

SKAGIT COUNTY

**AGREEMENT BY AND BETWEEN
SKAGIT COUNTY COMMISSIONERS,
THE SHERIFF OF SKAGIT COUNTY
AND
SKAGIT COUNTY DEPUTY SHERIFF'S GUILD**

**January 1, 2020 through
December 31, 2022**

Skagit County Deputy Sheriff's Guild

4846-1942-7602.1
4815-3336-3749

**SKAGIT COUNTY BOARD OF COMMISSIONERS
THE SHERIFF OF SKAGIT COUNTY,
AND THE SKAGIT COUNTY DEPUTY SHERIFF'S GUILD**

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THIS AGREEMENT is entered into by Skagit County the ____ day of _____ 2020 (January 1, 2020 through December 31, 2022), by and between the SHERIFF OF SKAGIT COUNTY, SKAGIT COUNTY COMMISSIONERS hereinafter referred to as County and the SKAGIT COUNTY DEPUTY SHERIFF'S GUILD, hereinafter referred to as Guild.

ARTICLE 1 – RECOGNITION

- 1.1 The County recognizes the Skagit County Deputy Sheriff's Guild as the exclusive bargaining representative for the full-time and regular part-time Patrol Deputies, Detectives and Sergeants. A full-time employee is an employee who regularly works forty (40) hours per week. A part-time employee is an employee who works an average of twenty (20) or less hours per week in a one hundred eighty (180)-day period of time.
- 1.2 Unless expressly stated otherwise, the terms and conditions of this Agreement shall apply to patrol deputies, patrol sergeants and detectives.
- 1.3 It is further understood and agreed that in the instance of binding interest arbitration as provided for in RCW 41.56.450, only fully commissioned uniformed employees shall be eligible for the provisions of said statute.
- 1.4 The term "Guild", as used in this agreement, shall mean the Skagit County Deputy Sheriff's Guild.

ARTICLE 2 – UNION MEMBERSHIP

- 2.3 The County agrees to deduct from the wages of any employee in the bargaining unit who executes a written authorization allowing dues and other fees hereafter becoming due from such employees to the Guild. The Employer, upon receipt of the form properly executed, shall honor the request in accordance with its terms. The Guild will indemnify, defend, and hold the County harmless against any claims made and against any suit instituted against the County on account of any check off of Guild dues. On a regular and timely basis. The County shall transmit to the Guild the money so deducted and shall make the deductions at the times and in the manner mutually agreed upon by the County and the Guild.
- 2.4 When the County has the capability to do EFT, the Guild will provide the County, in writing, the necessary routing codes and the County shall use electronic funds transfer (EFT) to transmit all monies owed to the Guild to designated Guild financial accounts.

ARTICLE 3 – UNION-MANAGEMENT RELATIONS

- 3.1 Agreements reached between the parties of the Agreement shall become effective only when ratified by the Guild and the Board of Skagit County Commissioners. When an agreement has been reached between the parties, both parties will commit to timely obtain ratification of such agreement by their respective constituents.
- 3.2 Members of the bargaining unit negotiating team will be paid their usual wage whenever negotiations are conducted during normal working hours. Provided, however, the County shall not incur any additional labor cost resulting from release from duty or wage payments resulting from the provisions of this Article.

- 3.3 The Guild shall submit to the Employer a written list of Guild officials, negotiating committee members and grievance committee members within thirty (30) days of execution of this Agreement and whenever changes occur.
- 3.4 Labor/Management Committee. In recognition of the value of communication between the parties and the benefits of cooperative problem solving, a Guild/Management Committee shall be established to discuss matters of mutual concern.
- 3.4.1 The committee will meet quarterly or at the request of either party when it is believed there are matters which merit discussion. Committee business will be conducted on County time.
- 3.4.2 The committee will include up to three (3) permanent members chosen by the Guild and up to three (3) permanent members chosen by management. Either party may invite additional participants on an ad hoc basis.
- 3.4.3 No less than one (1) week before a scheduled meeting of the committee each party will advise the other, in writing, of matters which the party wishes to discuss. The agenda will be limited to such matters unless the parties agree to discuss late submitted agenda items.
- 3.4.4 It is understood that any items discussed in the Guild/Management Committee shall not add to or alter the terms of the collective bargaining agreement unless ratified by the membership of the Guild and approved by the Board of County Commissioners. It is also understood that neither party to this agreement waives its right to negotiate any bargainable subject.

ARTICLE 4 – GUILD PRIVILEGES

- 4.1 Bulletin Boards. The Employer shall provide space for two (2) bulletin boards which may be used by the Guild.
- 4.2 The employer shall allow Guild members reasonable access to the telephone, photocopier, office equipment, computer and e-mail system provided that no cost is incurred to the employer. Appropriate uses will be determined by Guild officials and the Sheriff or his designee.
- 4.3 The Employer shall allow Guild officials reasonable access to the telephone, photocopiers, office equipment and computer e-mail system only for purposes of processing and gathering of information needed to evaluate, file or settle grievances, engage in collective bargaining and the processing and gathering of information needed to evaluate, file, or settle Civil Service complaints and/or Unfair Labor Practices. The Guild agrees that use of the Employer's photocopiers for other purposes shall be charged at three (3) cents per copied page, unless said charge is agreed to be waived by the County. Provided, however, that use is strictly limited to non-political collective bargaining activities.
- 4.4 The Guild agrees to charge no long distance telephone calls to the County, but otherwise the Guild is free to use the telephone on their own time (including lunch periods and breaks) to the same degree other employees are allowed to use them.
- 4.5 Official Guild representatives shall be allowed time away from their duty station without loss of pay when attending meetings with the County, or when dealing with grievances or complaints. Such representatives shall obtain permission from their supervisor before leaving the job and if on duty are required to respond to a call back to service. Such permission shall not be withheld by the representative's supervisor unless release of the

representative would cause an undue hardship or there is an emergency declared or pending.

ARTICLE 5 – MANAGEMENT RIGHTS

- 5.1 The County shall retain all customary, usual and exclusive rights, functions, prerogatives, and authority connected with or incident to its responsibility to manage the affairs of the Sheriff's office, without need to bargain further about any matter not addressed in the Collective Bargaining Agreement. The County shall have no obligation to bargain with the Guild with respect to any such subjects or the exercise of discretion and decision-making authority. Provided, however, the Guild and the County shall meet during the term of the Agreement at the request of either party to discuss or attempt to resolve grievances, Unfair Labor Practices, Civil Service complaints or other problems, and to improve the relations between the parties.

Without limitation and by way of illustration, the exclusive prerogatives, functions and rights of the County shall include the following:

- 5.1.1 To determine the specific programs and services offered by the County, and the methods, means and facilities by which they shall be effectuated.
- 5.1.2 To determine the nature and qualifications of the work force, to introduce and assign the duties and equipment and to direct and evaluate the employees in the performance of their work assignments.
- 5.1.3 To hire, promote, train, retain, layoff, suspend, and to discipline, demote and discharge employees for just cause, and to discharge probationary employees at will.
- 5.1.4 To implement new, and to revise or discard whether in whole or in part, procedures, materials, equipment and facilities.
- 5.1.5 To subcontract or assign work beyond the capacity of the bargaining unit to perform, provided that the bargaining unit has first been offered such work.
- 5.1.6 To adopt policies, procedures, rules or regulations to carry out the mission of the County and the Sheriff's Office, provided that such policies, procedures, rules or regulations do not substantially change any wage, hour, or working condition and provided further, that if the Guild can show a change in such a wage, hour, or working condition, the County and the Guild will meet to negotiate the effects of such changes.
- 5.2 The County and the Guild recognize their respective duties under RCW 41.56, which includes a duty to bargain mid-term effects, impacts or changes that are mandatory.

ARTICLE 6 – WORK PERIOD, OVERTIME, AND CALLBACK

- 6.1 Forty (40) hours shall constitute a week's work to be worked in five (5) consecutive eight (8) hour shifts, or four (4) consecutive ten (10) hour shifts. For the life of this Agreement, the parties will continue the scheduling practices used for the As Traffic Warrants (ATW) Officer. For the life of this Agreement, the parties will continue the scheduling practice such that the Detective work week shall consist of four (4) consecutive work days with each work day consisting of ten (10) consecutive hours for the work shift. Detectives shall receive one-half (½) hour paid meal period for each work shift.

- 6.2 The Employer shall have the authority to alter the weekly work schedule in a manner consistent with providing all regular employees their fair share of regularly scheduled available work hours. Any such schedule change shall be posted not less than three (3) days in advance of a change.

The work period shall not exceed twenty eight (28) days.

The duty schedule shall provide for not more than eight (8) consecutive days of duty without a minimum of two (2) consecutive regularly scheduled days off at each interval. The schedule shall provide ten (10) hours between shifts. Only work on the regularly scheduled days off shall be compensated at the overtime rate.

Overtime pay shall be paid, except as provided in 6.3, for any work authorized and performed in excess of that provided by this article or by the employee's established duty schedule, to be paid at the rate of time and one half (1½) the employee's regular hourly rate of pay. There shall be no compounding or pyramiding of overtime. Holidays paid but not worked shall not count as hours worked for the purposes of calculating overtime for that workweek.

- 6.3 Compensatory Time. In lieu of overtime, an employee may choose to accrue compensatory time which shall accumulate on a time and one-half (1½) for each hour basis. Compensatory time off will be limited to a maximum sixty (60) hours off per year (e.g., forty (40) hours of overtime), provided; however, that at no time may the balance of any employees' compensatory time bank exceed forty (40) hours of compensatory time. Any overtime may be converted to compensatory time. The Employer has the right to convert accrued balances of compensatory time to paid overtime by February 1st for balances existing as of the previous December 31st. Each month, compensatory time shall be reviewed for each employee. The Sheriff or designee shall approve the days which compensatory time off will be taken. An employee shall be paid for accrued compensatory time upon resignation or termination, however, it is agreed that prior to retirement, employees shall use any accrued compensatory time prior to their retirement date.

At his sole discretion, the Sheriff may eliminate the ability to accrue and use compensatory at the end of the first year of the agreement, or at the end of any year thereafter.

- 6.4 Call Back to Duty. Employees who are ordered back to duty shall be compensated as outlined in the following:

- 6.4.1 Between Shifts. Employees shall be guaranteed two (2) hours pay at the overtime rate of time and one-half (1½). If work extends beyond two (2) hours, the employee will be paid the actual hours on duty at the overtime rate of time and one-half (1½).
- 6.4.2 On Regular Days Off. Employees shall be guaranteed four (4) hours pay at the overtime rate of time and one-half (1½). If work extends beyond four (4) hours the employee will be paid the actual hours on duty at the overtime rate of time and one-half (1½). Regular days off are defined as the time between the last on-duty hour following completion of an officer's shift until one (1) hour preceding the start of the officer's next shift.
- 6.4.3 Court Appearances. Any time an employee is subpoenaed or ordered to be available for court during off-duty hours, that employee shall receive a minimum of three (3) hours of overtime pay unless that employee would qualify for four (4) hours of minimum overtime pay pursuant to 6.4.2. Employees called back for a court appearance must call the prosecuting attorney's office between 3:30 p.m. on the preceding business day and the scheduled appearance time on the court

date. Unless the employee is released from his appearance by the prosecuting attorney's office, he shall receive the pay authorized by this section whether or not the employee is ultimately released from the duty to appear.

6.4.4 Vacation Call Back. Once vacation has been approved and the affected employee has incurred non-refundable or unusable expenses in planning for the same, leave of absence, bereavement leave or compensatory time off, including regularly scheduled days off, immediately preceding or following the same shall be reimbursed by the County for those expenses. Any employee called back to duty for any reason once the vacation has begun shall be guaranteed eight (8) hours at twice (2x) the hourly rate upon reporting for duty, and shall be reimbursed for round trip transportation costs involved in returning for duty. Reimbursement for travel shall be made on the same basis as the original mode of transportation, if applicable; mileage shall be paid at the approved IRS rate. If an employee's regularly scheduled days off fall immediately before or immediately after his/her vacation, these days off will count as vacation days. If called back to work on these days off, the employee shall be paid double time. Double time, for purposes of this provision, is defined as eight (8) or ten (10) hours (depending on the shift usually worked) at twice the normal rate of pay, with no deductions made from the vacation accrual bank. Vacation is defined as beginning the last working hour until one (1) hour prior to the start of the employee's next scheduled shift.

6.5 Out-of-Class Pay. Employees assigned to out-of-class work will receive out-of-class pay on an hour for hour basis. The rate of pay shall be at least one (\$1.00) dollar per hour above the employee's regular rate of pay. Employees will be assigned to out-of-class work based on merit as determined by testing, with Guild input. Final selection shall be made by the Sheriff.

