

AGREEMENT
between
SKAMANIA COUNTY, WASHINGTON

and

SKAMANIA COUNTY LAW ENFORCEMENT GUILD

January 1, 2013 through December 31, 2016

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PREAMBLE

This Agreement is made and entered into by and between SKAMANIA COUNTY, WASHINGTON, hereafter referred to as the "County" and the Skamania County Law Enforcement Guild, hereafter referred to as the "Guild."

The parties have entered into this Agreement to set forth wages, hours and working conditions for bargaining unit employees. The parties recognize that the interests of the community and job security for employees depend upon the employer's success in establishing proper services to the community.

ARTICLE 1 - RECOGNITION

The County recognizes the Guild as the exclusive bargaining agent for two (2) separate bargaining units. The first bargaining unit shall consist of "uniformed personnel" as defined in RCW 41.56 et seq. and shall include all regular full-time and regular part-time Deputy Sheriffs and Patrol Sergeants. The second bargaining unit shall include all regular full-time and regular part-time Corrections Officers, Telecommunicators, Community Service Officers, Civil Deputies, Animal Control Officer and Corrections Sergeants employed by Skamania County. Excluded from both bargaining units shall be the Sheriff, Under-Sheriff, Chief Criminal Deputy, Chief Civil Deputy, Chief Patrol Deputy, Jail Superintendent, Supervisors, administrative positions appointed under RCW Title 39, temporary employees who have had a total County employment of 120 or fewer days per calendar year, and all other employees.

ARTICLE 2 - GUILD SECURITY

All employees of the Sheriff's Office who are members of the Guild on the effective date of this Agreement shall remain members of the Guild as a condition of employment during the term of this Agreement.

ARTICLE 3 - CHECK-OFF OF DUES

3.1 All employees who are, or who become members in good standing in the Guild on or after the effective date of this Agreement, shall maintain their membership in good standing in the Guild. All employees who are not now members in the Guild and all new employees hereafter employed shall, within thirty (30) days from their first date of hire, or within thirty (30) days from the effective date of this Agreement, whichever is later, become and remain members in good standing in the Guild, or pay a service fee to the Guild not exceeding the amount of regular Guild dues and initiation fees and not exceeding the maximum agency fee that may be assessed as a matter of law.

3.2 Fair share and religious tenets exception. Employees may elect to not be members of the Guild, and instead pay a fair share fee to the Guild for Collective Bargaining and contract administration services rendered by the Guild as exclusive representative of employees covered by their Agreement. The right of non-association of members of the Skamania County Sheriff's Office based on bona fide religious tenets or teachings of a church or a religious body

of which such public employee is a member shall be protected at all times and such public employees shall pay such sum in such manner as is provided in RCW 41.56.122.

3.3 The Guild will notify the Employer in writing of the failure of any employee to comply with any of the applicable provisions of this Article. The Employer agrees to advise the employee that his employment status is in jeopardy and that failure to meet the applicable requirements of this Section will result in termination of his employment within ten (10) days. If compliance is not attained within the aforementioned ten (10) days, the Employer shall terminate the employee.

3.4 The Employer agrees that such dues, initiation fees and fair share payments as are collected by authorized payroll deductions pursuant to RCW 41.56.110 shall be forwarded to the address and individuals specified by the Guild on a regular payroll schedule. If feasible and if requested by the Guild, the County will make such payments to the Guild designated financial institution accounts via electronic funds transfer (EFT). No dues, initiation fees or fair share payments shall be deducted from an employee's pay unless the employee has executed and provided the Employer and the Guild with individual copies of the required authorization form. No additional payroll deductions are authorized except as specified herein.

3.5 The Guild shall defend, indemnify and hold the Employer harmless against any claims, including any claim brought by a Fair Share member for violation of the Fair Share rights, brought against the Employer by an employee arising out of the Employer making a good faith effort to comply with this Article, including costs and attorney fees.

ARTICLE 4 - WORK SCHEDULE

4.1 The normal workday shall consist of not less than eight (8) but not more than twelve (12) consecutive hours within a twenty-four (24)-hour period. The normal work year shall approximate 2080 hours per year.

4.2 7(k) Cycles

A. The county has elected and the parties have agreed to a 7(k) work cycle for the following classifications of employees: Deputy Sheriff, Sergeant, Corrections Officer, Corrections Sergeant. Positions within these classifications may be assigned to either of the following 7(k) work cycles:

- (1) 27-day cycle with a 9-day rotation
- (2) 28-day cycle with a 7-day rotation

B. Straight time hours shall not exceed one hundred and sixty-five (165) hours in a 27-day cycle and one hundred and seventy-one (171) hours in a 28-day cycle. Straight time hours shall be scheduled with consecutive workdays followed by consecutive days off.

C. The Sheriff will notify each 7(k) cycle employee in writing of their assigned cycle, to include days on and days off and work hours, immediately after the effective date of this Agreement.

4.3 The work cycles and/or rotations set forth in Article 4.2(A) may be changed in accordance with Section 4.8 below.

4.4 An advisory board consisting of three (3) employees appointed by the representatives of the bargaining unit shall meet with the Sheriff to provide input into planned work cycle changes.

4.5 For employees who are in controlled status and required to be on duty during the meal period, the meal period shall be considered time worked. It shall not be considered time worked for employees who are not in controlled on-call status and not required to work during the meal period.

4.6 Each member of the bargaining unit may be allowed to trade shifts or work cycles with other members, subject to approval of the Sheriff or his designee.

4.7 Each employee shall be granted two (2) fifteen (15)-minute rest periods each day, one (1) rest period to be taken during the shift worked prior to lunch, and one (1) rest period to be taken during the shift worked after lunch. Employees working shifts that are more than ten (10) hours shall be granted three (3) fifteen (15)-minute rest periods. Rest periods are to be considered as time worked.

4.8 All shift changes shall be preceded by two (2) weeks written notice of the shift change, and all work rotation cycles shall be preceded by thirty (30) days notice, except where the Sheriff determines that an emergency exists, act of God, or condition beyond the control of the Sheriff, in which case, written notice requirements may be waived. All 7(k) cycle changes shall be preceded by thirty (30) days notice. Notice requirements may also be waived if mutually agreed upon by the Sheriff and employee(s).

4.9 Shift changes for which the appropriate two (2)-week written notice has not been given shall be paid at the rate of one and one-half (1-1/2) times the regular rate of pay for all hours worked outside of the unchanged shift as well as the regular rate of pay for all hours worked in the unchanged shift.

4.10 Definitions:

Cycle: period used to compute hours of work per Fair Labor Standards Act (7K)

Work Rotation Cycle: assigned days on duty and days off duty

Emergency: unforeseen or unanticipated combination of circumstances which calls for immediate action.

4.11 K-9 FLSA Compensation and Work Schedule: The K-9 MOA of September 1, 2010, will be continued and added to this Agreement as Appendix F.

(1) K-9 handlers of the SCSO will be scheduled to work on-duty for a work shift of four (4) consecutive nine (9) consecutive-hour workdays during each workweek. This equates to a total of thirty-six (36) hours of regularly scheduled work each workweek.

(2) K-9 handlers will have an additional four (4) paid hours per seven (7)-day workweek that the K-9 handler may schedule and use at his/her discretion for the care, feeding, grooming, maintenance and/or other necessary duties associated with maintaining their K-9. The parties agree that four (4) hours per workweek is a reasonable estimate of the actual time required to complete compensable duties to care for the K-9 outside the regular workday.

(3) Combining the schedule workweek hours listed in **number 1** above with the discretionary maintenance hours listed in **number 2** above, provides that a K-9 handler will regularly be compensated for a total of forty (40) hours worked each workweek when working a seven (7)-day cycle.

