a disciplinary action, except as provided in subsection 2.18.4.

2.18.4 Evidence that a Deputy's name was placed on a Brady list may only be introduced if, during the administrative appeal of a disciplinary action against a Deputy, the underlying act or omission for which that Deputy's name was placed on a Brady list is proven and the Deputy is found to be subject to some form of disciplinary action. If the hearing officer, arbitrator, or other administrative appeal tribunal finds or determines that a Deputy has committed the underlying acts or omissions that will result in a disciplinary action, denial of a promotion on grounds other than merit, or any other adverse personnel action, and evidence exists that a Deputy's name has been placed on a Brady list, or may otherwise be subject to disclosure pursuant to Brady, then the evidence shall be introduced for the sole purpose of determining the type or level of disciplinary action to be imposed.

2.18.5 For purposes of these subsections, "Brady list" means any system, index, list, or other record containing the names of Deputies whose personnel files are likely to contain evidence of dishonesty or bias, which is maintained by a prosecutorial agency or office in accordance with the holding in Brady v. Maryland (1963) 373 U.S. 83

2.19 Lethal use of force and critical incidents

2.19.1 Statement of Purpose. The parties recognize that adequate training is critical for preventing unnecessary use of force and for minimizing the impact on a deputy who is involved in a situation where force must be used. The Office recognizes its obligation to provide adequate training

in this area, including the reactions of deputies in critical instances and in dealing with problems that result after being involved in a critical incident.

2.19.2 Procedures. Any time a major incident occurs involving lethal use of force as defined in the Office's Policy and Procedures Manual, the following will apply:

2.19.2.1 Upon arrival at a scene where use of force has taken place, representatives of the Office shall only require from the deputy a public safety statement. A Public safety statement shall be limited to such things as outstanding suspect information, direction(s) of any shots fired, perimeter of the incident scene, identity and location of known or potential witnesses, and other information needed to ensure the public's safety.

2.19.2.2 The Office will inform the deputy involved in the incident that they have the right to be allowed access to any of the following as soon as possible:

a. Their spouse;
b. The Association's attorney and the attorney's agents;
c. The deputy's personal attorney;
d. Psychologists, psychotherapists, or ministers; and
e. Office approved peer support counselor.

Any discussions about the incident that the deputy has with the above-mentioned personnel shall be confidential.

2.19.2.3 The Office will conduct a thorough and competent investigation of the incident, including using the appropriate techniques for preservation of the scene if relevant where the use of force took place. All completed reports and findings from this investigation will be made available to the Association upon request. If the Office must preserve a chain of custody for weapon or weapons utilized in the incident, the deputies will be immediately issued replacement weapons of the type seized unless it is clearly inappropriate to do so.

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

2.19.2.5 Unless absolutely critical to apprehend the suspect(s) or ensure public safety, no statement, other than the public safety statement, will be required within 48 hours after the incident. The interview of the deputy involved in a critical situation will be done under circumstances intended to minimize the traumatic effect of the interview on the deputy.

The interviews will not be compelled during the criminal investigation; however, after the interview is completed for the criminal investigation, a deputy may be compelled to answer administrative questions for administrative policy purposes. The deputy will be given reasonable breaks and periods to prepare for the interview, and be given access to the Association's attorney, attorney's agents, the deputy's personal attorney, and/or an association representative. to be present during the interview upon request. If requested, and at the sole discretion of the Sheriff, the interview may be postponed until the deputy has been able to seek professional counseling.

2.19.2.6 At the request of the deputy, or the option of the Office, the deputy may be placed on paid temporary administrative duty and assigned to home or other administrative areas.

2.19.2.7 While on paid temporary administrative assignment, the Office will allow access to the deputy's choice of counselors or doctors without loss of pay or benefits to the deputy.

2.19.2.8 When either the deputy or the Office believes that the deputy should return to the deputy's regular assignment, at the Office's option, the deputy will provide a Return to Duty form and letter from his treating counselor or doctor indicating that the deputy is ready to return to his regular duties or to modified duties. The Office, at its option, may request an independent medical exam, which will be conducted in conformity with the procedures outlined in this agreement, the WWSO Policy Manual, and the Americans with Disabilities Act (ADA).

2.19.2.9 If returning to modified duty, the deputy will be encouraged and allowed full access to counselors without loss of pay or benefits to the deputy until the deputy returns to full duty.

2.20 Medical or Psychological Examinations.

2.20.1 The Sheriff's Office retains the right to require Deputies to submit to medical and/or psychological examinations whenever circumstances reasonably indicate that a reasonable person would inquire as to whether an employee is still capable of performing his or her job. Specifically, the Employer must have a genuine reason to doubt whether an employee can perform job-related functions. If the examining professional conducting the medical or psychological evaluation requests any relevant medical history of the employee, that medical history information shall only be released by the employee to the examining professional.

2.20.2 The examining professional shall issue a written report to the Employer, as the client, provided however, the employee shall have the right to meet with the examining professional to discuss the evaluation results. The examining health care provider will provide the Office with a

report indicating that the employee's ability to perform job duties. The scope of the requested fitness for duty report shall be confined to the physical or psychological condition that prompted the need for the examination. If the employee places his/her condition at issue in any subsequent or related administrative action/grievance, the examining physician or therapist may be required to disclose any and all information which is relevant to such proceeding.

2.20.3 If the employee believes that the conclusions of the examining professional are in error, he/she may obtain an additional examination at his/her own expense. The Employer will provide the employee's examining professional with documents which were utilized by the Employer's examining professional. Upon the conclusion of the employee's examining professional, the employee may be required to submit to a third independent examination at employer's expense.

2.20.4 Should an employee grieve a disciplinary or discharge action taken based upon the examination, the Employer should, barring any legal restrictions or requirements, allow release of the examination and supporting documents upon which it relies for the action, and all other prior examinations of the employee, upon the written request of the employee.