ARTICLE 7 – SENIORITY

- 7.1 "Seniority" as used for the purposes recited in this Agreement shall be as follows:
- 7.1.1 For vacation bidding purposes, seniority shall mean the amount of time an employee has been with the Sheriff's Department;
 - 7.1.2 For shift bidding purposes, seniority shall mean the amount of time an employee has worked within the current bargaining unit;
 - 7.1.3 For all other purposes, seniority shall mean the amount of time an employee has been employed as a full-time permanent employee of Skagit County.
- 7.2 Shift Bidding. Shifts will be determined by seniority. Employees shall be allowed to bid, at least annually, as provided herein; provided that the Sheriff may, for reasonable cause, make an assignment without reference to seniority. The Sheriff will give three (3) months advance written notice of squad and/or assignments except in exigent circumstances. The Sheriff may make shift assignment changes for training, vacations, and sick leave coverage with a minimum of three (3) days advance written notice to the affected employee. These changes are to last no longer than seven (7) days.
- 7.3 An employee shall lose all seniority in the event of discharge or voluntary termination.
- 7.4 Lateral entry employees shall not receive seniority credit for time worked at another agency, but shall be ranked in seniority as any other new employee.

ARTICLE 8 – ANNUAL LEAVE (VACATION)

- 8.1 The County agrees to a first come, first served vacation selection procedure which incorporates a rolling, twelve (12) month period for choice with requests for the same vacation period submitted on the same day broken by seniority.
- 8.2 The vacation accrual schedule below shall be effective at the time of ratification by the Board of County Commissioners and employee accruals will be updated beginning the first pay period following ratification. If ratification does not occur by 1/1/21 then this accrual schedule shall be effective as of that date.

All employees shall be credited at the end of each calendar month of full-time employment with the following proportionate amounts of annual leave:

LENGTH OF EMPLOYMENT	HRS/MONTH
0 through second (2 nd year)	6.67
Third (3 rd) year	8.34
Fourth (4 th) through sixth (6 th) year	11
Seventh (7 th) through eighth (8 th) year	11.5
Ninth (9 th) through tenth (10 th) year	12.17
Eleventh (11 th) through twelfth (12 th) year	12.84
Thirteenth (13 th) year	13.5
Fourteenth (14 th) year	14.17
Fifteenth (15 th) year	14.34
Sixteenth (16 th) through the nineteenth (19 th) year	15
Twentieth (20 th) year	16.67
Twenty-first (21 st) year	17.34
Twenty-second (22 nd) year	18
Twenty-third (23 rd) through the twenty-fourth (24 th) year	18.67
Twenty-fifth (25 th) year	19.67

- 8.3 Annual leave with pay shall be allowed for each new employee upon the completion of his/her first twelve (12) months of service. After twelve (12) months of service, each employee shall be allowed to take vacation according to the amount of vacation time he/she has accrued up to that month. At the discretion of the Sheriff probationary employees may take vacation time prior to the completion of the twelve (12)-month probationary period.
- 8.4 Pursuant to the appropriate Appendix, vacations shall be approved by the Sheriff or designee, except as provided by the Family and Medical Leave Act. The purpose for the vacation shall not be cause for denial of the request for such leave.
- 8.5 Vacation leave shall be figured exclusive of holidays and days off.
- 8.6 Vacation leave accrual shall not exceed two hundred forty (240) hours without the prior consent of the Sheriff or designee. It is the responsibility of each employee to ensure accrual cap compliance, or that a pre-approved written waiver from the Sheriff or his designee has been obtained. If an employee has accruals in excess of those allowed, the Sheriff or his designee may assign the employee vacation time off at the convenience of the Sheriff's Office to the extent necessary to bring the employee in compliance with the vacation leave accrual cap.
- 8.7 Upon termination of County employment, an employee who has completed one (1) year of continuous service will be allowed pay for his/her unused vacation.

- 8.8 Employees shall be allowed to start their vacations immediately after their regular scheduled day off or any mutually agreed to day of the week.
- 8.9 In lieu of other discipline, no annual leave shall be deducted from that accrued until it has actually been used unless the employee and employer mutually agree to the deduction.
- 8.10 Lateral Transfer Employees. Only for purposes of calculating vacation accrual, employees who laterally transfer into the Department shall be considered to have the tenure as is reflected by their initial rate of pay.

ARTICLE 9 – SICK LEAVE

- 9.1 Cumulative sick leave with pay shall accrue to each employee at the greater rate of either one (1) hour of sick leave for every forty (40) hours worked (not to include paid time off for Washington Paid Sick Leave Purposes only) or one (1) working day (eight (8) hours) of leave for each continuous calendar month of service. Any sick leave accumulation above one thousand (1000) hours shall not be carried over to the next calendar year. Previous continuous County service shall be allowed in determining the initial grant of sick leave. Employees on paid leave shall continue to accrue sick leave during such absence. Sick leave shall also be accrued when an employee is on their days off.
- 9.2 Sick leave shall be granted for any reason required by law, including the following reasons:
 - 9.2.1 Personal illness or physical incapacity which renders an employee unable to perform the duties of his/her position.
 - 9.2.2 Enforced quarantine in accordance with health regulations.
 - 9.2.3 Appointments with an appropriately licensed Health Care Provider (HCP). As used in this Agreement, the term HCP shall mean a licensed health care provider as defined by state and federal law.
 - 9.2.4 Illness in the immediate family requiring the attendance of the employee. "Immediate family" includes only persons related by blood or marriage or legal adoption in the degree of consanguinity of spouse, parent, grandparent, grandchild, brother, sister, or parent of the spouse, but not aunt, uncle, cousin, niece or nephew unless living in the employee's household. Each "instance" means each condition or period of illness.
- 9.3 Absent compelling, exigent circumstances, the employee shall be responsible for notifying his/her supervisor four (4) hours or more, before swing and graveyard shifts or one (1) hour or more, before day shift, prior to the start of the work shift if on sick leave or otherwise unable to report to duty. When employees will be gone for a set, extended period, daily reporting will not be necessary.
- 9.4 Sick Leave Conversion. Conversion of sick leave shall be allowed under the following conditions:
 - 9.4.1 Employees who have accumulated more than two hundred forty (240) hours of sick leave time may trade sixteen (16) hours of sick leave time for sixteen (16) hours of compensatory time off in a year.
 - 9.4.2 Employees who have accumulated more than four hundred eighty (480) hours of sick leave time may trade thirty-two (32) hours of sick leave time for thirty-two (32) hours of compensatory time off in a year.

- 9.4.3 Employees who have accumulated more than seven hundred twenty (720) hours of sick leave may trade forty-eight (48) hours of sick leave time for forty-eight (48) hours of compensatory time off in a year.
- 9.4.4 For purposes of determining an employee's eligibility for sick leave conversion, his or her accumulated sick leave as of December 31st of the previous year shall be used. Prior to January 10th of each year, eligible employees shall declare their intent to convert sick leave under this section on forms provided by Human Resources. An employee electing to utilize this conversion shall have his or her accumulated sick leave reduced and compensatory time increased accordingly.
- 9.4.5 Compensatory time earned under this Section shall be subject to all rules applicable to the use of non-FLSA compensatory time under this Agreement, including the ability to cash out compensatory time, except that compensatory time earned under this section shall not be subject to the forty (40) hour maximum accrual or the sixty (60) hour maximum use requirement.
- 9.5 Sick leave is not to be used in addition to the disability leave provided for in R.C.W. 41.26.120.
- 9.6 Planned Temporary Disability. Non-LEOFF I
- 9.6.1 An employee who anticipates planned HCP treatment including surgery or childbirth, must notify the Sheriff or designee in writing of the expected starting date and the likely length of leave sought. A request for leave of absence for a planned FMLA usage must be followed up by a statement from the employee's HCP, once the County complies with the FMLA notice and paperwork requirements. If the County is in compliance with the FMLA, then the County may be able to legally obtain information indicating the nature of the disability, the anticipated date the employee will be able to return to work, and any restrictions on the employee's work activities.
- 9.6.2 If an employee has provided written notice to the employer of a planned absence, he/she may continue to work up to the date of departure providing the employee's HCP concurs in the employee's ability to continue to work and the requirements of the job are satisfied. Continued concurrence of the employee's HCP may be requested by the County, in writing, at regular intervals based on the nature of the planned FMLA usage and the requirements of the employee's job.
- 9.7 Temporary Duty Assignment. In case of injury or illness that prohibits the employee from performing his or her regularly assigned duties, the Sheriff may attempt to provide a temporary duty assignment per shift if the employee is released by the employee's HCP for such duty. The Sheriff is not obligated to assign Temporary Duty Assignment. This will occur when available.
- If the Temporary Duty Assignment made by the Sheriff is in the employee's regular bargaining unit and the employee is released by the employee's HCP to perform such assignments, the employee must accept the assignment. The employer may offer an employee work in other bargaining units, but the employee may refuse such offer without recrimination. An employee performing a Temporary Duty Assignment will be paid at the employee's regular rate of pay rather than the rate of pay of the temporary duty position.
- 9.8 Transfers. Employees transferring from one Skagit County department or office to another shall retain all accrued and unused sick leave benefits. Any employee rehired within one (1) year after termination who, within sixty (60) days after rehire reimbursed the County for

any lump sum sick leave settlement paid him shall retain all accrued and unused sick leave benefits.

9.9 Leave Donation. Any employee may donate sick leave to a sick leave bank which may be drawn upon by other bargaining unit employees under such conditions as the County Commissioners shall establish. The County Commissioners shall establish criteria for sick leave donation which donation shall not be unreasonably denied.

9.10 Sick Leave Cash Out. Patrol Guild members who separate employment in good standing may cash out a portion of their sick leave bank as follows:

- Employed with Skagit County for consecutive five (5) years or more of service
- Separated in good standing
- May cash out 25% of their leave bank. (Maximum cash out not to exceed 60 hours)
- Employee must have a minimum of 240 hours accrued in their sick leave bank

Patrol Guild members who retire from Skagit County employment and are eligible to receive Washington Public Employees Retirement System (PERS), LEOFF 2 pension, or upon death may cash out a portion of their sick leave bank as follows:

- Employed with Skagit County for consecutive five (5) years or more of service.
- May cash out 50% of their sick leave bank, up to 480 hours. (Maximum cash out not to exceed 240 hours)
- Employee must have a minimum of 240 hours accrued in their sick leave bank.

Completion of Sick Leave Cash out form must be completed and submitted to the Human Resource Department at least two (2) weeks prior to separation of service or retirement.

Donated sick leave may not be cashed out

ARTICLE 10 – MISCELLANEOUS LEAVE

10.1 Bereavement Leave. In the event of a death in the immediate family of an employee, the employee shall be granted time off with pay.

10.1.1 "Immediate Family" includes persons related by blood or marriage or legal adoption in the degree of consanguinity as grandparent, parent, wife, husband, brother, sister, child, or grandchild or any relative living in the employee's household.

10.1.2 Time Off.

10.1.2.1 In the event of a death in any employee's immediate family, the employee shall be eligible for not more than forty (40) working hours of leave with pay to attend to personal matters. Regular Part Time employees shall receive bereavement leave based on their percentage of full-time employment.

10.1.2.2 If scheduled work on the same day as the funeral of a fellow employee or an employee who has retired from service within five (5) years, an employee is eligible for a one-half(½) day leave with pay to attend the funeral, subject to the approval of the Department Head/Elected Official.

All bereavement leave shall be by notification and arrangement between employee and County.

- 10.2 Jury Leave. Employees shall be granted leave with pay except as herein limited while required to perform jury service; or required to appear before a court or other public body on any matter related to his work. In order to receive such leave, employees must surrender all fees, except mileage when an employee's POV is used, connected with their court service or appearance to the County.
- 10.3 Education Leave. Employees may request a leave of absence without pay for educational purposes to attend an accredited institution when it is related to employment. The period of leave may be for one (1) year and may be renewed. Requests for educational leave and educational leave renewals shall be granted at the sole discretion of the Sheriff.
- 10.4 Unpaid Leave of Absence:
- 10.4.1 All requests for an Unpaid Leave of Absence shall be submitted in writing to the Sheriff. Such requests shall state the reasons the leave of absence is being requested and the appropriate length of time off the employee desires. Maximum length of leave of absence shall be twelve (12) months and shall be at the discretion of the Sheriff. Approval and/or denial of these types of request are not subject to the grievance procedure.
- 10.4.2 No vacation or sick leave benefits or any other fringe benefits shall accrue while an employee is on leave of absence without pay, and the employee's anniversary date will be adjusted accordingly.
- 10.5 Family and Medical Leave Act. Employees are entitled to Family and Medical Leave Act leave as required by the FMLA, state law, and as outlined in Skagit County's current FMLA policy unless modification is required by law.
- 10.6 Washington State Paid Family Medical Leave. Employees are entitled to Washington State Paid Family & Medical Leave as required by law. Employee and County contributions shall be at the statutory default split.

ARTICLE 11 – HOLIDAYS

- 11.1 The following shall be paid observed holidays:
- New Year's Day
 - Martin Luther King's Birthday
 - President's Day
 - Memorial Day
 - Independence Day
 - Labor Day
 - Veteran's Day
 - Thanksgiving Day
 - Day after Thanksgiving Day
 - Christmas Day
- 11.2 Employees shall also be entitled to sixteen (16) paid "floating" holiday hours per calendar year, effective in 2013, in addition to the holidays specified in this Section. Each employee may select the day on which the employee desires to take additional holiday hours provided herein after approval of the Employer. New employees shall be eligible for additional holiday hours following six (6) months of continuous service. The "floating" holiday hours must be taken within each calendar year it is earned. The hours may be taken in increments of no less than one (1) hour. No employee shall be paid for unused "floating" holiday hours upon termination of employment.