(4) K-9 handlers of the SCSO may be scheduled to work on one (1) of the patrol teams to cover the absences or to supplement normal staffing levels. When working these temporary or full-time assignments, the K-9 handlers will work nine and one-quarter (9.25) consecutive-hour workdays, but will receive five (5) hours per week of compensation as a reasonable estimate of actual compensable K-9 care duties when working a nine (9)-day cycle.

(5) The parties intend that the four (4) discretionary paid hours (seven (7)-day cycle) and five (5) discretionary paid hours (nine (9)-day cycle) will fully compensate the K-9 handler for regular maintenance and care of the animal. K-9 handlers shall not be entitled to a call back premium when duty concerns emergency care of their animal, except when the emergency care is a direct result of a use of force incident or drug related incident, which involved the K-9 handler and their animal.

ARTICLE 5 - OVERTIME

5.1 All work which has been authorized by Supervisory or Command Personnel and is performed in excess of the scheduled work day or work week shall constitute overtime and shall be paid at time and one-half (1-1/2) the employee's regular rate of pay. A work day is defined as a twenty-four (24)-hour period commencing with the start of the employee's regularly scheduled work shift.

5.2 All overtime shall be compensated at the rate of one and one-half (1-1/2) times the regular rate of pay, or at the option of the employee, compensatory time will be accrued at the same one and one-half (1-1/2) times the regular rate. Compensatory time may be accrued to a maximum of twenty-four (24) hours in a compensatory time bank. Any accrued compensatory time beyond twenty-four (24) hours shall be paid to the employee.

5.3 Overtime shall be computed to the nearest one-quarter (1/4) hour. If the employee submits and overtime sheet that is denied, the employee shall be provided a copy of the denial within three (3) business days.

5.4 Call-back time on an employee's regular scheduled work day shall be compensated at a minimum of two (2) hours overtime pay regardless of the actual amount of

time spent. If he is required to stay longer than two (2) hours, he shall be paid overtime for actual time spent in excess of two (2) hours. If an employee is on vacation, he will be compensated for a minimum of four (4) hours pay at the overtime rate.

5.5 Call-back time on an employee's scheduled day off shall be compensated at a minimum of three (3) hours overtime pay regardless of the actual amount of time spent. If he is required to stay longer than three (3) hours, he shall be paid overtime for the actual time spent in excess of three (3) hours. When the assignment that resulted in the employee's call-back status is completed, the employee shall be released from work.

5.6 Travel to and from mandatory training outside of Skamania County shall be compensated at each employee's appropriate rate of pay.

ARTICLE 6 - HOLIDAYS

The County recognizes that the employees of the Sheriff's Office do not receive every holiday off inasmuch as the facilities and services of the Sheriff's Office cannot be curtailed during these periods. Therefore, all employees of the Sheriff's Office whose normal work year schedule precludes the observance of holidays, shall receive a total of seventeen (17) additional days pay annually as their total compensation for all holidays during the calendar year.

ARTICLE 7 – VACATIONS

7.1 Vacations shall be earned by employees as shown in Appendix B. Employees who, as of January 1, 1995, were accumulating vacation at a rate in excess of Appendix B shall not have their vacation accrual reduced as a result of this agreement, but shall be frozen at their current accrual rate.

7.2 Part-time employees shall receive prorated vacation credits for the number of hours they work monthly, relative to the normal monthly hours of a full-time employee.

7.3 Employees are encouraged to take vacation time when it accrues. The maximum accrual of vacation is three hundred eighty (380) hours. Employees who are over the cap will have one year to reduce their total below the cap.

7.4 Vacation schedules must be approved, in writing, by the Sheriff or his designee. Vacation preference shall be on the basis of seniority by division for all employees assigned to the Sheriff's Office. Vacation bids shall be in by December 1 of each year, and the requests made by December 21, and the schedule completed and posted by January 31. To further facilitate this schedule, shift bidding will start November 1 or earlier and will be finished by December 1 and posted. Thereafter, vacation requests must be submitted in writing at least twenty-one (21) days prior to the time desired and will be approved or denied within fifteen (15) days of the date of request. The parties recognize and agree that regularly scheduled days off, which are consecutive with vacation days, are not subject to schedule change except in the event of an emergency as defined in section 4.8.

7.5 Upon termination of employment, an employee with more than one (1) year of service with the County shall be paid for all earned and accumulated vacation and holidays at the employee's rate of pay, not to exceed three hundred eighty (380) hours.

7.6 Employees shall receive pay for any unused vacation up to a maximum of three hundred eighty (380) hours. Thereafter, vacation will be taken or lost. However, when vacation was timely requested and was denied and such denial caused the employee to exceed three hundred eighty (380) of vacation, such excess hours will be paid to the employee.

7.7 Employees who are scheduled to work an eight and one-half (8-1/2) hour full-day schedule will use eight and one-half (8-1/2) hours of vacation per full day. Vacation may be taken in one-half (1/2)-hour increments.

7.8 Effective January 1, 2006, an employee may cash out accumulated vacation each year subject to the following conditions:

(A) An employee may cash out no more than eighty (80) total hours of accumulated vacation leave per calendar year.

(B) After cash out, an employee must have a minimum of eighty (80) hours remaining in the employee's annual vacation bank;

(C) An employee must use at least eighty (80) hours vacation leave (including donated leave) during the calendar year. Eligibility for cash out will be based upon vacation leave balance and planned usage of vacation leave at the time of the employee's written request.

(D) Only vacation leave hours actually accrued, as of the time of the employee's written request for cash out, will be counted to determine eligibility for the vacation cash out;

(E) An employee may submit a written vacation cash request in April and/or November of each year, with payment for cashed out vacation to be included in the employee's next regular payroll;

(F) The rate of pay for vacation leave cashed out will be the employee's base pay in effect on the date of the cash out payment.

ARTICLE 8 - SICK LEAVE

8.1 All regular employees will accrue sick leave at the rate of nine (9) hours for each full month of service. Sick leave accumulated in one (1) year may be carried over to succeeding years.

8.2 Employees covered by the LEOFF Retirement System prior to October 1, 1977, will apply for disability leave under the LEOFF Retirement System for absences of more than seventy-two (72) hours duration. When an employee applies for disability leave, the commencement of the disability leave shall be as of the first (1st) hour that the employee was

unable to work. Any sick leave which is subsequently covered by an approved disability leave shall be restored to the affected employee.

8.3 When L & I makes a decision to allow a claim, the employee shall turn said checks over to the County and will be paid their full base salary without being required to use accumulated leave to make up the difference between Worker's Compensation and the employee's base salary. If a period of time elapses from the application for Worker's Compensation and the receipt of payment from L & I, said employee will turn over said payment and have their leave restored for the period. At six (6) months from the date of the claim and each six (6) months thereafter, the Board of County Commissioners shall review the situation and determine if the employee shall be required to use sick leave and/or annual leave to make up the difference between the compensation from L & I and employee's regular salary from the point of review.

8.4 An employee who leaves County employment because of retirement due to age, disability or death, shall be paid for one-hundred percent (100%) of accumulated and unused sick leave at the employee's then current regular rate of pay to a maximum of one thousand (1,000) hours. In case of death, payment upon the same basis shall be made to the deceased employee's estate.

8.5 An employee who leaves County employment because of reasons other than retirement or death shall be paid for fifty percent (50%) of accumulated and unused sick leave in excess of four hundred (400) hours at the employee's then current rate of pay. This section shall not apply to any employee hired after January 1, 1982.

8.6 Sick leave shall not accrue during leaves of absence without pay or layoffs.

8.7 Sick leave shall be taken and charged in minimum increments of one-half (1/2) hour.

8.8 After reaching the maximum sick leave accrual in any twelve (12)-month period, an employee shall be credited eight (8) additional bonus vacation hours to be used in the following twelve (12)-month period. Sick leave for bereavement purposes, granted in accordance with Section 8.9(e) of this Article will not be charged as a disqualification for such vacation bonus hours.

