

LABOR AGREEMENT

BETWEEN

**THE SKAGIT COUNTY SHERIFF,
SKAGIT COUNTY, WASHINGTON**

AND

**SKAGIT COUNTY SHERIFF'S OFFICE STAFF
LOCAL 176-SO, COUNCIL #2, AFSCME**

January 1, 2017 through December 31, 2019



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PREAMBLE

THIS AGREEMENT is made and entered into by and between the Skagit County Commissioners and the Skagit County Sheriff, hereinafter referred to as Employer, and American Federation of State, County and Municipal Employees, Washington State Council of Counties and City Employees, Council 2, hereinafter referred to as Union. The purpose of this Agreement is to set forth the understanding reached between the parties with respect to wages, hours of work and other terms and conditions of employment for employees of the County who are represented by the Union and set forth in Article 1.

ARTICLE 1 RECOGNITION

- 1.1 **UNION RECOGNIZED.** The Employer recognizes the Union as the sole and exclusive bargaining representative for all regular full-time and regular part-time Support Service personnel within the Sheriff's Department, including those classifications listed in Attachment A, Classification Plan, to this Agreement.
- 1.2 **NEW CLASSIFICATION.** Should a new job classification be created, the Employer will notify the Union within ten (10) working days and negotiations over appropriate wages for said classification will begin within thirty (30) days of the notification.
- 1.3 **USE OF VOLUNTEERS/TRAINEES.** The Employer and Union recognize that the use of volunteers, persons participating in job training programs and persons participating in educational programs which are funded by moneys other than the County provide a benefit to the County, the worker and the community in general. Therefore, it is agreed that these persons may be used from time to time for non-essential, peripheral functions and tasks, but will not be a part of the bargaining unit or covered by this agreement for such time as they are in the above mentioned programs.

ARTICLE 2 UNION SECURITY

- 2.1 **UNION SECURITY.** All employees who are, or who hereafter become, members in good standing in the Union on or after the effective date of this Agreement shall maintain their membership in good standing in the Union as a condition of continued employment. All employees who are not now members in the Union and/or all new employees hereinafter employed shall, within thirty-one (31) days from their first date of hire as regular full-time or regular part-time employees of the Skagit County Sheriff's Office or within thirty-one (31) days from the effective date of this Agreement, whichever is later, become and remain members in good standing in the Union as a condition of continued employment or pay a service fee to the Union not exceeding the amount of regular Union fees and not exceeding the maximum agency fee that may be assessed as a matter of law.
- 2.2 **RELIGIOUS BELIEFS.** If an employee, for a bona fide religious belief or tenet, does not desire to be a member of the Union, he/she shall pay to the Union each month an amount of money equivalent to such regular current Union dues to the Union, who shall then transmit that amount to a non-religious charity (as provided in R.C.W. 41 .56.122) of the employee's choice. Such determination shall be made by Council 2.
- 2.3 **UNION DUES COLLECTION.** The County agrees to deduct from the wages of all employees dues and initiation fees hereafter becoming due from such employees to the Union. Any employee desiring that such deductions be made shall sign the proper form requesting such deduction. The Employer, upon receipt of the form properly executed, shall

honor the request in accordance with its terms. The Union 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 Union dues. The County shall transmit to the Union the money so deducted and shall make the deductions at the times and in the manner mutually agreed upon by the County and the Union.

- 2.4 FAILURE TO COMPLY. Any employee who fails to comply with this requirement shall be discharged by the Employer thirty (30) days after receipt of written notice from the Union by certified letter to the employee and the Employer, unless within that thirty (30) day notice period the delinquent employee fulfills his/her obligation to the Union.
- 2.5 SENIORITY LIST. The Employer shall notify the Union within fifteen (15) days of all newly hired employees covered by this Agreement. The notification shall include name, address, date of hire and job classification.