- 11.3 For employees that work a regular day shift, Monday through Friday, when a legal holiday falls on Saturday, the previous Friday shall be considered the holiday, and whenever a legal holiday falls on a Sunday, the following Monday shall be considered the holiday.
- 11.4 Holiday Pay. Employees that work a rotating schedule shall receive an additional eight (8) hours of wages at their regular rate of pay whenever an actual holiday falls on the employee's scheduled day off. Employees working a rotating schedule do not have the right to move the holidays to another designated day and therefore receive any additional compensation.
- 11.5 Whenever the employees covered by this Agreement work on any of the above named holidays, they shall be guaranteed a minimum of eight (8) hours additional wages at the rate of time and one-half (1½) their regular hourly rate of pay, in addition to their regular pay. Employees may elect to take overtime pay or compensatory time off pursuant to Section 6.3 of this Agreement. Holidays, when not worked, are not "hours worked" for the purpose of calculating overtime for that workweek.
- 11.5.1 Employees who are scheduled to work on a holiday and who request to work a shorter shift than scheduled and are released from duty will only be paid Holiday pay (Section 11.5) for the actual hours worked.
- 11.6 The Sheriff or his designee maintains the right to adjust work schedules on those holidays for which more than one (1) squad is scheduled to work a given work period, or to order off those employees assigned to training, to avoid holiday overtime.
- This action will not be taken if agreed staffing adjustments can be made amongst employees and their sergeants to ensure that staffing levels are not in excess of those routinely staffed by a single squad, or by additional staffing levels if the Holiday workload may require. Additional staffing levels must be pre-approved by the Division Chief.

ARTICLE 12 – EQUIPMENT, UNIFORMS AND CLEANING

- 12.1 It shall be the County's responsibility to provide to all employees on an "as needed" basis all or part of the following uniform, equipment, and leather gear described in Attachment D.
- 12.2 Boot Allowance: Patrol deputies are allowed an annual boot allowance of \$225.00. Employee may use up to \$75.00 of this allowance for approved equipment if boots are not purchased during the calendar year. Boots must be appropriately maintained.
- 12.3 Used uniforms and equipment may be issued as long as they are in serviceable condition.
- 12.4 The employee shall be held accountable for all such items issued to the employee by the County. Items which become worn out, lost, or destroyed as a direct result of the proper performance of the employee's duties, or as a result of an occurrence not due to the employee's intentional act or willful negligence shall be replaced by the County as soon as practical. However, if said items become lost or mutilated as a result of that particular employee's willful negligence or intentional act, they shall be replaced by the employee.
- 12.5 Equipment issued by the County to each employee shall remain the property of the County.
- 12.6 A four (4) person board comprised of two (2) members selected by the Guild and two (2) members selected by the Employer shall be established to recommend new equipment acquisition and recommend guidelines and regulations governing uniforms worn by employees. All final determinations shall be made by the Sheriff.

- 12.7 Detective Clothing Allowance. Employees assigned as detectives shall receive a monthly prorated clothing allowance of five hundred fifty dollars (\$550) annually, plus a one hundred dollar (\$100) shoe allowance. Six (6) months' worth of clothing allowance shall be paid upon initial assignment to the detective unit. If a detective leaves the unit prior to the end of the six (6) month assignment, detectives shall reimburse the Employer for the unearned portion of the clothing allowance on a prorated basis. The detectives will choose and maintain their own footwear.
- 12.8 Cleaning Allowance. The Employer shall pay the cleaning of two (2) full uniforms per week for uniformed personnel, and four (4) suits per month for plain clothes personnel. Additional cleaning must be pre-approved by the employee's sergeant or above.
- 12.9 Alterations to uniforms funded by the employer shall include standard alterations only.
- 12.10 The Employer shall pay for repair or replacement of employee's personal property reasonably and necessarily worn or carried when such property is stolen, damaged, or destroyed as a direct result of the employee's performance of his official duties. Payment shall not be approved if the willful negligence or wrongful conduct of the employee was a contributing factor to the loss. Reimbursement for repair or replacement of personal property shall not exceed five hundred dollars (\$500) per employee, per occurrence.

ARTICLE 13 – PROBATION

- 13.1 To enable the County to exercise a choice in the filling of vacant positions, no appointment, employment, or promotion, in any position shall be deemed complete until after the expiration of a period of one (1) year's probationary service from the date of hire, appointment or promotion, whichever is later. In the event that the employee's probationary period is interrupted by absence from work for more than three (3) weeks, including activation to military service, the probationary period will be extended upon return to work until the full twelve (12) months of on-the-job probationary period has been completed. The probation period for employees required to attend the Basic Academy shall commence at date of hire, through the period of the Basic Academy, and until one (1) year after successful academy graduation. Probation is an extension of the selection process and failure of the probationary period as determined by the immediate supervisor, Chief or Sheriff, shall not be subject to appeal through the grievance procedure or otherwise. The appointing power may terminate at will the employment of any person during probationary period of employment if the appointing power deems him/her unfit or unsatisfactory for service in the office of the County Sheriff. Similarly, the appointing authority may revert probationary promoted or appointed employees to their prior regular civil service rank without cause as defined elsewhere in this Agreement.
- 13.2 The County agrees that if it believes it is appropriate or necessary to extend probation beyond the twelve (12) months (or probationary term) set forth in the CBA on an individual case, it will notify the Guild of the basis for the desired extension and if the Guild is in agreement, the parties will document the extension in writing. If there is no agreement from the Guild, probation may not be unilaterally extended by the County.

ARTICLE 14 – MISCELLANEOUS

- 14.1 Rules and Procedures Manual. The Employer shall furnish each employee with a paper copy of the Manual of Rules and Procedures. New employees shall be provided with the above at the time of their appointment. The President of the Guild shall receive an official copy of the Rules and Procedures Manual (and any revisions made thereto) in both paper and electronic formats.

- 14.2 Outside Employment. Employees wishing to engage in off-duty employment must first obtain the approval of the Sheriff, which approval shall consider any conflict with the employee's duties as his prime employment, excessive hours, or any conflict with his law enforcement duties. The Sheriff shall not unreasonably withhold his approval of off-duty employment.
- 14.3 Training Opportunities. The Employer shall provide reasonable training opportunities for all employees. This shall consist for each employee of not less than eight (8) hours per year of training certified by the Criminal Justice Training Commission, thirty-two (32) hours of other certified training, and twelve (12) dates at the firing range for firearms training. All such training opportunities are subject to availability. Employees shall be properly notified of all upcoming training opportunities.
- 14.4 Work Outside of Bargaining Unit. In addition to emergency circumstances, the parties recognize that on occasion there may be a need for employees covered by this Agreement to assume duties and/or responsibilities and perform work outside of their bargaining unit. Such duties may include, but are not limited to, deputies performing duties normally performed by corrections officers and emergency dispatch work. It is further understood that such temporary assignment shall not be used to supplement normal staffing, but is limited to unforeseen circumstances of limited duration, normally not to exceed fifteen (15) minutes per incident. In no event shall this coverage exceed forty-five (45) minutes for any one incident.

ARTICLE 15 – INTERNAL INVESTIGATIONS

- 15.1 General Procedures. Any employee who will be interviewed concerning an act, which, if proven, could reasonably result in disciplinary action against him or her will be afforded the following safeguards.
- 15.1.1 To the extent possible, the employee will be informed in writing twenty-four (24) hours prior to the interview of the general reason for the interview, the alleged policies, rules, or laws that form the basis for the initiation of the internal investigation, the person(s) that will be present during the interview and who will be conducting the investigation, whether the employee is being placed upon administrative leave with pay, and what work and/or law enforcement authority restrictions, if any, the employer is imposing upon the employee during the pendency of the internal investigation.
- 15.1.2 At the time of the written notice required in Section 15.1.1 and prior to any investigatory interview the employee will be informed of and afforded the opportunity to consult with a Guild representative. The employee shall be allowed a reasonable amount of time to secure the presence of a Guild representative and/or the Guild's legal counsel and to have a Guild representative and/or the Guild's legal counsel present during any interview, so long as the delay shall not unduly obstruct the Employer's ability to conduct its investigation. The Guild representative and/or the Guild's legal counsel will not unduly interfere in the interview. These restrictions on the Guild's representative's role and/or the Guild's legal counsel's role in no way limit the Guild's right to present other evidence to the County during the investigation, and/or after the conclusion of the interview of the employee.
- 15.1.3 To the extent reasonably possible, interviews shall take place at Department facilities.
- 15.1.4 The Employer shall make a reasonable good faith effort to conduct these interviews during the employee's regularly scheduled shift or normal business

hours, except for emergencies or where interviews can be conducted by telephone. Where an employee is working on a graveyard shift, the interview can be scheduled contiguously to the employee's shift.

- 15.1.5 The employee will be required to answer all questions, except for those involving criminal conduct of the employee if the employee has been informed that criminal charges may be filed against him or her. Prior to the commencement of any formal disciplinary interview, the employee shall be advised as follows or given a reasonably equivalent statement to insure the employee is aware they are being ordered to answer questions as part of the internal investigation.

"You are a person subject to incidents currently under an internal investigation and as part of that investigation you are being ordered to truthfully and fully reply to all questions that are part of the investigation. Your failure to respond to questions as directed in a completely cooperative way will be regarded as a separate and independent basis for discipline, and that anything less than absolute truthfulness will constitute grounds for termination of your employment."

- 15.1.6 All interviews shall be limited in scope to activities, circumstances, events, conduct, acts or background which pertain to the incident which is the subject of the investigation. Nothing in this section shall prohibit the employer from questioning the employee about information which is developed during the course of the interview.

15.1.7 Electronic Recording of Interviews

- 15.1.7.1 For an employee who is informed under Section 15.1.1, the Department shall electronically record the interview, and a copy of the complete electronic recording and interview of the employee shall be furnished, upon request, to the employee and the Guild's designated representative or the Guild's legal counsel for the employee. If the interviewed employee is subsequently disciplined and any part of any recording is transcribed by the Employer, the employee and the Guild's designated representative or the Guild's legal counsel shall be given a complimentary copy thereof. The Guild representative or the Guild's legal counsel for the employee shall be allowed to electronically record the interview and any subsequent meetings involving the employee related to the internal investigation.

- 15.1.7.2 For interviews of all other employees, if the Department electronically records the interview, a copy of the complete electronic recording and interview of the employee shall be furnished, upon request, to the employee and the Guild's designated representative or the Guild's legal counsel for the employee. If the interviewed employee is subsequently disciplined and any part of any recording is transcribed by the Employer, the employee and the Guild's designated representative or the Guild's legal counsel shall be given a complimentary copy thereof. The Guild representative or the Guild's legal counsel for the employee shall be allowed to electronically record the interview and any subsequent meetings involving the employee related to the internal investigation.

- 15.1.8 The employee shall be advised, in writing, of the results of the investigation and any further action to be taken on the incident.

- 15.2 When the investigation results in discipline and the matter is grieved, the Guild will be furnished with a complete copy of the report of the investigation, unless limited by law.
- 15.3 Criminal Investigations. This article shall not apply to investigations of criminal conduct by the employee, unless the Employer has informed the employee that the employee's statements shall not be used in any criminal proceedings.
- 15.4 Psychological Evaluations.

15.4.1 Conditions Under Which Testing Will Take Place.

- 15.4.1.1 No test will take place without there being a reasonable suspicion to believe that an employee is psychologically unfit to perform the job. If the Employer has a reasonable suspicion to believe that an employee may be psychologically unfit for duty, the Employer will request a fitness examination by a doctor chosen by it from a list of doctors previously agreed to by the Employer and the Guild. If the employee voluntarily elects in writing not to involve the Guild then the Guild will not be provided the above information.
- 15.4.1.2 The Employer will not ask the employee to sign any waiver of liability against the person conducting the test.

15.4.2 Results of the Test.

- 15.4.2.1 The doctor will issue a written report to the Employer and the employee. The only information which the doctor may disclose shall be whether the employee is fit or unfit for duty or requires modified work conditions together with a detailed explanation of the doctor's conclusion. If the doctor believes the employee is fit for duty but needs modified work conditions, the doctor will indicate what modifications are necessary and the extent and projected duration of the modification. The Employer retains the right to determine whether the described modifications are reasonable. As with any confidential medical information, the County will maintain this information in separate files with disclosure limited as provided in the Americans with Disabilities Act and relevant enacted regulations.
- 15.4.2.2 If either party signatory to this Agreement believes that the conclusions of the doctor are in error, it has the right to obtain an additional examination by a doctor from the above referenced list at its own expense. The first doctor will provide all information which was utilized to the second doctor.
- 15.4.2.3 The examining doctor will make him/herself available to answer questions by the doctor who does the second examination. The appealing party shall bear the costs of the first doctor's time in answering such questions.
- 15.4.2.4 If the first two (2) doctors disagree as to the employee's fitness for duty, they shall mutually select a third, independent doctor to review their respective files and findings; conduct an independent examination (if that doctor deems it necessary); and issue a final determination as to the subject employee's fitness for duty and the nature and extent of accommodations which would be necessary to offset any disabling condition. The third doctor's determination shall be final and binding on the parties as to the issue of fitness for duty and is not subject to the grievance procedure. However, the Employer retains the right to determine whether the described accommodation is reasonable. The

Guild and Employer shall each bear one-half (1/2) of the costs of the third doctor.