8.9 Sick leave may be granted for the following reasons only:

- (a) Illness or injury which incapacitates the employee to the extent that he/she is unable to perform his/her work.
- (b) Enforced quarantine of the employee by appropriate authority.
- (c) Health Care Provider Treatment.
- (d) Any purpose permitted by the Family Medical Leave Act (FMLA), the Revised Code of Washington (RCW) including RCW 49.12 and 49.78 and/or the Skamania County FMLA policy.

- (e) Serious illness in the immediate family not covered by Section 8.9(d) above, which necessitates attendance of the employee. Leave for such reason shall be limited to three (3) work days in any one instance, unless by mutual agreement between the County and the employee. "Immediate family" includes persons related by blood or marriage or legal adoption in the degree of consanguinity (related by blood lineage) or wife, husband, parent, grandparent, brother, sister, child, grandchild of the employee, but not aunt, uncle, cousin, niece or nephew unless living in the employee's household.
- (f) Death in the immediate family requiring the attendance of the employee. Leave for such reason shall be limited to three (3) work days in any one (1) instance, without special approval from the Department head. Additional days may be granted if warranted by the situation and by mutual agreement between the County and the employee. Leave with pay of up to four (4) hours may be granted when an employee serves as a pallbearer.

8.10 If the County believes that there is reasonable suspicion to believe that an employee used sick leave inappropriately, or for absences of three (3) days or more the County may require verification that the employee used sick leave for such treatment.

8.11 Sick leave shall be reported at the beginning of any period of absence to the Sheriff or a person designated to act on his behalf.

ARTICLE 9 - OTHER LEAVES

9.1 Jury duty:

- (a) An employee shall continue to receive his regular salary for any period of required service as a juror or witness when subpoenaed to testify in matters not related to his official duties on his normal working days.
- (b) All monies received as witness fees or pay for jury duty shall be surrendered to the County, except for 1) monies received for such duty on the employee's regular day or days off, and 2) meal and travel reimbursement received when the County has not provided meals or transportation.
- (c) If an employee is called for witness duty on a scheduled work day, said employee shall report immediately for work following dismissal by the court, if the employee's scheduled shift is still in progress unless after reporting to work, there would be two (2) hours or less remaining in the employee's shift.
- (d) If an employee is called for jury duty on a scheduled work day, and if (1) sufficient coverage is available for said employee's previously scheduled shift without overtime hours being required and if (2) the employee has given the County sufficient notice of his or her jury service so that the County may meet any and all notice requirements to change an employee's shift to cover for said employee (or such notice requirements are mutually waived), then the County will schedule said employee to work on day shift. As soon as the jury duty is

completed for any given day, the employee will immediately report for work, if the employee's scheduled shift is still in progress unless after reporting to work, there would be two (2) hours or less remaining in the employee's shift.

9.2 Educational leave: An employee may, upon request, be granted a leave of absence without pay for educational purposes to attend an accredited institution when it is related to his employment. The period of such leave may be for one (1) year at the request of the employee. Requests for educational leaves and educational leave renewals will be granted at the discretion of the Sheriff.

ARTICLE 10 - SENIORITY

10.1 Seniority as used in this Agreement is determined by the length of an employee's continuous service with the Sheriff's Department since his last day of hire.

10.2 Upon written request from the Guild, the County will provide the Guild with copies of the seniority list within seven (7) days of the Guild's written request. Once every six (6) months, the County shall post the list in conspicuous places available to the employees.

10.3 An employee shall lose all seniority in the event of voluntary quitting or discharge.

ARTICLE 11 - LAYOFF AND RECALL

11.1 In the event of a reduction in force, qualified employees shall be laid off in the inverse order of their seniority in their classification.

11.2 Subject to the above provision, any employee who is to be laid off who has advanced to his present classification from a lower classification in which he held a permanent appointment shall be given a position in a lower classification in the same department. His seniority in the lower classification shall be established according to the date of his permanent appointment to that classification.

11.3 Qualified employees shall be called back from layoff in inverse order of layoff. Recall preference shall terminate within one year from the date of layoff, at which time the layoff shall be deemed permanent.

ARTICLE 12 - NON-DISCRIMINATION

12.1 All references to employees in this contract designate both sexes, and wherever the male gender is used, it shall be construed to include male and female employees.

ARTICLE 13 - MANAGEMENT RIGHTS

The management of the County and the direction of the work force is vested exclusively in the County subject to the terms of this Agreement, including but not limited to:

1. Direct the work of its employees.

2. Hire, promote, demote, transfer, assign and retain employees in positions within the County.
3. Suspend or discharge employees for proper cause.
4. Maintain the efficiency of governmental operation.
5. Relieve employees from duties because of lack of work.
6. Take actions as may be necessary to carry out County services in case of emergencies.
7. Determine the methods, means and personnel by which operations are to be carried out.

This Article in no way sets aside an employee's or the Guild's right to use the grievance procedure contained herein to enforce the provisions of this contract.

ARTICLE 14 - GUILD REPRESENTATIVES

14.1 The Guild shall provide the County, in writing, the names of its current Executive Board members. The Guild shall inform the County of any changes in its Executive Board members. Up to two (2) members of the "uniformed personnel" bargaining unit and up to two (2) members of the "non-uniformed personnel" bargaining unit may be selected by the Guild to serve as authorized Guild Stewards and certified, in writing, to the County.

14.2 The selected Stewards shall be allowed up to an aggregate total of forty-eight (48) hours per bargaining unit per calendar year paid time off for conducting Guild business, including investigating grievances, attending grievance meetings and attending negotiation meetings.

14.3 The Guild Stewards, or authorized representatives of the Guild (non-County employee), shall have the right to investigate conditions on any job at reasonable hours. Permission must first be secured from the Sheriff or his authorized representative. Such activity shall not interfere with the progress of work.

14.4 On request, the County shall furnish a listing of all active employees within the bargaining unit.

14.5 Guild Officers shall report time spent on paid release time through such reasonable mechanisms as the County may from time to time determine.

14.6 Bargaining unit employees may use County equipment for Guild business in accordance with the County's existing policy paying a reasonable fee for such use.

ARTICLE 15 - HEALTH & WELFARE

15.1 (A) Effective January 1, 2010, and for the term of this Agreement the Health and Welfare plans and benefit levels provided to employees and their dependents will be those that were in effect on January 1, 2010,.

(B) Effective January 1, 2010, and for the term of this Agreement, each employee shall contribute five percent (5%) of the applicable insurance premium cost based on such employee's health insurance tier level. The County shall pay the remaining ninety-five percent (95%) of such health insurance premium.

(C) The County shall have no obligation to impact bargain changes initiated by the insurance providers to the Health and Welfare plans in effect as of January 1, 2010, unless the cost impact to an employee and/or the employee's dependents results in an out of pocket cost to the employee and/or the employee's dependents in excess of \$250.00 per plan year. This waiver of impact bargaining by the Guild will not apply to changes to deductibles or co-pays. The County agrees that the above impacts bargaining waiver does not allow the County to unilaterally increase stop loss amounts of the current Health and Welfare plans.

(D) Should the insurer discontinue any of the current insurance plans, the County shall notify the Guild, in writing, and as soon as practical shall make available to the Guild a summary and available plan documents of the existing plan and the insurers proposed plan(s). The County and the Guild will then bargain the impacts of the insurer's discontinuance of the plan(s).

15.2 The County agrees to provide blanket liability insurance providing protection for possible claims arising out of any tort alleged against any County employee, while performing his official duties. Such insurance shall also cover all costs, including attorney fees, connected with proposed or threatened suits and negotiated settlements, to the limits specified in the policy.