ARTICLE 3 UNION-MANAGEMENT RELATIONS

- 3.1 RATIFICATION OF AGREEMENTS. Agreements reached between the parties of the Agreement shall become effective only when ratified by the Union and the Board of Skagit County Commissioners.
- 3.2 NEGOTIATING TEAM. Members of the bargaining unit negotiating team will be paid their usual wage whenever negotiations are conducted during normal working hours.
- 3.3 SHOP STEWARDS. The Union shall submit to the Employer a written list of up to three (3) Union officials, negotiating committee members and shop stewards to be recognized by the County within 30 days of execution of this Agreement and whenever changes occur.
- 3.4 UNION ACCESS. With advance notice, the authorized Union representative will have reasonable access to the Employer's premises for the purposes of investigating grievances and contract compliance. Such access shall not include areas where confidential Sheriff's Office business is conducted, or where the safety of the representative or any other person would be compromised.
- 3.5 LABOR/MANAGEMENT COMMITTEE. In recognition of the value of communication between the parties and the benefits of cooperative problem solving, a Union/Management Committee shall be established to discuss matters of mutual concern.
 - 3.5.1 The committee will meet at the request of either party when it is believed there are matters which merit discussion. Committee business will be conducted on County time.
 - 3.5.2 The committee will include up to three (3) permanent members chosen by the Union and up to three (3) permanent members chosen by management. Either party may invite additional participants on an ad hoc basis.
 - 3.5.3 No less than one week before a scheduled meeting of the committee, each party will advise the other 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.
 - 3.5.4 It is understood that any items discussed in the Union/Management Committee shall be expressed with the goal to promote the free and unobstructed exchange of concepts,

concerns, possible change and ideas, the Union and Employer agree the meeting is for the frank and candid discussion of issues with the purpose of problem resolution not confrontation. All discussions are "off the record" and are not to be used by either party as evidence supporting any past, current, or future dispute. The intent is that evidence is not admissible as provided in Evidence Rule 410 or its successor. It is also understood that neither party to this agreement waives its right to negotiate any bargainable subject.

ARTICLE 4 DEFINITIONS

Regular Rate of Pay. Any reference in this Agreement to regular rate of pay, regular pay, regular hourly rate of pay, etc., shall mean the rate of pay an employee currently earns, including all premiums and/or shift differential pay applicable under the Fair Labor Standards Act.

Base Rate of Pay. Any reference in this Agreement to base rate of pay, base hourly rate of pay, base pay, etc., shall mean the rate of pay an employee currently earns, not including any premiums, shift differential pay or other incentive pays.

Regular Employee. A regular employee, so classified on the Employer's payroll records, is one who has completed the probationary period and is assigned duties associated with a position recognized as and identified with the Employer's regular organization.

Probationary Employee (Initial Probation). An employee shall not be classified as a regular employee and shall be considered a probationary employee for the first (twelve) 12 months of employment and upon notice no later than the 1st week of the 12th month extended for up to an additional six (6) months. Probationary employees shall receive fringe benefits and shall accrue leaves, but shall not be eligible to use vacation leave until they have completed (six) months of employment. During or at the conclusion of the probationary period, the Employer may terminate the employment relationship for any reason without notice or pay in lieu of notice. Such terminations shall not be subject to the grievance procedure of this Agreement.

Probationary Employee (Promotion Probation). An employee who has received a promotion shall serve a probationary period of six (6) months in the new position. During this six (6) month period, the employee shall continue to accrue and use leaves and benefits as before the promotion. The Sheriff may revert probationary promoted employees to their prior regular civil service rank without cause, and such reversion shall not be subject to the grievance procedure of this Agreement.

Regular Full-Time Employee. A regular full-time employee is one who, in the performance of assigned duties, normally works a regular continuing schedule of forty (40) hours per week.

Regular Part-Time Employee. A regular part-time employee is one who, in the performance of assigned duties, normally works a regular continuing schedule of less than forty (40) hours in a week, but at least twenty (20) hours in a week, for at least five (5) months in a twelve (12) month period. Regular part-time employees are entitled to all benefits provided to regular full-time employees, except that sick leave, holidays and vacation leave accruals shall be pro-rated, and the employee shall pay a pro-rated share of the medical insurance premium for their medical insurance.

On-Call/Temporary Employee. An on-call/temporary employee is one who is hired to work on an intermittent basis, as an interim replacement or for temporary work on a predetermined work schedule. Temporary work on a predetermined work schedule shall not extend beyond five (5) calendar months except by mutual agreement of the Sheriff and the Union. On-call/temporary employees will not be regularly utilized to fill regular positions. On-call/temporary employees shall not receive fringe benefits, accrue leave benefits, or receive step increment raises, but shall be entitled to those benefits required by law.

Administrative Leave. Administrative leave means any time off with pay authorized or directed by the Sheriff or his designee which is not vacation, sick or bereavement leave, or a holiday as defined in this agreement.