15.4.2.5 Use of this procedure, as set forth in Section 15.4, is in lieu of using the grievance procedure of this Agreement.

15.4.2.6 As used in this Section 15.4, "doctor" refers to a psychologist or psychiatrist.

ARTICLE 16 – DISCIPLINE

16.1 Just Cause. The Employer shall not discipline any employee unless just cause for such discipline exists.

16.2 Personnel Files. Employees may request the Sheriff to remove adverse material from personnel files after a period of eighteen (18) months from the date of the underlying misconduct. The Sheriff has the sole discretion to determine whether such materials are removed provided that any adverse materials must be removed after a period of five (5) years from the date of the misconduct if there is no similar misconduct for which the employee was disciplined during the intervening period. The employee has the right to examine and be provided copies of his or her personnel file. Materials to be placed into an employee's personnel file relating to job performance or personal conduct or other materials that may have an adverse effect on the employee's employment shall be reasonable and accurate. Copies shall be provided to the affected employee prior to placement in his or her file. Employees who challenge materials included in their personnel files are permitted to insert material related to the challenge.

16.3 Public Disclosure. The Employer will comply with Public Disclosure laws, but will make a good faith effort to promptly advise any employee prior to any such disclosure of personal information.

ARTICLE 17 – GRIEVANCE PROCEDURE

17.1 A "grievance" means a claim or dispute by an employee and/or the Guild with respect to the interpretation or application of the provisions of this Agreement. For all grievances arising under this Agreement, the following procedures shall be followed:

Step 1: Within ten (10) working days from its occurrence, or reasonable knowledge, the Guild or aggrieved employee shall discuss his/her complaint with the immediate supervisor. The Guild representative may be present. This discussion shall be verbal and, if settled no further action shall be taken.

Step 2: If the dispute is not settled in Step 1, within ten (10) working days from the date the complaint was submitted to the immediate supervisor in Step 1, the Guild or aggrieved employee shall reduce the grievance to writing, filed with the Undersheriff with a copy to the Sheriff. After receipt of the step 2 grievance, the Undersheriff shall contact the Guild or aggrieved employee to schedule a mutually agreeable time for discussion about the grievance. A Guild representative may be present for the Step 2 discussion with the Undersheriff. This discussion shall be a verbal discussion and, if settled, no further action shall be taken.

At step 2 and each subsequent step of the grievance procedure, the written grievance shall include: (a) a statement of the grievance; (b) the sections of this agreement alleged to have been violated; (c) the remedy sought; (d) the name of the individual(s) submitting the grievance.

Step 3: If the grievance is not resolved in Step 2, the grievance shall be reduced to writing and shall be filed with the Sheriff within fifteen (15) working days of presenting it to the Undersheriff in Step 2. The Sheriff shall attempt to resolve the grievance within five (5) working days of receipt of same and must communicate his response in writing to the Guild within five (5) working days of receipt of the grievance.

Step 4: If the grievance is not settled in accordance with the foregoing procedure, it may be submitted for arbitration within thirty (30) days of receipt of the Sheriff's response at Step 3 by either signatory party to this Agreement. The parties shall select a disinterested party to serve as arbitrator. In the event the County and the Guild are unable to agree upon an arbitrator, the County and the Guild shall request a list of arbitrators from the American Arbitration Association. The County and Guild then shall select an arbitrator from said list. Order of selection and striking of arbitrator names shall be determined by a coin flip. The arbitrator shall have jurisdiction and authority only to interpret, apply or determine compliance with this Agreement. The arbitrator shall have no authority to add to, detract from, or alter in any way, the provisions of this Agreement. Any decisions shall be final and binding upon the parties. The expenses and fees incident to the services of the arbitrator shall be equally shared by the County and the Guild. All other expenses associated with either party presenting its case in arbitration shall be borne by that party, including attorney fees.

Timelines denominated herein may be waived or extended by mutual agreement of the parties in writing.

ARTICLE 18 – COMPENSATION

- 18.1 Effective and retroactive to January 1, 2020, base salaries for patrol deputies and sergeants shall increase by 1.5% across the board. Retroactive pay for 2020 will be afforded to those Guild employees who were employed as of the date of ratification of this contract by the Board of County Commissioners. For reference salary schedules, see Attachment A.
- 18.2 Effective January 1, 2021 base salaries for patrol deputies and sergeants shall increase by 2% across the board. The salary schedule shall be reduced from seven (7) steps to six (6), by eliminating Step 1. Step 2 shall become Step 1, Step 3 shall become Step 2, and so on. Any employee who would have been in the old Step 1 effective January 1, 2021, shall move to the new Step 1 (which is the old Step 2) and have their step date reset to January 1, 2021. The time to move between each step on the salary schedule shall be 12 months. Any employee who has served at least 12 months in their current step as of January 1, 2021, shall move up one step, and have their step increase date reset to January, 2021. For reference salary schedules see Attachment A.
- 18.3 Effective January 1, 2022 base salaries for patrol deputies and sergeants shall increase by 2.25% across the board. For reference salary schedules see Attachment A.
- 18.4 Any amounts owed retroactively pursuant to Section 18.1 shall be paid by the County to employees as promptly as possible but in no event will such retroactive pay be paid any later than sixty (60) days from BOCC ratification of this Agreement.
- 18.5 **Shift Differential.** The Employer agrees to pay each employee who works a rotating shift schedule or straight night shift schedule at one of the salary tiers which provides shift pay.

- 18.6 **Specialty Pay Premium.** Employees assigned to one (1) special duty assignment shall receive premium pay of 2.75%. Employees assigned to two (2) or more special duty assignments shall receive an additional premium pay of .75% for a total premium pay of 3.5%.

Effective January 1, 2022, employees assigned to one (1) special duty assignment shall receive premium pay of 3%. Employees assigned to two (2) special duty assignments shall receive an additional premium pay of 1% for a total premium pay of 4%

Specialty pay shall be paid to the following assignments:

Detectives
K-9 Officer
Field Training Officer
East Detachment Deputy
Search and Rescue Coordinator
Spanish Fluency
HRT Team
La Conner Detachment Deputies and Sergeants
Traffic
Hostage Negotiator
Range
EVOG
Marine
ProAct

- (1) With respect to the premium pay assignments listed above, the following conditions apply:
- (2) Employees with FTO assignments receive premium pay only when assigned FTO duties. Premium pay shall be provided for a minimum of three (3) months.
- (3) Employees shall receive premium pay for being fluent in Spanish. Selection shall be based upon an oral interview of the employee by another fluent employee chosen by the Sheriff
- (4) Employees who are assigned to the Investigations Division as a Detective shall not be removed from that assignment, except under mutual agreement between the employee and the Sheriff, or for just cause, for a minimum period of four (4) years after successful completion of a one (1) year probationary period in the assignment. The five (5) year assignment period does not apply to those employees assigned to the Investigations Division as a "rotation" Detective or a "Task Force Detective". The Sheriff retains the right to rotate employees out of the Detective assignment during the probationary period or after five (5) years, at which point the specialty premium pay would cease.
- (5) With respect to the other positions listed in this Article, the Sheriff may rotate people in and out of these positions, using a non-disciplinary transfer, once the individuals have been in that particular position for a minimum of two years.

- 18.9 **Educational Incentive Pay.** Employees shall be placed at a salary tier that includes educational incentive pay if the employee possesses a bona fide college degree from an accredited educational institution on the following basis:

AA/AS (2 year) bona fide degree – 1% pay differential

BA/BS (4 year) degree – 2% pay differential

- 18.9.1 **Application Process.** A new employee will be informed of this benefit upon hiring. Documentation of a college degree will be required, as well as a copy of the transcript, if the degree does not state the major.

A current employee who completes a course of study and is awarded a bona fide degree should then provide a copy of the bona fide degree and/or transcript, if necessary, with a written request for educational pay.

- 18.9.2 **Appeal Process.** If an employee wishes to appeal a decision regarding educational incentive pay, a request for reconsideration may be submitted to the Personnel Director or the Chief of Administrative Services with a written explanation and documentation as to why the employee believes his/her degree should qualify for education pay.

- 18.10 **K-9 Officers.** K-9 Officers will be relieved of their regular duty shift 15 minutes prior to its end in order to care for their dogs. K-9 Officers will be paid at their full rate for this time. If there is a need for them to spend any additional time caring for their dogs, they will be compensated at a rate of fifty percent (50%) of their regular rate of pay. Up to seven hours of such additional time during a work period is preauthorized, but anything above that must be authorized by the Sheriff or his/her designee. The overtime provisions of this collective bargaining agreement, as well as state and federal law, still apply.

- 18.11 Longevity pay shall only be made to those current employees receiving amounts under the previous Teamsters schedule. The amounts are frozen at the current level.

- 18.12 **Sergeant Differential** A Sergeant's base pay will be four percent (4%) above the highest paid deputy hourly wage. There shall be three (3) steps in the Sergeant pay scale: Step 2 being an additional four percent (4%) after eighteen (18) months as a Sergeant, and Step 3 an additional four percent (4%) after thirty-six (36) months as a Sergeant.

- 18.13 **Detective On-Call Pay.** Effective the first (1st) of the calendar month after implementation of this Agreement, this Deputy Detective assigned to the Investigations Unit as primary on-call will receive one hundred dollars (\$100.00) per week when assigned as the primary on-call employee. On-call status is determined by the Detective Sergeant. There will be a maximum of one (1) Detective considered as primary on-call per week. On-call pay will be paid in weekly increments.

- 18.14 **Payroll Equalization Account (PEA)**

- 18.14.01 PEA accounts will be reconciled at the end of each year with a payout to those employees with a positive PEA balance paid on the second paycheck in February. PEA will be calculated on two thousand eighty (2080) hours per work year. Employees with negative balances will repay consistent with RCW 49.48.200.

- 18.14.02 At the option of the employee, the employee may designate retro pay as partial or full payment of any PEA overpayment repayment due to the County.

- 18.15 **Longevity Pay.** Effective January 1, 2020, upon completion of the following years of service, employees shall receive longevity pay in an amount indicated below. Longevity pay will be based on wages earned for hours worked, or for paid time off including vacation, sick, comp time, or bereavement leave.

Years of Service	Longevity pay
5	1%
10	2%
20	3%

ARTICLE 19 – HEALTH AND WELFARE

- 19.1 The County agrees to provide a short- term and long-term disability insurance policy similar to that provided to Mount Vernon police officers for off-duty injuries for LEOFF II officers. The County will pay up to \$37 per month for LEOFF II officers only.
- 19.2 Guild-represented employees are covered by the County’s health insurance plans and benefits (Standard Medical Plan 500 (SMP 500) medical, dental, vision, life insurance and EAP) A copy of the plans and benefits effective January 1, 2020, are incorporated herein by reference and attached hereto as Attachment C. The SMP benefits shall be maintained for the life of the agreement subject to Articles 19.4 through 19.10
- 19.3 All eligible employees and family members shall participate in the Standard Medical Plan (SMP). The SMP shall be the plan adopted by the County. The requirement to participate in the SMP shall not discontinue the ability of employees to continue participation in Optional Dental or HSA.
- 19.4 The County shall fund the SMP benefits, accumulation of reserves, and operation as herein provided:
 - 19.4.1 The Parties have agreed that an appropriate division of the SMP “Operating Cost Sharing” (SMP-OCS) is to be 80% through County funding and 20% through beneficiaries’ payments for services over a rolling three (3) year period
 - 19.4.2 The County shall provide funding of the SMP 500 as follows:
 - 19.4.2.1 The County is currently paying more than the 80% outlined in 19.4.1. Nevertheless, the County shall continue to provide funding of the SMP for 2020 and 2021 with the understanding that no later than January 1, 2022, the SMP shall be configured to proportionally allocate the SMP Operating Costs in accordance with Section 19.4.1.
 - 19.4.2.2 In 2020, the County will activate the Benefits Committee to meet for the purpose of reducing/adjusting benefit levels such that the SMP will remain fully funded by the funds committed by the County to the exclusive funding of the SMP and make said possible recommendations for plan year 2022 within the division of SMP-OCS provided in Section 19.4.1.” (See Section 19.7)
 - 19.4.2.3 In 2022, the County will implement benefit level changes adopted by the Board following the conclusion of the Benefits Committee to achieve 80/20 division.