15.3 The County will continue to participate in pension benefits for each employee in the LEOFF, Public Safety Employees Retirement System (PSERS), and/or Washington State Public Employee Retirement System, whichever is applicable.

15.4 The above-mentioned insurance plans may include coordination of benefits.

15.5 For the term of this Agreement, an IRC Section 125 Plan will be made available to all employees.

15.6 For the term of this Agreement, the County shall pay forty dollars (\$40.00) towards the cost of disability insurance, WACOPS, AFLAC or another disability plan selected by the employees.

15.7 (A) Effective and retroactive to January 1, 2008, the County shall implement a pre-retirement and post and a post-retirement VEBA Trust plan and account for the benefit of all Guild-represented employees.

(B) Effective and retroactive to January 1, 2008, the County shall contribute an additional sixty dollars (\$60.00) per month to each employee's VEBA Trust Account.

ARTICLE 16 - BULLETIN BOARDS

The County agrees to make available a bulletin board or other similar space in each work division within the Sheriff's Department to be used by the Guild for posting notices applicable to bargaining unit employees. The Guild shall limit its posting of notices or other documents in County facilities to such spaces.

ARTICLE 17 - RATES OF PAY

17.1 Rates of pay, salary schedules and steps as set forth in this Article are incorporated into this Agreement as Appendix A.

17.2 Progression within the applicable pay range will be as follows: each newly appointed employee (other than those hired for temporary periods) will advance one step from his starting salary on the first of the month nearest six (6) months after this appointment. The date of this advancement will become his annual step increase date for subsequent one-step advancements. An employee's step increase may be delayed up to twelve (12) months at the specific request of the Sheriff, based on below average Sheriff's Office evaluation marks. If an employee has had his step increase delayed because of a below average Department evaluation, the Sheriff or designee shall reply to the employee as to the specific reason that said step increase is delayed with a copy to the Guild and the employee. This in no way prevents an employee from utilizing the grievance procedure contained therein.

17.3 The rate of pay for any position not covered by Appendix A, or for any positions which may be established during the life of this Agreement, excluding elective, supervisory and administrative positions, shall be subject to negotiation between the County and the Guild.

17.4 Part-time employees shall be paid the appropriate hourly rate for their classification and experience.

17.5 If non-bargaining unit employees receive a general cost-of-living increase in excess of the bargaining unit during the term of this Agreement, the excess will be given to the employees of this bargaining unit.

17.6 Longevity Pay.

(A) The parties hereby incorporate by reference the longevity plan set forth in the Skamania County classification study conducted during 1997.

(B) Longevity pay shall be paid to each eligible employee based on continuous years of service with Skamania County as of November 30 of each year. An otherwise eligible employee must be on the payroll on November 30 of any year to be eligible for longevity pay for that year. The schedule for longevity pay for years after 1999 shall be adjusted by any general wage adjustment applied to the County's salary schedule.

(C) Effective January 1, 2013, the schedule for longevity pay shall be adjusted as follows:

5-14 years of service	\$325.00
15-19 years of service	\$525.00
20-24 years of service	\$725.00
25 or more years of service	\$925.00

(D) Each regular full-time or part-time employee who completes the continuous period of service with Skamania County listed above shall be eligible for longevity pay. Payment (less any applicable taxes) will be reflected in his/her November paycheck annually.

ARTICLE 18 - CLOTHING ALLOWANCE-SERVICE WEAPONS-MILEAGE

18.1 The Employer shall purchase, replace or provide compensation for clothing, uniforms and other equipment as designated by the Sheriff, and shall make all necessary replacements as needed. In addition, each employee shall receive \$24.00 monthly allowance for repair and cleaning of their uniforms.

18.2 The County will purchase for each employee covered under this Agreement, a standard service sidearm and two (2) standard sets of handcuffs, holster and leather gear which the employee will maintain and return to the county upon termination of service. The County shall determine the standard service sidearm and handcuffs to be purchased. The County will provide adequate ammunition as determined by the Sheriff on a monthly basis for those requesting the same to maintain their weapons proficiency.

18.3 The County Sheriff shall provide each Road Deputy with a second-chance flak vest or appropriate substitute when the employee is on duty.

18.4 All employees required by the County to use their private cars for official business as directed by the County, shall be compensated at the IRS rate currently in effect. Maximum use shall be made by the County of County-owned vehicles in order to avoid use of the employee's cars. Compensation shall not be made for employee travel from home to work and return.

18.5 The County shall provide reimbursement for new or replacement uniform items for employees assigned to the following Divisions on a yearly basis:

Patrol Division	\$ 550.00
Corrections and Civil Divisions	\$ 450.00

Effective January 1, 2013, instead of a uniform allowance for non-detectives, there will be a "repair and replace" system. Detectives will continue to receive their uniform allowance.

18.6 When the County purchases new ballistic vests for bargaining unit employees, the County will offer the employee an opportunity to upgrade the protection level of the vest at the employee's expense. If the employee elects to upgrade the protection level, the employee shall pay the additional cost for the upgrade prior to the County's purchase of vests. The vest shall either remain the County's property and the employee will not be reimbursed for the cost of the upgraded vest upon separation of employment or the employee may pay the County for the County's share of the cost of the vest and the employee may then keep the vest.

18.7 The MOU of July 18, 2007, related to taxable issues with meals and uniforms will be added to this Agreement as Appendix G.

ARTICLE 19 - BURIAL BENEFITS

The County shall make available to any bargaining unit employee killed in the line of duty, such burial plots and other burial services as may have been donated to the County for such purposes. The parties agree that the County shall not incur any expense in connection with burial benefits under this Article and that all expenses associated with such burials or related services shall remain the responsibility of the individuals involved.

ARTICLE 20 - STRIKES AND LOCKOUTS

The County and the Guild recognize that the public interest requires the efficient and uninterrupted performance of all County services, and to this end pledge their best efforts to avoid or eliminate any conduct contrary to this objective. Neither the Guild nor the County shall cause, engage in, or sanction any work stoppage, strike, lockout, slowdown, or other interference with County functions. Employees who engage in any of the foregoing actions shall be subject to disciplinary action.

ARTICLE 21 - GRIEVANCE PROCEDURE

21.1 The purpose of this grievance procedure is to provide for an orderly method for resolving grievances. A determined effort shall be made to settle any such differences at the lowest possible level in the grievance procedure, and there shall be no suspensions of work or interference with the operations of the Department.

21.2 For the purpose of this Agreement, a grievance is defined as only those disputes involving the interpretation, application or alleged violation of any provision of this Agreement.

21.3 The following steps shall be observed in the grievance procedure:

STEP 1: The employee or the Guild shall present the grievance, in writing, within fifteen (15) working days of its alleged occurrence, to the employee's immediate supervisor, who shall respond to the employee and/or Guild within fifteen (15) working days after receipt of the grievance. All non-disciplinary grievances shall commence at Step 2 with the Sheriff.

STEP 2: If no satisfactory settlement is reached in STEP 1, the employee or the Guild shall submit the written grievance to the Sheriff, or his designee, and if an employee is submitting the grievance to the Sheriff, then a copy of the grievance shall also be given to the

Guild at the time the employee submits the grievance to the Sheriff. The STEP 2 grievance shall be presented to the Sheriff, or his designee, within fifteen (15) working days after receipt of the immediate supervisor's response from STEP 1. The Sheriff, or his designee, shall respond to the grievance, in writing, to the employee and the Guild within fifteen (15) working days after receipt of the grievance.