ARTICLE 5 UNION PRIVILEGES

- 5.1 **BULLETIN BOARDS.** With mutual agreement, the Employer shall provide space for two bulletin boards or space on bulletin boards which may be used by Union members.
- 5.2 **REASONABLE ACCESS.** The Employer shall allow Union officials reasonable access to the telephone and photocopiers only for purposes of processing and gathering of information needed to evaluate, file or settle grievances, and the processing and gathering of information needed to evaluate, file, or settle Civil Service complaints. The Union agrees not to use the Employer's photocopiers for other purposes, unless agreed to by the County. Union officials may use the Employer's computer e-mail system for general notices by the Union only. The Union officials may have access to the conference rooms if accompanied by a sheriff's employee to escort and prior approval for the room is obtained. Reasonable access shall be defined as "de minimis or incidental" use unless granted extended use.
- 5.3 **TELEPHONE USE.** The Union members are free to use the telephone on their own time (including lunch periods and breaks) to the same degree other employees are allowed to use the telephone. With the permission of the Sheriff or his/her designee, the Union may make long distance phone calls to bargaining unit members.
- 5.4 **MEETINGS.** Official Union representatives shall be allowed time away from their duty station without loss of pay when attending meetings with the County, or when adjusting grievances or complaints. Such representatives shall give notice to their supervisor before leaving the job. Except for meetings with the County Union business shall be limited to not more than 15 minutes unless granted a longer time by the Employer.
- 5.6 **PEOPLE PAYROLL DEDUCTION** – The Employer shall, upon receipt of a written authorization form that conforms to federal requirements, deduct from the pay of such bargaining unit employee the amount of contribution the employee voluntarily chooses for deduction for political purposes and shall transmit the same to the Union.

ARTICLE 6 MANAGEMENT RIGHTS

- 6.1 **MANAGEMENT RIGHTS DEFINED.** 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 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 Union with respect to any such subjects, the exercise of discretion, decision-making authority, decisions made, and/or the impact of decisions, to

the extent that no article of this contract shall be violated. Provided, however, the Union and the County shall meet during the term of the Agreement at the request of either party to discuss or attempt to resolve grievances 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:

- 6.1.1 To determine the specific programs and services offered by the County, and the methods, means and facilities by which they shall be effectuated.
- 6.1.2 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.
- 6.1.3 To hire, promote, train, retain, layoff, suspend, and to discipline, demote and discharge employees for just cause, and to discharge probationary employees at will.
- 6.1.4 To implement new, and to revise or discard whether in whole or in part, procedures, materials, equipment and facilities.
- 6.1.5 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.
- 6.1.6 To adopt policies, procedures, rules or regulations to carry out the mission of the County, provided that such policies, procedures, rules or regulations do not substantially change any wage, hour, or working condition and provided further, that if the Union can show a change in such a wage, hour, or working condition, the County and the Union will meet to negotiate the effects of such changes.

ARTICLE 7 WORK PERIOD, OVERTIME, AND CALLBACK

- 7.1 **WORK PERIOD DEFINED.** 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.
- 7.2 **ALTERATIONS OF WORK PERIOD.** 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. Every effort will be made to post changes not less than three (3) days in advance of a change. The work period shall not exceed twenty-eight (28) days.
- 7.3 **SHIFT/WORK ASSIGNMENTS.** Shifts/Work assignments may be determined by mutual agreement as approved by the Employer. If mutual agreement cannot be reached, shifts/work will be assigned by the Employer taking into account the affected employees abilities and relative seniority. The Sheriff may, for reasonable cause, make an assignment without reference to seniority. The Sheriff will give thirty calendar (30) days advance notice of shift/work assignments except in exigent circumstances. The Sheriff may make shift/work assignment changes for training and vacation coverage with a minimum of three (3) days advance notice. These changes are to last no longer than seven (7) days. The Sheriff may make shift/work changes with less than 24 hours' notice to cover shifts in the event of illness, provided that such changes shall be for less than three (3) days. The Sheriff

may make shift/work changes with less than 24 hours' notice in exigent/emergent circumstances.

7.3.1 Subject to approval of the Division Chief, assigned employees may request a 30 or 60 minuet "lunch" break.

7.4 WORK BEYOND REGULAR DUTY SCHEDULE. The duty schedule shall provide for not more than eight (8) consecutive days of duty without a minimum of two (2) days off at each interval. When ordered to work beyond the regular duty schedule for a period of eight (8) or more days, all hours worked beyond the eighth (8th) day will be paid at twice the regular rate of pay thereafter until the employee receives a regular day off, a paid day off (vacation, sick leave, etc.) or an administrative day off.

7.5 OVERTIME PAY DEFINED. Overtime pay shall be paid, except as provided in Article 7.6, for any work authorized and performed in excess of that provided by this article, including required court appearances or by the employee's established duty schedule, to be paid at the rate of time and one half (1-1/2) 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.