- 19.4.2.4 Both parties acknowledge that plan design changes implemented in 2022 to achieve the 80/20 SMP-OCS will result in some increase to overall County employee responsibility. The County agrees to a wage opener in 2022 if the plan design changes include a new premium share for employees thereby reducing the 2022 wage increase of 2.25%.
- 19.4. In the event County funding provided in Subsection 4.2.2 and 4.2.3 result in a SMP-OCS division where County funding is less than 80% of the SMP-OC over a three(3) year period the County shall increase its funding above the level required in this Article so that the SMP-OCS is actuarially projected to maintain the County commitment to funding 80% of the SMP-OCS
- 19.4.4 In the event a specific SMP employee benefit choice requires an employee payment to the County in order to obtain such benefit coverage (i.e. employee contribution for spousal benefits) such employee payment is hereby authorized for payroll deduction by this article of this Agreement. To the extent the County may be able to do so, such payments shall be deducted on a "pre-tax" basis.
- 19.4.3.1 Employees electing to enroll their spouse (or registered Domestic Partner) in the SMP 500 shall be subject to a one hundred (\$100) dollars per month spousal contribution.
- 19.5 All funding set forth in Section 19.4 shall exclusively be used for the SMP and no amount reverted to any other purpose regardless of such surplus amounts as may accumulate.
- 19.6 Should the SMP accumulate "surplus reserves" (i.e. those amounts over and above a reasonable reserve required by prudent management of the SMP for actuarially predictable "bad years") the Benefits Committee may recommend to the County such SMP benefit improvements as do not weaken the long-term sustainability of the SMP at the current and future funding levels plus such increases as the County has agreed to. The County will not unduly withhold its agreement to such actuarially sound recommendations for benefits modifications by the Benefits Committee.
- 19.7 Should the SMP experience negative actuarial trend experience, altering the division of SMP-OCS beyond the cost sharing as provided in Section 19.4.1, the Benefits Committee shall meet for the purpose of reducing/adjusting benefit levels such that the SMP will remain fully funded by the funds committed by the County to the exclusive funding of the SMP and make said possible recommendations for the following plan year within the division of SMP-OCS provided in Section 19.4.1. Reserves may be considered in such actuarial evaluation for maintenance of benefits but shall not be depleted for the purpose of maintaining benefit levels that would otherwise require reduction to maintain financial stability of the SMP within the available funding limits. The County will not unduly withhold its agreement to such actuarially sound recommendations for benefit modifications by the Benefits Committee.
- 19.8 The Benefits Committee may have one (1) employee representative appointed by the Guild, as well as a non-employee Guild representative. New Benefits Committee members will be afforded educational orientation once each year to be presented by the County's consultants and HR Department.
- 19.9 If any change(s) to the SMP is required by the program provider or federal or state law, the County shall be required to immediately notify the Guild, in writing, of the required change,

bargain (as required by RCW 41.56 et seq.) before implementation, and if implemented, bargain the impact of the change.

- 19.10 If employed on the first working day of the month, eligible employees are eligible for Health and Welfare benefits for that month.
- 19.11 The County shall offer an open enrollment period (of at least two (2) weeks) for all regular full-time and regular part-time employees one (1) time each year. The following exceptions for additional open enrollment periods shall apply:
 - 19.11.1 Marriage: Benefit changes accepted up to one (1) month (or consistent with policy) from the date of marriage.
 - 19.11.2 Birth/Adoption: Benefit changes accepted up to one (1) month (or consistent with policy) from the date of birth/adoption.
 - 19.11.3 Any other qualifying event, consistent with County policy or state or federal law.

ARTICLE 20 – DRUG AND ALCOHOL

- 20.1 Reporting for work under the influence of intoxicating liquor and/or illegal drugs, or the use, sale, or possession by an employee of illegal drugs or the use, sale or possession of intoxicating liquor while on duty is strictly prohibited and may result in disciplinary action, up to and including discharge.

Subject to HIPAA requirements and obligations, each employee must advise the appropriate Employer representative if they are using prescription or other over-the-counter drugs they know or reasonably should know may impair their ability to perform job functions and/or operate machinery such as automobiles. Under appropriate circumstances the appropriate Employer representative may request the employee provide written HCP authorization to perform various essential job functions from a physician while using such drugs.

The County recognizes a need to provide through the employee assistance programs an opportunity for employees to deal with drug and alcohol related problems. Any employee who voluntarily requests assistance in dealing with a personal drug and/or alcohol problem may do so through employee assistance programs in complete confidence and without jeopardizing his or her employment with the County. The discontinuation of any involvement with alcohol or drugs is an essential requisite for participation in any treatment program.

The parties recognize the essential purpose of any law enforcement agency is to enforce the criminal laws. Moreover, the parties recognize the courts have held it would substantially impair law enforcement agencies if they were required to employ individuals within their ranks who have violated the very laws said agencies are charged with enforcing. Therefore, the Employer reserves the right to refuse to employ or continue the employment of individuals who are or have been engaged in serious criminal conduct whether drug-related or not.

Where the County has a reasonable suspicion that an employee is under the influence of alcohol or drugs, or using illegal drugs, the employee in question will be asked to submit to discovery testing including breath tests, urinalysis and/or a blood screen to identify any involvement with alcohol or drugs. Any accident involving property damage reportable as

required by the RCW or involving serious physical injuries may also be cause for discovery testing for drugs or alcohol.

Any employee who is found to be under the influence of or impaired by alcohol is subject to disciplinary action up to and including suspension or termination under the collective bargaining agreement. Any employee who is found to have any detectable level of illegal drugs in his system is subject to discharge and will immediately be placed on administrative leave with pay pending an investigation and potential discipline.

An employee who refuses to submit to reasonable suspicion testing for alcohol and drugs will be conclusively presumed to be under the influence of alcohol or an illegal drug in his system, and will therefore be subject to suspension or discharge.

For the purpose of this policy the following definition of terms is provided:

Reasonable suspicion is suspicion based on objective facts, evidence, and reasonable inferences from those facts and evidence in light of experience that an employee is under the influence or impaired by the use of alcohol and/or illegal drugs or has been using illegal drugs.

Under the influence is defined as a blood alcohol level of .04 grams per 100 ml of blood, or its equivalent, or any noticeable or perceptible impairment of the employee's mental or physical faculties.

Illegal drugs are defined as all forms of narcotics, depressants, stimulants, hallucinogens, and cannabis, whose sale, purchase, transfer, use or possession is prohibited or restricted by law.

Over-the-counter drugs are those which are generally available without a prescription from an HCP and are limited to those drugs which are capable of impairing the judgment of an employee to safely perform his or her duties.

Prescription drugs are defined as those drugs which are used in the course of HCP treatment and have been prescribed and authorized for use by a licensed HCP.

- 20.2 If reasonable suspicion exists such that an employee may be required to submit to a drug test, the following procedure shall be followed:
- 20.2.1 The employee shall be given an opportunity to confer with a Guild representative if one is readily available. If a Guild representative is not readily available, the employee will be given the opportunity to arrange for a Guild representative to come and assist the employee so long as the responding Guild representative can be available physically to assist the employee in no more than one (1) hour.
 - 20.2.2 After being given the opportunity to meet and confer with a Guild representative, the employee shall then be given an opportunity to explain the reasons for his or her condition, such as reaction to a prescribed drug, fatigue, exposure to toxic substances, etc., to the Sheriff or designee. The employee's Guild representative may be present during this discussion and the discussion may be recorded at the employee's request.
 - 20.2.3 The employer may request breath, urine and/or blood samples.
 - 20.2.4 Urine and blood samples shall be collected at a local laboratory, hospital or medical facility. A Guild representative will be allowed to accompany the employee

to the collection site and observe the collection, bottling and sealing of the specimen. The employee shall not be observed when the urine specimen is given.

- 20.2.5 All specimen containers and vials, and bags used to transport them shall be sealed to safeguard their integrity in the presence of the employee and the Guild representative.
- 20.2.6 The drug tests shall be conducted by the Laboratory of Pathology in Seattle or a laboratory of similar credentials as agreed to by the parties to this Agreement.
- 20.2.7 If a specimen tests positive in an immunoassay screen test, the results must be confirmed by a gas chromatography/mass spectrometry tests. The specimen must show positive results, using the following standards, for the results of the drug test to be considered positive:

DRUG	SCREENING TEST	CONFIRMATION TEST (GC/MS)
Amphetamines	1,000 ng/ml Amphetamines	500 ng/ml Amphetamines or Methamphetamine
Marijuana Metabolites	100 ng/ml Delta-THC	15 ng/ml
Cocaine Metabolites	300 ng/ml Metabolite	150 ng/ml
Opiates	2000 ng/ml Metabolites	2000 ng/ml Morphine or Codeine
PCP	25 ng/ml PCP	25 ng/ml GC-MS

- 20.2.8 At the employee's or the Guild's option, the specimen may be requisitioned and sent to a laboratory chosen by the Guild for testing. The cost of this test will be paid by the Guild or the employee. Failure to exercise this option may not be considered as evidence in an arbitration or other proceeding concerning the drug test or its consequences.
- 20.2.9 The employee and the Guild shall be informed of the results of all tests, and provided with all documentation regarding the tests as soon as the test results are available to the Sheriff's Office.
- 20.3 The Employer shall designate a Medical Review Officer (MRO) to review all confirmed positive test results and communicate those results to the Employer. The MRO shall have the responsibility to determine when an individual has failed a drug test. The MRO shall retain all records of all positive tests for at least five (5) years and records of all negative tests for at least one (1) year.
- 20.4 If the results of the drug test are positive, and support a conclusion that the employee used an illegal drug at the work place during working hours, or reported to work while under the influence of an illegal drug or alcohol, the employee may be subject to discipline up to and including discharge. If subject to discipline, a copy of the MRO report to the County shall be supplied to the Guild upon request.

ARTICLE 21 – LAYOFFS

- 21.1 The Sheriff shall determine when layoffs are necessary. The Sheriff may layoff bargaining unit members for reasons including of lack of work, lack of funds, or reorganization. If the Sheriff determines that a layoff is necessary the Sheriff shall provide notice of at least thirty (30) days to each affected bargaining unit member, including bargaining unit members who may be demoted as a result of a reduction in force. The notice shall state the reason for the reduction in force and the date of the layoff or demotion. When notice is made to the bargaining unit member, the Sheriff shall provide a copy of the notice to the president or designee of the Guild.
- 21.2 In any given class in the Sheriff's Office, the following shall be the order of layoffs:
- (a) Provisional appointees
 - (b) Temporary employees
 - (c) Probationary employees (entry rank of deputy)
 - (d) Regular employees (deputies, sergeants)
- 21.3 For each class, layoffs shall be made in order of reverse seniority with the least senior being laid off first. Seniority for patrol shall be determined by the continuous length of service in the Skagit County Deputy Sheriff's Guild. Seniority for Sergeants is determined by their length of service in the rank. Once a sergeant is reduced in rank, seniority shall be based on continuous length of service in the Skagit County Deputy Sheriff's Guild. A reduction in rank or demotion as a result of layoffs shall also occur in order of reverse seniority.
- 21.4 Members of the Skagit County Deputy Sheriff's Guild, appointed or elected to a Patrol Division Administrative rank shall continue to accrue seniority during the tenure in the Administrative rank. If the former Patrol Division bargaining unit member is demoted voluntarily or by virtue of reduction in force, that member shall be reassigned to their previous classification and rank according to their seniority.
- 21.5 If a layoff results in a reduction in rank or class (demotion), the affected employee shall be placed upon a reinstatement list. An affected employee may be reassigned (promoted) to their previous rank at any time a vacancy opens in the prior rank unless the employer can establish by just cause that the employee should not be reassigned.
- 21.6 Deputies who have been laid off shall be placed on a reinstatement list. The reinstatement list is valid for eighteen (18) months. Any openings in the Sheriff's Office which is a Guild position must be conditionally offered to persons on the reinstatement list in order of seniority before any new employee is considered.
- 21.7 It is the responsibility of the employee to keep the County advised of his or her current contact information while on a reinstatement list. The Sheriff shall notify the Guild when an offer of reinstatement is made. The employee shall be provided with written notification of a conditional reinstatement offer by registered or certified mail. The notice shall clearly state that the employee has fifteen (15) days to accept the offer of reemployment. If, after notification, the employee fails to respond or rejects the offer of reemployment the Sheriff shall move to the next most senior employee on the list until all positions have been filled.
- 21.8 Persons on the reinstatement list who have been provided with a conditional offer of employment may be required to successfully complete a background investigation strictly limited to the period of time between the date of layoff and the conditional offer of reemployment. With cause derived from the background investigation, the conditional offer may require the employee to complete a medical and/or psychological examination and drug screen.

- 21.9. Employees reinstated from the list shall return to work with credit for the same amount of seniority and other accumulated service time as they had when they were laid off.
- 21.10. At the time of separation due to layoff, a bargaining unit member shall be compensated for all unused compensatory time, accrued annual leave, accrued holiday pay and any other compensation allowed by contract or required by law.

ARTICLE 22 – PHYSICAL FITNESS

- 22.1 The Employer agrees to reimburse employee monthly membership dues for all eligible participants at a health club, spa or self-defense studio, in an amount up to forty dollars (\$40) per month. However, employees must utilize the services of the health club a minimum of ten (10) times per month to qualify for reimbursement of membership dues. For purposes of minimum use requirements for this section, vacation, sick leave, or temporary disability periods shall not constitute non-compliance with this section.
- 22.2 Fully commissioned employees of the Skagit County Sheriff's Department shall submit to the physical fitness test set forth herein, or a modification thereof, pursuant to 21.3 of this Article provided that there shall not be more than two (2) such tests per calendar year for employees who meet the standards established herein.
- 22.3 Special tests shall be devised for employees who have physical handicaps or limitations which interfere with the ability to do one (1) or more of the regular tests. Special tests shall be devised by the HCP, consultant, and assigned Guild representative.
- 22.4 Employees shall be compensated in pay at the applicable straight time or overtime rate when required to take fitness tests. Exercise and conditioning shall be on an individual and voluntary basis without compensation.
- 22.5 Employees shall cooperate with the HCP in efforts to experiment with and improve the tests and standards contained herein.
- 22.6 All employees shall be protected against loss of pay for time off due to any injuries sustained while participating in authorized physical fitness tests.
- 22.7 Every three (3) years each employee shall be given the option to obtain a blood scan and treadmill test from an HCP designated by the Employer. These tests will be provided at the Employer's expense. Employees shall not be compensated for the time involved in these tests.
- 22.8 Any medical records generated shall be maintained in the office of the examining HCP, and access to the files (in compliance with ADA and HIPAA) by the Sheriff or his designee shall be allowed only for purposes pertaining to occupational qualifications.
- 22.9 Employees that fail the physical fitness test shall not be subject to discipline. Employees passing the physical fitness test shall not receive any additional compensation.
- 22.10 Physical Test Descriptions. The physical tests shall be those found in Attachment "B" to this Agreement. A copy of the results of these tests shall be made available to the employer.