STEP 3: In the event that the employee or the Guild is not satisfied with the Sheriff's, or his designee's, response from STEP 2, the employee and the Guild may elect to submit the grievance through Civil Service, if applicable, or the Guild may elect to submit the grievance to arbitration as set forth in this Article. It is specifically and expressly understood and agreed that taking an issue before the Civil Service Commission constitutes an election of remedies and a waiver of any and all rights by the appealing employee, the Guild, and all persons it represents, to arbitrate the same issue under this grievance procedure. It is further agreed and understood that arbitrating an issue under this grievance procedure is also an election of remedies and a waiver of any and all rights by the appealing employee, the Guild and all persons it represents to present the same issue to the Civil Service Commission. The election to proceed with Civil Service shall be made in writing within fifteen (15) days of the receipt of the Sheriff's, or his designee's response from STEP 2.

STEP 4: If no satisfactory agreement is reached in STEP 2 and the Guild elects to proceed to arbitration, written notice of such intent shall be provided to the Sheriff by the Guild. Such written intent shall be presented within fifteen (15) working days following receipt of the Sheriff's or his designee's written response from STEP 2.

STEP 5: To effectuate arbitration, the following procedures shall apply:

(a) The Guild and the Sheriff, or his designee, shall meet within ten (10) working days after notice of arbitration has been given, to select an arbitrator. If the parties are unable to agree upon an arbitrator, they shall jointly request the Public Employment Relations Commission (PERC) to provide a list of nine (9) names and the parties shall alternately strike one (1) name from the list until only one (1) name remains. A coin toss shall determine which party will strike the first name. The selection of the arbitrator shall be completed within fifteen (15) working days of receipt of the list.

(b) The arbitrator shall have jurisdiction and authority only to interpret, apply, or determine compliance with the terms of the Agreement and shall not have jurisdiction to add to, detract from, or alter in any way the provisions of this Agreement. The decision of the arbitrator shall be final and binding.

(c) The fees and expenses of the arbitrator and the proceedings shall be paid by the losing party. However, each party shall be completely responsible for all costs of preparing and presenting its own case, including compensating its own representatives and witnesses. If either party desires a record of the proceedings, it shall solely bear the cost of such record.

(d) In case of a continuing or other money claim against the County, no award shall be made by the arbitrator which shall allow any alleged accruals more than twelve (12) months prior to the date when such grievance shall have first been presented.

21.4 If the grievance is not advanced by the Guild in accordance with the time limits set forth within the procedure, the grievance shall be considered waived. If the County does not process the grievance in accordance with the time limits set forth within the procedure, the grievance shall automatically move to the next step in the grievance procedure. The parties may mutually agree, in writing, to extend the time limits for a given Step for a specified period of time.

21.5 For the purpose of this Article, “working days” shall mean Monday through Friday, normal County business days and “regular working hours” shall mean the grievant employee’s assigned duty hours. A grievance may be terminated at any time upon receipt of a signed statement from the Guild stating the matter is resolved.

21.6 The Sergeants, who are members of the bargaining unit and also first level of supervision within the Sheriff’s office, shall for the purposes of this Article, act for and under the sheriff’s direction and command. A Sergeant’s resolution of disputes involving interpretation, application or alleged violation of this agreement shall not be precedent-setting and shall be brought to the attention of the Sheriff or his designee.

The Sergeant, under the overall direction of the Sheriff or his designee, may carry out responsibilities in grievance procedures, recommend and/or carry out disciplinary procedures or actions where employees are affected by those actions and may investigate complaints against employees.

The Sergeant may make recommendations, but will not make ultimate decisions involving formal discipline of bargaining unit employees. Where immediate action is necessary, the Sergeant may suspend an employee, with pay, pending further investigation and determination.

ARTICLE 22 -- MANUAL OF RULES & PROCEDURES

22.1 The County agrees to furnish each employee of the bargaining unit with a copy of the Manual of Rules & Procedures. New employees shall be provided with the above at the time of their appointment.

22.2 The County shall make good faith efforts to post a copy of the Manual of Rules & Procedures for the Sheriff’s Office and the County on the County’s Intranet.

22.3 Off-Duty Employment.

(A) An employee who wishes to take additional employment during off-duty hours will inform the Sheriff in writing. In doing so, the employee will fully describe the nature of the work to be performed and the hours of work.

(B) If any off-duty employment situation held by an employee is found by the Sheriff's Office to interfere with the employee's primary work for the Sheriff's Office, the employee will be notified that the Sheriff's Office believes the off-duty employment interferes with their Sheriff's Office work, with the reason for such decision and a meeting will be held with the employee, Guild, and Sheriff's Office to discuss whether the employee's off-duty employment should continue. The primary obligation and responsibility of the employee who accepts off-duty employment must be to the Sheriff's Office. Employees directed to report for overtime work will do so regardless of their off-duty employment situations.

ARTICLE 23 - DISCIPLINE/DISCHARGE

23.1 Just Cause. Disciplinary action shall be imposed upon an employee only for just cause. In the administration of discipline, the provisions of the Sheriff's Office Policy and Procedure Manual shall apply unless contrary to or inconsistent with expressed language in this Agreement.

A. **Disciplinary Actions.** Disciplinary action shall include only the following:

Oral Warning

Written Reprimand

Suspension Without Pay

Demotion

Discharge

Disciplinary action will normally be progressive in nature, but the level of discipline administered may depend upon the seriousness of the offense.

B. **Guild and Employee Rights.** The Guild shall have the right to process any disciplinary action as a grievance through the grievance procedure, except for an oral or written warning, and except for employees serving an initial probationary period who are discharged.

If the County relies on a prior written warning as a basis for a suspension, demotion or discharge, then the employee may challenge the prior written warning in a grievance challenging the suspension, demotion or discharge.

If the County has reason to discipline an employee, the County shall do so privately and in a manner that will not embarrass the employee before other employees or the public.

The employee and the Guild shall be entitled to Guild representation and/or other appropriate representation at all meetings attended by the employee where discipline is being considered for that employee.

23.2 Notice and Opportunity to Respond. Upon reaching the conclusion that just cause may exist to discipline an employee with a suspension without pay, or a demotion, or discharge, the Sheriff or his designee shall provide the employee and the Guild with the following prior to the administration of discipline:

- A. The nature of the allegation(s) or charge(s) against the employee;
- B. A copy of the complaint against the employee;
- C. A copy of all materials a part of or related to the investigation upon which the allegation(s) or charge(s) are based;
- D. The directives, policies, procedures, work rules, regulations or other order of the County that allegedly was violated;
- E. What disciplinary action is being considered.

23.3 Employee's Response. The affected employee and the Guild shall have the opportunity to respond to the allegation(s) or charge(s) orally or in writing, normally within seven (7) days of receiving the information and materials provided by the County in Section 23.2 above and to do so prior to the Pre-Disciplinary meeting.

23.4 Pre-Disciplinary Meeting. A formal opportunity to respond to the allegation(s) or charge(s) shall occur at a Pre-Disciplinary meeting conducted and presided over by the Sheriff or his designee, who shall have the authority to impose or to recommend the proposed disciplinary action. Reasonable advance notice of this meeting, its time and place shall be given the employee and the Guild. This meeting shall be informal. The employee and the Guild shall be given full opportunity to be heard, to respond to the allegation(s) or charge(s), and to have the responses considered prior to the imposition of discipline.

23.5 County's Decision. Within a reasonable time, but not beyond twenty (20) calendar days from the date of the Pre-Disciplinary meeting, the Sheriff or his designee shall issue a written decision imposing discipline, exonerating the employee or taking such other action deemed appropriate.

23.6 Investigative Interviews/Internal Affairs Investigations. The interview of an employee concerning action(s) or inaction(s) which, if proved, could reasonably lead to a suspension without pay, demotion or discharge for that employee, shall be conducted under the following conditions and procedures:

- A. The employee shall be informed, in writing, at a reasonable time in advance of the interview, whether or not the County believes the employee is a subject of the investigation, with a copy of the notice to the Guild.
- B. If an employee is considered a subject of the investigation, at a reasonable time in advance of the investigative interview, the employee shall be informed, in writing, with a copy to the Guild, of the nature of the investigation, the specific allegations related thereto, and the policies, procedures and/or laws that form the basis for the

investigation, and shall be advised that an opportunity to consult with a Guild representative will be afforded prior to the interview.