ARTICLE 23 – SUBORDINATION OF AGREEMENT

- 23.1 The parties agree that except where matters are covered by express provisions of this Agreement, the employees are subject to the Rules of the Skagit County Civil Service Commission.

- 23.2 It is understood and acknowledged by the parties that under some circumstances individual employees who are covered by this Agreement may have potential remedies available to them under both this Agreement's grievance procedure and under the Rules of the Skagit County Civil Service Commission. Therefore, in order to avoid multiple hearings on the same subject, and in order to also protect the rights of individual employees, the parties hereby agree upon the following procedure in order to handle such situations.
- 23.3 It is understood and agreed herein that employees will have the right to initiate or to request the Guild to initiate proceedings on their behalf under both this Agreement's grievance procedure and the Rules of the Skagit County Civil Service Commission; PROVIDED, that employees do not actually proceed to a hearing under both procedures, as is set forth below.
- 23.4 In the case of actions both appealable to the Civil Service Commission and grievable under the terms of this Agreement:
- 23.4.1 If the employee has filed only a grievance, a written election of remedies shall be made by the employee filing the action within ten (10) calendar days after the receipt of the Grievance Step 3 response. At this point, an employee may elect to either pursue an appeal to the Civil Service Commission, or continue with the contractual grievance procedure, but not both.
- 23.4.2 If the employee has filed only a Civil Service appeal, a written election of remedies shall be made by the employee filing the action within ten (10) calendar days after the Civil Service Commission has notified the employee that his/her appeal has been accepted and will be scheduled for a hearing. At this point, an employee may elect to either pursue an appeal to the Civil Service Commission, or may access the contractual grievance procedure, but not both. If an individual files a timely civil service appeal, but does not receive a response from the Civil Service Commission as to whether the appeal will be accepted before the timeline for the filing of a grievance expires, the parties agree to restart the timeline for the initial filing of the grievance in the event that the Civil Service Commission declines to accept the appeal.
- 23.4.3 If an employee has initiated both a grievance and a Civil Service appeal, within ten (10) calendar days after the receipt of a Step 3 grievance answer from the County, or within ten (10) calendar days after the Civil Service Commission has notified the employee that his/her appeal has been accepted and will be scheduled for a hearing, a written election of remedies shall be made by the employee filing the actions. At this point, an employee may elect to either pursue an appeal to the Civil Service Commission, or continue with the contractual grievance procedure, but not both.
- 23.5 The withdrawal of an individual employee in a civil service hearing will not, however, have any impact whatsoever upon the rights of other individual employees to pursue a grievance based upon the same set of facts, or to obtain appropriate relief for that grievance.
- 23.6 The County hereby agrees that in instances where both the grievance procedure provided for in this Agreement and a civil service appeal by one or more individual employees arising out of the same factual situation, have been initiated, the County will notify the Guild and impacted individual employee(s) at or before the time when the County presents its Step 3 grievance answer to the Guild about whether the county plans to raise any procedural objections to the grievance which might prevent the grievance from being heard on its merits by a neutral arbitrator.
- 23.7 The County agrees further that should the County fail to provide such notification to the Guild and to individual employees in a timely manner, and should the Guild then proceed

forward to arbitration with that particular grievance, the County will have waived any procedural objections to the grievance that it otherwise could have raised.

ARTICLE 24 – SAVINGS CLAUSE

If any provision of this Agreement or the application of such provisions should be rendered or declared invalid by any Court action or by reason of any existing or subsequently enacted legislation, the remaining parts or portions of this Agreement shall remain in full force.

ARTICLE 25 – ENTIRE AGREEMENT

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

ARTICLE 26 – TERM OF AGREEMENT

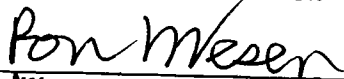

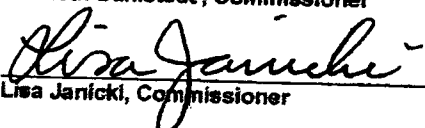
This contract will be effective and retroactive and extend from the January 1, 2020 until December 31, 2022.

THIS CONTRACT SIGNED this 10 day of August, 2020.


Don McDermott, Skagit County Sheriff

 U-37
Martin Steiner, President
Skagit County Deputy Sheriff's Guild

BOARD OF COUNTY COMMISSIONERS
SKAGIT COUNTY, WASHINGTON


Ron Wesen, Chair

Kenneth Dahlstedt, Commissioner

Lisa Janicki, Commissioner

**SKAGIT COUNTY
2020 SALARY STRUCTURE
SHERIFF'S GUILD PATROL SERGEANT
1.5% COLA EFFECTIVE - JANUARY 1, 2020**

DURATION (MONTHS)	PAY TYPE	PAY PERIOD	12 18 36		
			STEP 1	STEP 2	STEP 3
4527A [101]	Base	HOURLY	\$42.87	\$44.59	\$46.37
		SEM-MONTHLY (40)	\$3,715.81	\$3,864.46	\$4,019.07
		MONTHLY (40)	\$7,431.62	\$7,728.92	\$8,038.14
		ANNUAL (40)	\$89,179.44	\$92,747.04	\$96,457.68
4527B [102]	Base + Shift	HOURLY	\$43.95	\$45.70	\$47.53
		102.50% SEM-MONTHLY (40)	\$3,808.67	\$3,961.01	\$4,119.47
		MONTHLY (40)	\$7,617.34	\$7,922.02	\$8,238.94
		ANNUAL (40)	\$91,408.08	\$95,064.24	\$98,867.28
4527C [103]	Base + Premium	HOURLY	\$44.05	\$45.82	\$47.65
		102.75% SEM-MONTHLY (40)	\$3,817.97	\$3,970.89	\$4,129.54
		MONTHLY (40)	\$7,635.94	\$7,941.38	\$8,259.08
		ANNUAL (40)	\$91,631.28	\$95,296.56	\$99,108.96
4527D [104]	Base + AA	HOURLY	\$43.30	\$45.03	\$46.84
		101.00% SEM-MONTHLY (40)	\$3,752.87	\$3,902.98	\$4,059.10
		MONTHLY (40)	\$7,505.74	\$7,805.96	\$8,118.20
		ANNUAL (40)	\$90,068.88	\$93,671.52	\$97,418.40
4527E [105]	Base + BA	HOURLY	\$43.73	\$45.48	\$47.30
		102.00% SEM-MONTHLY (40)	\$3,789.98	\$3,941.59	\$4,099.27
		MONTHLY (40)	\$7,579.96	\$7,883.18	\$8,198.54
		ANNUAL (40)	\$90,959.52	\$94,598.16	\$98,382.48
4527F [106]	Base + Shift + AA	HOURLY	\$44.38	\$46.15	\$48.00
		103.50% SEM-MONTHLY (40)	\$3,845.93	\$3,999.78	\$4,159.77
		MONTHLY (40)	\$7,691.86	\$7,999.56	\$8,319.54
		ANNUAL (40)	\$92,302.32	\$95,994.72	\$99,834.48
4527G [107]	Base + Shift + BA	HOURLY	\$44.80	\$46.60	\$48.46
		104.50% SEM-MONTHLY (40)	\$3,882.92	\$4,038.25	\$4,199.78
		MONTHLY (40)	\$7,765.84	\$8,076.50	\$8,399.56
		ANNUAL (40)	\$93,190.08	\$96,918.00	\$100,794.72
4527H [108]	Base + Shift + Premium	HOURLY	\$45.13	\$46.93	\$48.81
		105.25% SEM-MONTHLY (40)	\$3,911.01	\$4,067.47	\$4,230.16
		MONTHLY (40)	\$7,822.02	\$8,134.94	\$8,460.32
		ANNUAL (40)	\$93,864.24	\$97,619.28	\$101,523.84
4527I [109]	Base + Shift + Premium + AA	HOURLY	\$45.58	\$47.38	\$49.27
		106.25% SEM-MONTHLY (40)	\$3,948.21	\$4,106.12	\$4,270.37
		MONTHLY (40)	\$7,896.42	\$8,212.24	\$8,540.74
		ANNUAL (40)	\$94,757.04	\$98,546.88	\$102,488.88
4527J [110]	Base + Shift + Premium + BA	HOURLY	\$45.98	\$47.82	\$49.73
		107.25% SEM-MONTHLY (40)	\$3,985.10	\$4,144.49	\$4,310.28
		MONTHLY (40)	\$7,970.20	\$8,288.98	\$8,620.56
		ANNUAL (40)	\$95,642.40	\$99,467.76	\$103,446.72
4527K [111]	Base + Premium + AA	HOURLY	\$44.48	\$46.26	\$48.11
		103.75% SEM-MONTHLY (40)	\$3,855.28	\$4,009.48	\$4,169.85
		MONTHLY (40)	\$7,710.52	\$8,018.96	\$8,339.70
		ANNUAL (40)	\$92,526.24	\$96,227.52	\$100,076.40
4527L [112]	Base + Premium + BA	HOURLY	\$44.91	\$46.71	\$48.58
		104.75% SEM-MONTHLY (40)	\$3,892.29	\$4,047.97	\$4,209.91
		MONTHLY (40)	\$7,784.58	\$8,095.94	\$8,419.82
		ANNUAL (40)	\$93,414.96	\$97,151.28	\$101,037.84
4527M [113]	Base + Premium 2	HOURLY	\$43.52	\$45.28	\$47.07
		103.50% SEM-MONTHLY (40)	\$3,771.55	\$3,922.43	\$4,079.36
		MONTHLY (40)	\$7,543.10	\$7,844.86	\$8,158.72
		ANNUAL (40)	\$90,517.20	\$94,138.32	\$97,904.64
4527N [114]	Base + Shift + Premium 2	HOURLY	\$44.81	\$46.39	\$48.25
		106.00% SEM-MONTHLY (40)	\$3,865.80	\$4,020.43	\$4,181.26
		MONTHLY (40)	\$7,731.60	\$8,040.86	\$8,362.52
		ANNUAL (40)	\$92,779.20	\$96,490.32	\$100,350.24
4527O [115]	Base + Shift + Premium 2 + AA	HOURLY	\$44.71	\$46.50	\$48.36
		107.00% SEM-MONTHLY (40)	\$3,875.24	\$4,030.25	\$4,191.48
		MONTHLY (40)	\$7,750.48	\$8,060.50	\$8,382.96
		ANNUAL (40)	\$93,005.76	\$96,726.00	\$100,595.52
4527P [116]	Base + Shift + Premium 2 + BA	HOURLY	\$43.95	\$45.71	\$47.54
		108.00% SEM-MONTHLY (40)	\$3,809.16	\$3,961.62	\$4,119.99
		MONTHLY (40)	\$7,618.32	\$7,923.04	\$8,239.98
		ANNUAL (40)	\$91,419.84	\$95,076.48	\$98,879.76
4527Q [117]	Base + Premium 2 + AA	HOURLY	\$44.39	\$46.15	\$48.01
		104.50% SEM-MONTHLY (40)	\$3,846.83	\$4,000.71	\$4,160.76
		MONTHLY (40)	\$7,693.66	\$8,001.42	\$8,321.52
		ANNUAL (40)	\$92,323.92	\$96,017.04	\$99,858.24
4527R [118]	Base + Premium 2 + BA	HOURLY	\$45.04	\$46.84	\$48.72
		105.50% SEM-MONTHLY (40)	\$3,903.82	\$4,059.78	\$4,222.17
		MONTHLY (40)	\$7,807.24	\$8,119.56	\$8,444.34
		ANNUAL (40)	\$93,686.88	\$97,434.72	\$101,332.08

ATTACHMENT B

Physical Fitness Standards and Procedures

PUSH-UPS

1. The participant is to assume the appropriate up position (see below). The body should be straight and the hands about shoulder width apart.
2. The body should remain rigid throughout the down phase, with the chest coming to within three (3) inches of the floor. (A partner can place a fist on the floor beneath the participant's chest as a general guide).
3. From the down phase, the participant must return to the up position with the arms straight.
4. The participant is only permitted to rest in the up position.

Count the total number of push-ups the participant performs in one minute.

PUSH-UPS/ONE MINUTE		
AGE	MALE	FEMALE
20-29	34	17
30-39	25	12
40-49	20	8
50-59 (and older)	15	6

SIT UPS

1. Sit ups shall be performed in the bent leg position.
2. Hands should be positioned behind the head or neck. One complete sit up shall be from the flat back position to a position where the back is perpendicular to the floor or other source.
3. Count the total number of sit-ups the participant performs in one minute.