- C. The requirements of Sections A and B of this Section 23.6 shall not apply if (1) the employee is under investigation for violations that are punishable as felonies or misdemeanors under law, or (2) notices to the employee would jeopardize the administrative investigation.
- D. After a complainant has been interviewed regarding an action or inaction of an employee and the County deems further investigation is necessary, the employee shall be provided a copy of the complaint as soon as practical, with a copy forwarded to the Guild.
- E. The employee shall have the right to have a Guild representative present during any interview, which may reasonably result in a suspension without pay, demotion or discharge of the employee. The opportunity to have a Guild representative present at the interview or the opportunity to consult with a Guild representative shall not unreasonably delay the interview. However, if the interview begins with the consent of the employee in the absence of a Guild representative, but during the interview the employee concludes that assistance is required by reason of increasing seriousness of the disciplinary problem, the employee shall be allowed a reasonable time in which to obtain a Guild representative.
- F. To the extent reasonably possible, all interviews under this Section shall take place at the Sheriff's Office facilities.
- G. The County may schedule the interview outside of the employee's regular working hours, however in that event the appropriate overtime rate and/or irregular hours' payment shall be made to the employee.
- H. The employee shall be required to answer any question concerning a non-criminal matter under investigation and shall be afforded all rights and privileges to which the employee is entitled under State or Federal laws.
- I. The employee shall not be subject to abusive or offensive language or to coercion, nor shall interrogators make promises of award or threats of harm as inducements to answer questions.
- J. During an interview, the employee shall be entitled to such reasonable intermission as the employee may request for personal physical necessities.
- K. All interviews shall be limited in scope to activities, circumstances, events and conduct that pertain to the action(s) or inaction(s) of the employee that is the subject of the investigation. Nothing in this Section shall prohibit the County from questioning the employee about information that is developed during the course of the interview.

- L. If the Sheriff's Office tape records the interview, a copy of the complete recorded interview of the employee, noting the length of all recess periods, shall be furnished the employee upon the employee's written request.
- M. Interviews and Internal Affairs investigations shall be concluded without unreasonable delays.
- N. The employee and the Guild shall be advised promptly, in writing, of the results of the investigation and what future action, if any, will be taken regarding the matter investigated.

23.7 Performance Evaluations. While performance evaluations are not subject to the grievance procedure, the employee may meet with the raters and reviewer and submit reasons, justification(s) to substantiate any change(s) in ratings. Reviewer retains authority to mitigate areas of conflict or uphold the evaluation.

23.8 Personnel Files.

23.8.1 Employees shall be provided copies of all adverse material to be included in their personnel file and shall have the right to attach statements in rebuttal or explanation.

23.8.2 Employee personnel and IA files will be maintained as confidential records to the full extent allowed by law. Access to the employee's personnel file shall be limited to the employee, his/her authorized representative, officials, managers, supervisors and/or representatives of the County and/or Sheriff's Office and such other persons or agencies as may be required or allowed under Federal, State and County laws and regulations.

23.8.3 Disciplinary records of employees shall be retained and/or purged based upon the County policy in effect as of September 1, 2004.

MINOR DISCIPLINARY RECORD RETENTION

A. Any records relating to or resulting from minor disciplinary actions shall be removed from the employee's personnel file after three (3) years from the time of the incident.

B. Documents, once removed, cannot be used in future disciplinary actions, unless like or similar misconduct occurs within such three (3)-year period. If like or similar misconduct occurs within such three (3)-year period, documents may be used for progressive disciplinary action. The three (3)-year time period will then commence from the latest incident.

MAJOR DISCIPLINARY RECORD RETENTION

C. Any records relating to or resulting from major disciplinary actions shall be removed from the employee's personnel file after five (5) years from the time of the incident.

D. Documents, once removed, cannot be used in future disciplinary actions, unless like or similar misconduct occurs within such five (5)-year period. If like or similar misconduct occurs within such five (5)-year period, documents may be used for progressive disciplinary action. The five (5)-year time period will then commence from the latest incident.

23.8.4 The County agrees to make good faith efforts to keep personal identification information, employee addresses, pictures of employees, pictures of employee's homes and private/personal phone numbers from being placed upon any County or County-affiliated governmental website or any County-wide Intranet or Internet.

23.8.5 The County and the Sheriff's Office will make good faith efforts to ensure that personal identification information, as listed in 23.8.4 above, relating to an employee of the Sheriff's Office, must be obtained by the public through a public records request.

23.8.6 Before providing the information requested by the public related to an employee of the Sheriff's Office, reasonable notice will be given to the affected employee. The County shall notify any Guild member before there is any media release identifying the member.

23.9 If an employee is given a directive by a Supervisory Officer, which he/she believes to be in conflict with any provisions of this Agreement, the employee shall comply with the directive at the time it is given and thereafter exercise his/her right to grieve the matter. The employee's compliance with such a directive will not prejudice the employee's right to file a grievance, and his compliance will not affect the resolution of the grievance.

ARTICLE 24 - SEPARABILITY

In the event that any provision of this Agreement shall at any time be declared invalid by a final judgment of any court of competent jurisdiction, such decision shall not invalidate the entire Agreement, it being the express intention of the parties hereto that all other provisions not declared invalid shall remain in full force and effect. The parties agree that any invalid provisions of this Agreement shall be modified to comply with existing regulations or laws. In the event that, on the State or Federal level, a law is enacted or a provision interpreted which is in conflict with any provision of this Agreement, the parties agree to suspend the operation of such affected portion[s] of this Agreement pending either party's obtaining preliminary or final relief from a court of competent jurisdiction to resolve such conflicts.

ARTICLE 25 - FULL OPPORTUNITY TO BARGAIN

Both parties acknowledge they have had full and complete opportunity to present proposals and negotiate on all aspects of wages, hours and working conditions, and, except for issues relating to the policy and procedures manual of the Skamania County Sheriff's Office, which are expressly reserved for future negotiations, negotiations are concluded for the term of this Agreement.

ARTICLE 26 - TERMINATION AND RENEWAL

This Agreement shall remain in full force and effect, from January 1, 2013 through December 31, 2016, except that there shall be a re-opener between June 30, 2014, and December 1, 2014, for wages only (Article 17 and Appendix A) regarding the last two (2) years of the contract, 2015 and 2016.

SKAMANIA COUNTY, WASHINGTON

SKAMANIA COUNTY LAW ENFORCEMENT GUILD

BY _____
Bob Anderson, County Commissioner

BY _____
Garique Clifford, President

BY _____
Chris Brong, County Commissioner

BY _____
Steve Minnis, Vice President

BY _____
Doug McKenzie, County Commissioner

BY _____

BY _____
David Brown, Sheriff

BY _____

Date _____

Date _____

ATTEST

Clerk of the Board

APPENDIX A

2013-2014 Monthly Salary Schedules

Effective January 1, 2013

	Range	Step A	Step B	Step C	Step D	Step E
Civil Deputy	17	2,867	2,994	3,125	3,261	3,405
Telecommunicator	17S	2,981	3,112	3,247	3,387	3,535
Animal Control/ Enforcement Officer	18S	3,117	3,252	3,393	3,544	3,697
Corrections Officer	19S	3,259	3,399	3,550	3,704	3,867
Sergeant (Jail)	22S	3,723	3,888	4,061	4,238	4,424
Deputy Sheriff*	22S	3,723	3,888	4,061	4,238	4,424
Sergeant (Sheriff)*	25S	4,259	4,450	4,644	4,849	5,059

- Notes: (1) Salaries designated with “S” include a 3% shift differential plus \$25.00 educational incentive.
- (2) Due to Market factors, Deputy Sheriff increased by two ranges and Sergeant (Sheriff) increased by three ranges effective January 1, 2010.
- (3) Due to dual responsibilities for both corrections and dispatch, Corrections Officers increased by two ranges, Civil Deputies and Animal Control increased by two ranges and Jail Sergeants increased by three ranges effective January 1, 2010.