SIT UPS/ONE MINUTE		
AGE	MALE	FEMALE
20-29	37	31
30-39	34	24
40-49	28	19
50-59	23	13

1.5 MILE/RUN TEST TIME (MINUTES)		
AGE	MALE	FEMALE
20-29	13:00	16:57
30-39	13:38	17:45
40-49	14:17	18:30
50-59	16:15	19:30

ATTACHMENT C

SUMMARY OF BENEFITS

**SKAGIT COUNTY
HEALTH CARE BENEFITS PLANS**

STANDARD 500 PLAN

Available to All Non-Represented Employees and to the following Union Employees:

*AFSCME, IBU, IFPTE, Teamsters, Prosecuting Attorneys Guild,
Corrections Deputies Guild, and Deputy Sheriff's Guild*

EFFECTIVE JANUARY 1, 2020

TPSC GROUP # 45990

MEDICAL SUMMARY OF BENEFITS – STANDARD 500 PLAN

BENEFIT PERIOD	Calendar Year	
BENEFIT LIMITATION	Services from Non-Preferred Providers are limited to a Usual & Customary and/or Reasonable (UCR) allowance.	
PRE-CERTIFICATION	Pre-certification is required for certain Inpatient admissions. For details, see PRE-CERTIFICATION OF INPATIENT ADMISSIONS in your SPD.	
LIFETIME MAXIMUM BENEFIT	Unlimited	
	PREFERRED PROVIDER	NON-PREFERRED PROVIDER
DEDUCTIBLE <i>Applies to all services unless otherwise noted.</i>	\$500 Individual/\$1,000 Family per Calendar Year	
OUT-OF-POCKET MAXIMUM —Benefits are increased to 100% payment if Out-of-Pocket expenses for Deductibles, Copays & Coinsurance (including Outpatient Prescription Drugs) reach these amounts. Non-covered services and amounts in excess of Maximum Allowable Charges are <u>not</u> included in the Out-of-Pocket Maximum.	\$2,500 Individual/\$5,000 Family per Calendar Year	
PRIMARY SERVICES		
I. PHYSICIAN SERVICES		
<u>Inpatient</u>	Hospital Visit Surgery	Paid at 80% Paid at 80%
<u>Outpatient</u>	Office Visit Surgery	Paid at 80% Paid at 80%
II. PREVENTIVE CARE SERVICES —For a list of Preventive Care Services, see http://tpscbenefits.com/preventive-care-services		
Routine Vision Exam—Limited to one (1) exam per Calendar Year	Paid at 100%	Paid at 60%
	Deductible Waived, Paid at 100%	Deductible Waived, Paid at 60%
III. HOSPITAL SERVICES		
<u>Inpatient</u>	Room and Board Intensive Care & Coronary Care Units Hospital Miscellaneous Expenses	Paid at 80% Paid at 80% Paid at 80%
<u>Outpatient</u>	Outpatient Department/Ambulatory Surgical Center Hospitalization for Dental Services— Limited to \$1,000 per Calendar Year	Paid at 80% Paid at 80% Paid at 80%
<u>Emergency Room</u>	Services and Supplies X-ray and Lab	\$100 Copay,* then Paid at 80% Paid at 80%
		\$100 Copay,* then Paid at 80% Paid at 80%
* Emergency Room Copay & Coinsurance is waived if patient is admitted as an inpatient.		
IV. DIAGNOSTIC SERVICES —Includes interpretations: non-routine/non-preventive scans, imaging and labs; non-routine cancer screenings.		
Physician Services Inpatient/ Outpatient Facility Services Diagnostic Colonoscopies & Mammograms	Paid at 80% Paid at 80% Deductible Waived, Paid at 100%	Paid at 80% Paid at 60% Deductible Waived, Paid at 60%
V. MATERNITY & NEWBORN CARE —Limited to Employees, Spouses & Domestic Partners.		
Office Visits/Professional Services Hospital/Birthing Center	Paid at 80% Paid at 80%	Paid at 60% Paid at 60%
VI. CHEMICAL DEPENDENCY & MENTAL HEALTH TREATMENT		
	Paid at 80%	Paid at 60%

Skagit County Summary of Benefits – Standard 500 Plan
Effective January 1, 2020

MEDICAL SUMMARY OF BENEFITS – STANDARD 500 PLAN (continued)

PRIMARY SERVICES (continued)	PREFERRED PROVIDER	NON-PREFERRED PROVIDER
VII. HOME HEALTH CARE <i>Limited to 130 visits per Calendar Year.</i>	Paid at 80%	Paid at 60%
VIII. HOSPICE — <i>Limited to six (6) months of care per Lifetime; other Limitations apply.</i>	Paid at 80%	Paid at 60%
IX. OUTPATIENT PRESCRIPTION DRUGS **Deductible Waived**		
<u>Retail</u> — <i>Limited to a 30-day supply.</i>	MAXORPLUS PHARMACIES	NON-MEMBER PHARMACIES*
Generic Drugs	\$ 15 Copay, then Paid at 100%	\$15 Copay, then Paid at 80%*
Formulary Brand Name Drugs	\$ 30 Copay, then Paid at 100%	\$30 Copay, then Paid at 80%*
Non-Formulary Brand Name Drugs	\$ 50 Copay, then Paid at 100%	\$50 Copay, then Paid at 80%*
<u>Mail Order</u> — <i>Limited to a 90-day supply, but only pay for a two (2)-month supply.</i>		
Generic Drugs	\$ 30 Copay, then Paid at 100%	Not Available
Formulary Brand Name Drugs	\$ 60 Copay, then Paid at 100%	Not Available
Non-Formulary Brand Name Drugs	\$100 Copay, then Paid at 100%	Not Available
<u>Specialty Drugs</u> — <i>Limited to a 30-day supply. Your Coinsurance is limited to a maximum \$200 per prescription. After first retail fill, must be purchased from Maxor Mail Order.</i>	Paid at 80%	Not Available
<i>*You must pay 100% of cost at time of purchase, then submit claim to Maxor for reimbursement. Limited to Maxor's Maximum Allowable Charge for the drug less applicable copay and coinsurance.</i>		
X. SKILLED NURSING FACILITY <i>Limited to ninety (90) days per Calendar Year.</i>	Paid at 80%	Paid at 60%
XI. TRANSPLANT BENEFIT	Paid at 80%	Not Covered
XII. OTHER BENEFITS		
Acupuncture <i>Limited to twelve (12) visits per Calendar Year.</i>	Paid at 80%	Paid at 60%
Ambulance	Paid at 80%	Paid at 80%
Cardiac & Pulmonary Rehabilitation <i>Limited to thirty (30) visits combined per Calendar Year.</i>	Paid at 80%	Paid at 60%
Dental Injury— <i>Limited to \$750 per Calendar Year.</i>	Paid at 80%	Paid at 60%
Diabetic Care Instruction <i>Limited to one (1) visit per Calendar Year.</i>	Paid at 100%	Not Covered
Durable Medical Equipment (DME), Medical Supplies, Prosthetic & Orthopedic Appliances	Paid at 80%	Paid at 60%
Home Infusion Therapy	Paid at 80%	Paid at 60%
Inpatient Habilitation or Rehabilitation <i>Limited to five (5) days/condition per Calendar Year.</i>	Paid at 80%	Paid at 60%
Manipulations & Other Modalities <i>Limited to twenty (20) visits per Calendar Year.</i>	Paid at 80%	Paid at 60%
Outpatient Habilitative Services— <i>Includes Massage, Neurodevelopmental, Occupational, Physical & Speech Therapies. Limited to twelve (12) visits per Calendar Year for children under age 7.</i>	Paid at 80%	Paid at 60%
Outpatient Rehabilitation— <i>Includes Massage, Occupational, Physical & Speech Therapies. Limited to thirty (30) visits combined per Calendar Year.</i>	Paid at 80%	Paid at 60%
PKU	Paid at 80%	Paid at 60%
Temporomandibular Joint Dysfunction (TMJ) <i>Limited to \$1,000/Calendar Year, \$5,000/Lifetime.</i>	Paid at 80%	Paid at 60%
Voluntary Male Sterilization <i>Limited to \$1,000 per Lifetime.</i>	Paid at 80%	Paid at 60%
Eligible Non-Listed Services	Paid at 80%	Paid at 60%

SUMMARY OF BENEFITS

SKAGIT COUNTY HEALTH CARE BENEFITS PLANS

HIGH DEDUCTIBLE HEALTH PLAN (HDHP with HSA)

Available to All Non-Represented Employees and to the following Union Employees:

*AFSCME, IBU, IFPTE, Teamsters, Prosecuting Attorneys Guild,
Corrections Deputies Guild, and Deputy Sheriff's Guild*

EFFECTIVE JANUARY 1, 2020

TPSC GROUP # 45990

STATEMENT OF GRANDFATHERED STATUS

SKAGIT COUNTY believes this Plan is a "grandfathered health plan" under the Patient Protection and Affordable Care Act ("Affordable Care Act"). As permitted under the Affordable Care Act, a grandfathered health plan can preserve certain basic health coverage that was already in effect when that law was enacted. Being a grandfathered health plan means that this Plan may not include certain consumer protections of the Affordable Care Act that apply to other plans; for example, the requirement for the provisions of preventive health care services without any cost sharing. However, grandfathered plans must comply with certain other consumer protections in the Affordable Care Act, for example, the elimination of lifetime limits on benefits.

Questions regarding which protections apply and which protections do not apply to a grandfathered health plan and what might cause a plan to change from grandfathered health plan status can be directed to the Plan Administrator at SKAGIT COUNTY.

You may also contact the Employee Benefits Security Administration, U. S. Department of Labor at (866) 444-3272, or www.dol.gov/ebsa/healthreform. This website has a table summarizing which protections do and do not apply to grandfathered plans.

MEDICAL SUMMARY OF BENEFITS – HIGH DEDUCTIBLE HEALTH PLAN (HDHP with HSA)¹

This summary is provided as a highlight of your health care plan benefits available to eligible Employees. If you have questions about your coverage, see your Summary Plan Description (SPD) or contact TPSC Member Services at (800) 426-9786.

BENEFIT PERIOD		Calendar Year	
BENEFIT LIMITATION		Services from Non-Preferred Providers are limited to a Usual & Customary and/or Reasonable (UCR) allowance.	
PRE-CERTIFICATION		Pre-certification is required for certain Inpatient admissions. See PRE-CERTIFICATION OF HOSPITAL ADMISSION in your SPD for details.	
LIFETIME MAXIMUM BENEFIT		Unlimited	
		PREFERRED PROVIDER	NON-PREFERRED PROVIDER
DEDUCTIBLE <i>Applies to all services unless otherwise noted.</i>		\$1,400 Employee-only/\$2,800 Employee & Family per Calendar Year	
OUT-OF-POCKET MAXIMUM—Benefits are increased to 100% payment if Out-of-Pocket expenses for Deductibles & Coinsurance (including Outpatient Prescription Drugs) reach these amounts. Non-covered services and amounts in excess of Maximum Allowable Charges are <u>not</u> included in the Out-of-Pocket Maximum.		\$6,900 Employee-only/\$13,800 Employee & Family per Calendar Year	
PRIMARY SERVICES			
I. PHYSICIAN SERVICES			
<u>Inpatient</u>			
	Hospital Visit	Paid at 80%	Paid at 60%
	Surgery	Paid at 80%	Paid at 60%
<u>Outpatient</u>			
	Office Visit	Paid at 80%	Paid at 60%
	Surgery	Paid at 80%	Paid at 60%
II. PREVENTIVE CARE SERVICES —Contact Member Services at (800) 426-9786 to confirm which Preventive Care services are covered			
Preventive Care		Deductible Waived , Paid at 100%	Deductible Waived , Paid at 60%
Screening Colonoscopies & Mammograms		Deductible Waived , Paid at 100%	Deductible Waived , Paid at 60%
Routine Vision Exam—Limited to one (1) exam per Calendar Year		Paid at 100%	Paid at 60%
Sterilization—Limited to \$1,000 per Lifetime		Paid at 80%	Paid at 60%
Contraceptive Management		Paid at 80%	Paid at 60%
III. HOSPITAL SERVICES			
<u>Inpatient</u>			
	Room and Board	Paid at 80%	Paid at 60%
	Intensive Care & Coronary Care Units	Paid at 80%	Paid at 60%
	Hospital Miscellaneous Expenses	Paid at 80%	Paid at 60%
<u>Outpatient</u>			
	Outpatient Department/Ambulatory Surgical Center	Paid at 80%	Paid at 60%
	Hospitalization for Dental Services—Limited to \$1,000 per Calendar Year	Paid at 80%	Paid at 50%
<u>Emergency Room</u>			
	Services and Supplies	Paid at 80%	Paid at 80%
	X-ray and Lab	Paid at 80%	Paid at 80%
IV. DIAGNOSTIC SERVICES —Includes interpretations, non-routine/non-preventive scans, imaging and labs, non-routine cancer screenings			
Physician Services		Paid at 80%	Paid at 60%
Inpatient/Outpatient Facility Services		Paid at 80%	Paid at 60%
Diagnostic Colonoscopies & Mammograms		Deductible Waived , Paid at 100%	Deductible Waived , Paid at 60%