Longevity Pay

Years of Service as of November 30		2013
5-14 years		325
15-19 years		525
20-24 years		725
25 or more years		925

APPENDIX B

VACATION ACCRUAL SCHEDULE

Continuous work year completed	Vacation Hours Earned
0-8 years	120 hours
9 years	128 hours
10 years	136 hours
11 years	144 hours
12 years	152 hours
13 years	160 hours
14 years	168 hours
15 years	176 hours
16 years	184 hours
17 years	192 hours
18 years	200 hours
19 years	208 hours
20 years	216 hours
21 years	224 hours
22 years	232 hours
23 years	240 hours
24 years	248 hours
25 years	256 hours
26 years	264 hours
27 years	272 hours
28 years	280 hours
29 years	288 hours
30 years	296 hours
** Continual	

APPENDIX C

PREMIUM PAY

An employee who is selected for, meets all requirements of and successfully completes any one of the following special assignments will receive four percent (4%) premium pay for each full pay period in which the assignment is successfully held. To receive premium pay, the employee must be selected for and must meet all training, education, service and other requirements of the respective assignment. Openings for the assignments listed below will be posted. The Sheriff shall determine the number of members, if any, on any of the teams listed below. Minimum qualifications and on going education, training or other requirements will be established prior to the position being posted and will be set in the sole judgment and discretion of the County. This decision is not subject to the grievance and arbitration procedure in the Collective Bargaining Agreement. An employee must have a minimum of four (4) years service with Skamania County to be eligible for any assignment listed below or to receive premium pay, provided that beginning on July 1, 2005, service in a uniformed law enforcement position not with Skamania County may substitute for up to two (2) years of service at the rate of two (2) year of non-Skamania service equal to one (1) year of Skamania service. Any applicant for any assignment listed below not meeting the minimum qualifications established will not be considered for selection and is not eligible to receive premium pay.

The Sheriff will select the successful candidate for each assignment from the pool of applicants meeting the minimum qualifications. The decision as to which applicant is selected shall be the Sheriff's sole and exclusive judgment. This decision is not subject to the grievance and arbitration procedure in the Collective Bargaining Agreement. The successful candidate will be appointed to and must agree to serve a specified term. The successful candidate may be removed from this assignment during this term (and thereby will lose premium pay) for legitimate reasons set forth in writing and determined in the Sheriff's sole discretion. The decision to remove an employee from an assignment listed below shall not be subject to the grievance and arbitration procedure in the Collective Bargaining Agreement. The decision whether to reappoint an employee to a position listed below at the expiration of a specified term or to post the position shall be at the sole discretion of the Sheriff. This decision is not subject to the grievance and arbitration procedure in the Collective Bargaining Agreement.

The assignments covered by this Agreement are:

1. Service as an Instructor Certified by WSCJTC in the following disciplines:

Firearms

Defensive Tactics

EVOC

2. Service as the Employee assigned to perform the function of:
 - Evidence Officer
 - Patrol Division Training Coordinator
 - Field Training Officer
 - Canine Officer
 - Volunteer Coordinator
 - Corrections/Communications Division Training Coordinator
 - Special Operations
3. Service on one of the following Specialized Teams:
 - Regional Major Crimes Team
 - Collision Investigation Team
 - Child Abuse Investigation Team
 - Narcotics Task Force

APPENDIX D

(Incorporating the language of the MOU between Skamania County and the Sheriff's Guild dated December 5, 2005)

1. The County and the Guild further agree that the Sheriff will be responsible for developing the content of, process and standards for each test. The Sheriff or Sheriff's designee will consult with the Guild President or President's designee regarding testing standards but the Sheriff reserves the right to determine the content of, process and methods for each test.

2. The County and Guild agree that new hire, lateral and promotional candidates for the following positions within the Sheriff's Office will use the following procedures instead of any civil service process:

- Deputy Sheriff
- Corrections/Communications Officer
- Civil Deputy
- Telecommunicator
- Patrol Sergeant
- Corrections Sergeant
- All future positions created with the Sheriff's Office, except unclassified appointed positions created under RCW 41.14.070.

A. New Hire/Lateral Positions

i. Recruitment for a "new hire" position means that employees recruited and/or hired have not previously performed the core duties and job responsibilities of the type listed in the classifications being filled. Additionally, in any job recruitment and/or announcement the County will denote that the position being filled is a "new hire" position. Candidates for a "new hire" position may have "lateral hire" qualifications (as listed below) and may still choose to compete for a "new hire" position.

ii. Recruitment for a "lateral hire" position means that employees recruited and/or hired possess previous experience and training performing the core duties and job responsibilities of the type listed in the classification being filled and currently certified in a like job classification by a State Agency (of similarity to CJTC) which allows the candidate to participate in the State-equivalency certification process instead of the basic academy. Additionally, in any job recruitment and/or announcement the County will denote that the position being filled is a "lateral hire" position.

B. Pre-offer Testing Process for New Hire/Lateral Positions

Pre-offer testing for a **new hire or Lateral** position within the Skamania County Sheriff's Office will consist of the following elements:

- A written test
- Physical agility examination
- Written essay report
- Oral interview
- Practical based scenarios
- Preliminary Background Examination (criminal history, driving record, fingerprints, recent-employment)

i. The Undersheriff or designee, the Chief Deputy or designee for the division into which the candidate will be hired, a Guild selected employee from the division into which the candidate will be hired will facilitate all examinations.

ii. Each candidate will be placed on the final ranked order hiring list based on the total of their combined score of all test components.

iii. The Sheriff will be provided the top five (5) names in rank order from the hiring list, and will have a rule of five (5) in order to make a conditional offer of employment to a successful candidate.

C. Post-offer examinations

All applicants who are granted a conditional offer of employment will be subject to further test that will consist of the following:

- Psychological examination
- Polygraph examination
- Medical examination
- Full Background examination (includes all preliminary background information and full investigation)

D. Promotional Positions

Recruitment for a “promotional position” means that the employee recruited and/or hired is already employed by the Sheriff's Office and meets the minimum qualifications to perform the core duties and job responsibilities in the lower series positions.

E. Qualifications for Promotion

In order to be considered for promotion within the Skamania County Sheriff's Office the applicant must meet the following requirements:

- Candidate must be currently employed with the Skamania County Sheriff's Office.
- Candidate must meet the minimum qualifications of the classification for which they are applying.

F. Promotional Testing

The promotional examination will consist of a **minimum** of 4 of the following elements:

- A written exam
- A written essay report
- Assessment center
- A simulated employee counseling session.
- An impromptu public or classroom presentation
- An in-basket exercise
- Oral Interview (Internal and/or external)
- Administrative Interview

G. Testing Process for Promotional Positions

i. The Undersheriff or designee, the Chief Deputy or designee for the division into which the candidate will be hired, a Guild selected employee from the division into which the candidate will be hired will facilitate all examinations.

ii. Each candidate will be placed on the final ranked order hiring list based on the total of their combined score of all test components.

iii. The Sheriff will be provided the top three (3) names in rank order from the promotion list, and will have a rule of three (3) in order to make a promotional offer to the successful candidate.

APPENDIX E

MEMORANDUM OF UNDERSTANDING

REGARDING SHIFT BIDDING

The parties agree that work shifts within the Skamania County Sheriff's Department will be bid on a Seniority basis. The specific work shifts to be bid and the bidding practices and procedures will be established in a Skamania County Sheriff's Office Policy negotiated following this agreement.