¹ Available to All Non-Represented Employees and to the following Union Employees:
AFSCME, IBU, IFPTE, Teamsters, Prosecuting Attorneys Guild, Corrections Deputies Guild and Deputy Sheriff's Guild

MEDICAL SUMMARY OF BENEFITS – HDHP with HSA (continued)

PRIMARY SERVICES (continued)	PREFERRED PROVIDER	NON-PREFERRED PROVIDER
V. MATERNITY & NEWBORN CARE — <i>Limited to Employees, Spouses & Domestic Partners</i>		
Office Visits/Professional Services	Paid at 80%	Paid at 60%
Hospital/Birthing Center	Paid at 80%	Paid at 60%
VI. CHEMICAL DEPENDENCY & MENTAL HEALTH TREATMENT	Paid at 80%	Paid at 60%
VII. HOME HEALTH CARE <i>Limited to 130 visits per Calendar Year.</i>	Paid at 80%	Paid at 60%
VIII. HOSPICE — <i>Limited to six (6) months of care per Lifetime; other Limitations apply.</i>	Paid at 80%	Paid at 60%
IX. OUTPATIENT PRESCRIPTION DRUGS	MAXORPLUS PHARMACIES	NON-MEMBER PHARMACIES*
<u>Retail</u> — <i>Limited to a 90-day supply</i>		
Generic Drugs	Paid at 80%	Paid at 80%*
Formulary Brand Name Drugs	Paid at 80%	Paid at 80%*
Non-Formulary Brand Name Drugs	Paid at 80%	Paid at 80%*
		<i>*Limited to Maxor's Maximum Allowable Charge.</i>
<u>Mail Order</u> — <i>Limited to a 90-day supply, but only pay for a two (2)-month supply.</i>		
Generic Drugs	Paid at 80%	Not Available
Formulary Brand Name Drugs	Paid at 80%	Not Available
Non-Formulary Brand Name Drugs	Paid at 80%	Not Available
<u>Specialty Drugs</u> — <i>Limited to a 30-day supply. After first retail fill, must be purchased through Maxor Mail-Order Pharmacy.</i>	Paid at 80%	Not Available
X. SKILLED NURSING FACILITY <i>Limited to ninety (90) days per Calendar Year.</i>	Paid at 80%	Paid at 60%
XI. TRANSPLANT BENEFIT	Paid at 80%	Not Covered
XII. OTHER BENEFITS		
Acupuncture <i>Limited to twelve (12) visits per Calendar Year.</i>	Paid at 80%	Paid at 60%
Ambulance	Paid at 80%	Paid at 80%
Dental Injury— <i>Limited to \$750 per Calendar Year</i>	Paid at 80%	Paid at 60%
Diabetic Care Instruction <i>Limited to one (1) visit per Calendar Year</i>	Paid at 100%	Not Covered
Durable Medical Equipment (DME), Medical Supplies, Prosthetic & Orthopedic Appliances	Paid at 80%	Paid at 60%
Home Infusion Therapy	Paid at 80%	Paid at 60%
Inpatient Rehabilitation— <i>Limited to five (5) days per condition, per Calendar Year.</i>	Paid at 80%	Paid at 60%
Manipulations & Related Modalities <i>Limited to twenty (20) visits per Calendar Year</i>	Paid at 80%	Paid at 60%
Naturopathic Physician	Paid at 80%	Paid at 60%
Neurodevelopmental Therapy— <i>To Age 7— Limited to twelve (12) visits per Calendar Year.</i>	Paid at 80%	Paid at 60%
Outpatient Rehabilitation— <i>Includes Cardiac, Massage, Occupational, Physical, Pulmonary & Speech Therapies. Limited to twenty-four (24) visits/Calendar Year all therapies combined.</i>	Paid at 80%	Paid at 60%
PKU	Paid at 80%	Paid at 60%
Temporomandibular Joint Dysfunction (TMJ) <i>Limited to \$1,000 per Calendar Year, \$5,000 per Lifetime.</i>	Paid at 80%	Paid at 60%
Eligible Non-Listed Services	Paid at 80%	Paid at 60%

Skagit County Summary of Benefits – HDHP (with HSA)
Effective January 1, 2020

ATTACHMENT D UNIFORM GUIDE

LEATHER GEAR			
GUNBELT	1	HANDCUFF CASE	2
GUN HOLSTER	1	TROUSER BELT	1
FLASHLIGHT HOLDER	2	BADGE WALLET	1
KEY HOLDER	1	OC SPRAY HOLDER	1
		RADIO HOLDER	1
		BATON HOLDER	1
		TASER HOLDER	1

EQUIPMENT			
HANDGUN	1		BATON
		FLASHLIGHT (MAG LIGHT STYLE)	1
HANDCUFFS	2 Personal Choice		PORTABLE RADIO
FLASHLIGHT (STINGER)	1		1
			1

UNIFORM MISC ITEMS			
BOOTS	1PR	MAXIMUM 225.00 ANNUALLY DETECTIVES REPLACED WHEN WORN OUT	
JUMPSUIT	1	GLOVES	1 PR
POLO SHIRT WITH INSIGNIA	1	PROTECTIVE VEST	1
BADGE/WALLET BADGE	1 EACH	BASEBALL CAP	1
			PATROL JACKET
			1
			RAID JACKET (DETECTIVES)
			1

CLASS B DUTY UNIFORM			
SHORT SLEEVE SHIRT	2	LONG SLEEVE SHIRT	2
		TROUSERS	2

CLASS A UNIFORM			
DUTY DRESS SLACKS	1	LONG SLEEVE SHIRT	1
			TIE
			1
			SCSO TIE CLIP/COLLAR BRASS
			1 SET
SUBJECT TO APPROVAL AND SELECTION OF STANDARD BY THE SHERIFF			

MEMORANDUM OF UNDERSTANDING

By and Between

Skagit County

And

The Skagit County Deputy Sheriff's Guild

This Memorandum of Understanding ("MOU") is executed between Skagit County ("County") and the Skagit County Deputy Sheriff's Guild ("Guild").

Background

- A. The County and Guild are parties to a collective bargaining agreement ("CBA").
- B. The County and Guild have determined that it is in the mutual interest of the County and Guild to develop a policy that will set in place a procedure for the appointment of and payment of Corporals.

The purpose of this MOU is to document policy and procedure for the appointment Corporals

Agreement

In consideration of the mutual promises of the parties, it is hereby agreed as follows:

- 1. A Corporal is an additional supervisor for a unit or squad that reports directly to a Sergeant. If there is more than one Corporal on duty at the same time, the most senior corporal on shift will be the designated in charge below the on duty Sgt.
- 2. A Corporal will be promoted by the Sheriff or designee. The promotion will take place from a testing procedure implemented by the Skagit County Sheriff. The Sheriff or designee will select the candidate using the rule of 3 from the 3 top scores that exist on the corporal list as a result of the testing process.
- 3. Corporals shall be paid 3.33% Per Hour above their current pay rate. Corporals will be paid the Step One Sergeants wage permitted by the current CBA if, there are no Sergeants on shift assigned to the specific unit the traditional sergeant vacancy occurs for an hour for hour basis.
- 4. If there is not a sergeant or Corporal on duty, the highest ranking Deputy on the current Corporals list, on shift, will be responsible for the shift (lead officer) and will receive the CBA rate (Step One of Sergeants wage) for out of class pay on an hour for hour basis even if there is a sergeant in service for an overtime detail. In the event no one working is currently on the Corporal promotional list, the shift Sergeant will designate a lead officer to cover the shift.
- 8. Any disputes concerning the interpretation or application of this MOU shall be resolved through the grievance procedure in the CBA between the County and the Guild.
- 9. This MOU shall be effective immediately, and shall become a part of the CBA.

MEMORANDUM OF UNDERSTANDING

BY AND BETWEEN

SKAGIT COUNTY
AND
THE SKAGIT COUNTY DEPUTY SHERIFF'S GUILD

This memorandum of understanding (MOU) between the Sheriff of Skagit County and the Skagit County Deputy Sheriffs Guild is for the sole purpose of documenting an agreement in regards to the SCSO investigations unit going to a four ten hour shift schedule. (4x10) This MOU addresses a change in the investigations work schedule and the proposed contract change is in no way intended to alter the patrol divisions current interpretation of the contract.

WHEREAS, the Skagit County Sheriffs Guild desires to enter into an agreement with the Sheriff of Skagit County in order to change the investigation units current work schedule to a four ten hour day schedule the guild is willing to deviate from the current labor agreement in the following instances:

- 1) That detectives assigned to investigations are willing to work a 4x 10 schedule that at times will include splitting days off so that they are not necessarily consecutive but will always include at least two of the days off as consecutive.
- 2) That detectives are willing to work a five eight hour day schedule (5x8, Monday thru Friday) on those weeks that have a holiday that is recognized in the current labor contract and that each detective will take said holiday off with those benefits currently negotiated in the existing contract.
- 3) That for the purpose of "call back to duty" compensation it is agreed that when a detectives regularly scheduled thy off is only a single day and is not scheduled to be consecutive with any other day off it will be considered "between shifts" and the detective will be compensated as such, as per the current labor contract.
- 4) That the proposed 4x10 work schedule is at the sole discretion of the Sheriff of Skagit County and that with a minimum of 3 days notice the Sheriff could order the return to a regular 5x8, Monday thru Friday schedule if he so desires.

By: _____
Skagit County Sheriff

By: _____
Skagit County Deputy Sheriff's Guild

Dated this ___ day of _____, 2006

Dated this ___ day of _____, 2006

MEMORANDUM OF UNDERSTANDING
BY AND BETWEEN

SKAGIT COUNTY
AND
SKAGIT COUNTY DEPUTY SHERIFF'S PATROL GUILD

K-9 OVERTIME PAY

The County understands that the care for dogs assigned to K-9 duty does not stop on the deputy's scheduled days off. The county agrees to allow deputies assigned full time to K-9 duty to submit for 15 minutes of overtime pay on their scheduled days off, 'vacation, sick leave, or any other approved days off in order to care for their K-9 partner.

By: _____
Skagit County Sheriff

By: _____
Skagit County Deputy Sheriff's Guild

Dated this ___ day of _____, 2006

Dated this ___ day of _____, 2006

By: _____
Skagit County Administrator

Dated this ___ day of _____, 2006

MEMORANDUM OF UNDERSTANDING
BY AND BETWEEN

SKAGIT COUNTY
AND
THE SKAGIT COUNTY DEPUTY SHERIFFS GUILD

Regarding OPTIONAL Extra Duty Law Enforcement Work Contracted By Skagit County

In the interest of providing service to the citizens of Skagit County the Skagit County Sheriff's Office and the Skagit County Deputy Sheriffs Guild agree to the following conditions with regard to optional extra duty work.

All optional extra duty law enforcement work will now be contracted through Skagit County. Examples of extra duty work will include but are not limited to: Skagit Speedway, traffic control for house moves, dance security, commercials, movies shoots, etc.

1. Deputies are not required to work optional extra duty assignments.
2. The Skagit County Deputy Sheriff's Guild will be responsible for posting and filling the assignments for optional extra duty work in a fair and consistent manner.
3. Deputies will receive their standard overtime rate of pay for all optional extra duty work performed.
4. The parties agree to start the work period when the deputy arrives at the job site. Deputies will be allowed to drive their patrol vehicles to the job site. Employees may be compensated for travel times to and from optional extra duty assignments depending upon the agreement between the Guild and extra duty employer
5. Generally, deputies will not be compensated for optional extra duty assignments that are cancelled with appropriate and timely notification.
6. For payroll purposes an overtime slip will be submitted which is to state specifically: employer i.e. speedway, hours worked, and date of event. On your time sheet overtime code write H for special event and in remarks write the employer or event i.e. Speedway, Elks dance, etc.

By: _____
Skagit County Sheriff

By: _____
Skagit County Deputy Sheriff's Guild

Dated this ___ day of _____, 2006

Dated this ___ day of _____, 2006

Modified per Tom Molitor review – see email of 1/12/09.

Modified per Tom Molitor review – see email of 1/12/09.

Deleted per Tom Molitor review – see email of 1/12/09

Modified per Tom Molitor review – see email of 1/12/09.

Memorandum of Understanding (MOU)

by and between

Skagit County Sheriff's Office (SCSO)

Re: Lateral entry pay steps

Whereas, the SCSO and the Guild have agreed that it is in the best interest of the parties to have flexibility in offering qualified lateral candidates a higher pay step than would be offered an entry level employee. Now, therefore, the SCSO and the Guild have agreed to the following terms and conditions related to pay steps.

1. The Sheriff has the right to offer qualified lateral applicants a higher starting pay step than entry level candidates. This will be dependant on the needs of the Sheriff's Office, the experience and training of the applicant.
2. Should any qualified lateral candidate be offered a higher starting pay than step three, the Skagit County Deputy Sheriff's Guild will be notified, however the Skagit County Deputy Sheriff's Guild will not attempt to block or challenge the Sheriff's decision in any manner.

It is agreed this ____ day of August, 2008

For the Skagit County Sheriff's Office

Rick Grimstead, Sheriff

For the Skagit County Deputy Sheriff's Guild

Rick Duhaime, President