APPENDIX F

Memorandum of Understanding (MOU)
By and between
The Skamania County Sheriff's Office (SCSO)
And
The Skamania County Law Enforcement Guild (SCLEG)

Re: K-9 FLSA Compensated Time and Work Schedule

Whereas the SCSO and the SCLEG are parties to a Collective Bargaining Agreement (CBA) that governs the wages, hours and working conditions for employees in classifications represented by the SCLEG; and

Whereas, the K-9 handler is a Deputy Sheriff who is represented by the SCLEG and who has been assigned and partnered with a K-9; and

Whereas, pursuant Appendix C, K-9 handlers can be eligible to receive premium pay for their assignment as a K-9 Handler; and

Whereas, the parties recognize that the federal Fair Labor Standards Act (FLSA) requires that K-9 handlers be compensated for certain care, feeding, grooming and maintenance activities associated with the care of the K-9.

Whereas, the parties have bargained about these matters and desire to memorialize their agreement in writing;


Now therefore, the parties have agreed as follows:

1. K-9 handlers of the SCSO will be scheduled to work on-duty for a work shift of four (4) consecutive nine (9) consecutive hour workdays during each workweek. This equals to a total of thirty-six (36) hours of regularly scheduled work each workweek.
2. K-9 handlers will have an additional four (4) paid hours per seven (7) day workweek that the K-9 handler may schedule and use it at his/her discretion for the care, feeding, grooming maintenance and/or necessary duties associated with maintaining their K-9. The parties agree that four hours per week is a reasonable estimate of actual time required to complete compensable duties to care for the K-9 outside the regular workday.
3. Combining the schedule workweek hours listed in **number 1** above with the discretionary maintenance hours listed in **number 2** above provides that a K-9 handler will regularly be compensated for a total of forty (40) hours worked each workweek when working a 7 day cycle.
4. K-9 handlers of the SCSO may be scheduled to work on one of the patrol teams to cover the absences or the supplement normal staffing levels. When working these temporary or full time assignments, the K-9 handlers will work (9.25) consecutive hour workdays, but will still receive five (5)

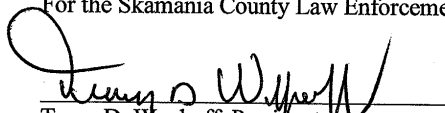
- hours per week of compensation as a reasonable estimate of actual compensable K-9 care duties when working a 9-day cycle.
5. The parties intend that the four (4) discretionary paid hours (7-day cycle) and (5) discretionary paid hours (9-day cycle) will fully compensate the K-9 handler for regular maintenance and care of the animal. K-9 handlers shall not be entitled to a call back premium when duty concerns emergency care of their animal, except when the emergency care is a direct result of a use of force incident or a drug related incident, which involved the K-9 handler and their animal.
 6. This MOU is intended to satisfy the requirements of the FLSA as to compensable care and maintenance work performed by the K-9 handler. The parties each agree that they have had an opportunity to conduct a good faith investigation into the reasonable amount of time required to perform K-9 care and maintenance duties and that this agreement is a reasonable estimate of the time required. The SCLEG represents that it has reviewed this agreement with the K-9 handlers who have agreed that the agreement is based on a reasonable time estimate. The SCLEG agrees to review this agreement with any other officer who is assigned and partnered with a K-9 and to promptly inform the Skamania County Sheriff if such officer does not agree that the time estimates in this agreement are reasonable. The SCLEG has entered into this MOU after communicating and discussing the FLSA issues associated with K-9 handlers and intends that this MOU allow the County and the SCLEG to establish that the K-9 handlers are appropriately compensated for their duties, in accordance with the FLSA.

It is agreed, this 1st day of September 2010. This MOU represents a full and final settlement of all issues related to the benefits for calendar years 2010/2011. The parties agree that there will be no further changes to benefits during calendar years 2010/2011.

For the Skamania County Sheriff's Office


Dave Brown, Sheriff

For the Skamania County Law Enforcement Guild


Tracy D. Wyckoff, President

SKAMANIA COUNTY
BOARD OF COMMISSIONERS

Jamie Tolfer
Chairman

Jim Richman
Commissioner

Paul Pen
Commissioner

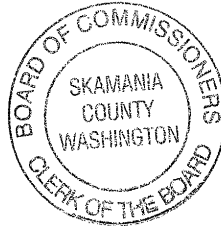
David B.
Sheriff

APPROVED AS TO FORM ONLY:

Rob A.
Prosecuting Attorney

Date

9/21/10



ATTEST:

Pamela Johnson
Clerk of the Board

APPENDIX G

Settlement Agreement
By and Between
Skamania County and the Skamania County Sheriff's Office (County)
And the
Skamania County Law Enforcement Guild (Guild)

Re: Tax deductions from Guild members' payroll for uniform expenses and meal expenses; resolution of contract grievance and potential ULP alleging unilateral and non-bargained actions of Skamania County Auditor, Michael Garvison

WHEREAS, the County recognizes its requirement to bargain issues related to wages, hours and working conditions in accordance with the Public Employees Collective Bargaining Act (PECBA); and

WHEREAS, the Guild filed a written contract grievance and notified the County, in writing, of the Guild's intent to file and pursue an Unfair Labor Practice (ULP) based upon the alleged unilateral actions; and

WHEREAS, the parties desire to settle the above-referenced grievance and potential ULP;

NOW THEREFORE, the parties have entered into this Settlement Agreement as set forth below:

1. This Settlement Agreement will serve as written implementation by the Sheriff of a uniform use policy which strictly prohibits the personal use of County issued uniform items.
2. After the execution of this written Settlement Agreement, the Sheriff will draft a full "uniform use policy" that will be provided to the Guild for review prior to implementation.
3. With the implementation of the policy stated in number 1 above, and the execution of this Settlement Agreement by the parties,, the County will cease making deductions of uniform purchases as earnings for purposes of federal tax calculations.
4. The County will calculate the adverse tax impact of having uniform reimbursement included in each affected employee's taxable income from January 1, 2007 to the present. The County shall provide the Guild President or designee a spreadsheet showing the County's calculated impacts for each affected employee. The Guild shall notify the County, in writing if the Guild disagrees with the County's spreadsheet impact calculations. No notice from the Guild within fifteen (15) calendar days of the Guild's receipt of the spreadsheet from the County shall constitute acceptance by the Guild. Within fifteen (15) calendar days of acceptance by the Guild of the County's spreadsheet impact calculations, the County will reimburse each affected employee for

- their impact calculated amount. Such reimbursement will be issued by the County to the affected employee in a single non-taxable reimbursement check.
5. The parties agree that the practice of adding the reimbursement of non-overnight meals will continue pursuant to the current County Policy in effect. A copy of the current County policy is attached as "Addendum 1" and by this reference incorporated into this Settlement Agreement.
 6. The parties agree that plain-clothes officers will realize added taxable earnings for county purchases or reimbursement of plain-clothes items.. In the first pay period of each calendar year, each plain-clothes officer shall be paid the entire annual plain-clothes lump-sum as set forth in the CBA between the parties. Such lump-sum payment shall be included in the affected employee's regular pay check. Any officer selected for a plain-clothes officer assignment shall receive and be paid, in the next pay period after selection, the plain-clothes lump-sum as set forth in the CBA between the parties.


It is recognized and agreed to by the parties that the execution of this Settlement Agreement is a final and binding resolution of all matters covered by the above referenced CBA grievance and/or Unfair Labor Practice claim by the Guild.

IT IS AGREED this 15th day of July 2007.


For Skamania County:


Dave Brown, Sheriff


Peter Banks, Prosecuting Attorney


Michael Garvison, County Auditor

For the Skamania County
Law Enforcement Guild


Brett Robison, President