7.6 COMPENSATORY TIME. In lieu of overtime, an employee may choose to accrue compensatory time which shall accumulate on a time and one-half (1-1/2) for each hour basis. Compensatory time off will be limited to a maximum of 40 hours off per year (e.g., 26.64 hours of overtime). Any other overtime may be converted to compensatory time. The Employer has the right to convert accrued balances of compensatory time to paid overtime by February 1 for balances existing as of the previous December 31. 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. Provided however Compensatory time shall be used as approved.

7.7 CALL BACK TO DUTY Employees who are ordered back to duty shall be compensated as outlined in the following:

7.7.1 Between Shifts. Employees shall be guaranteed two (2) hours pay at the overtime rate of time and one-half (1-1/2) if called back to duty with less than eight (8) hours off between shifts. 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 (1-1/2).

7.7.2 On Regular Days Off Employees shall be guaranteed four (4) hours pay at the overtime rate of time and one-half (1-1/2). 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 (1-1/2). 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.

7.7.3 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 hours at twice 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) hours at twice the regular 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.

- 7.8 **WORK OUT OF CLASS.** In the event an employee is temporarily reassigned to and will actually be performing the responsibilities of a job of higher classification for three (3) days or more, the employee shall be paid the first step of the salary range for the job which represents a salary increase for the employee for the duration of the temporary assignment.

ARTICLE 8 SENIORITY

- 8.1 **SENIORITY DEFINED.** Unit seniority shall be defined as the latest date of hire within the bargaining unit. County seniority shall be defined as the latest date of hire as a regular full-time or regular part-time employee with the County.
- 8.2 **SENIORITY APPLIED.** Unit seniority, within job classifications, shall apply to the following: Layoff, recall from layoff, hour's reductions, shifts, holidays, vacations, overtime and to determine promotions when the qualifications of two candidates are equal. County seniority shall apply to benefit accruals.
- 8.3 **TERMINATION OF SENIORITY.** Seniority shall end upon 1) Voluntary termination, 2) Termination for just cause, 3) Retirement, 4) Failure to return to work when recalled from layoff, 5) Failure to return from a leave of absence.
- 8.4 **LAYOFF PROCEDURES.** Employees shall be given fourteen (14) days notice of intent to lay off. In the event of a permanent or prolonged reduction in the number of employees in any work classification, the employee(s) in the affected classification with the least seniority shall be the first to be laid off, provided that the remaining employees are qualified to perform the required work. A more senior employee will not be laid off if within the fourteen (14) day notice period that employee can become qualified to perform the required work, as determined by the employer using the current job description.
- 8.5 **RECALL FROM LAYOFF.** Employees who have been laid off shall be subject to recall to regular job openings in their former classification for which they are qualified in order of seniority, after internal job postings, for one year following lay off. Employees on layoff shall not accrue but shall retain past service credits for seniority, wage and benefit purposes. Any final notice of recall to a comparable position to an employee who has been laid off shall be made by certified mail to the last known address of the employee.
- 8.6 **RESPONSIBILITY OF EMPLOYEES ON LAYOFF.** Employees on recall shall provide and keep updated a current address and telephone number(s) where they can be reached. Employees on recall must respond within seven (7) business days of receipt from the Employer of an offer to return to their former classification or a classification which the employee has expressed an interest in and is qualified for. If the employee fails to respond

within seven (7) business days, the employee's name shall be eliminated from the recall roster and the Employer's commitments shall cease.

ARTICLE 9 ANNUAL LEAVE (VACATION)

- 9.1 ANNUAL LEAVE SELECTION. The Employer agrees to a first come, first served annual leave selection procedure which incorporates a rolling, twelve (12) month period for choice.
- 9.2 All employees shall be credited with the following proportionate amounts of annual leave which will be based on hours worked and will be in conjunction with each pay period.

LENGTH OF EMPLOYMENT	DAYS/YEAR	Annual Leave per straight time hours compensated (HRS/MONTH)
0 through second (2 nd year)	10 days (Max 80 hrs)	0.0385 (6.67 hrs)
Third (3 rd) year	11 days (Max 88 hrs)	0.0423 (7.33 hrs)
Fourth (4 th) through tenth (10 th) year	15 days (Max 120 hrs)	0.0576 (10.00 hrs)
Eleventh (11, year	16 days(Max 128 hrs)	0.0615 (10.67 hrs)
Twelfth (12 th) year	17 days(Max 136 hrs)	0.065 (11.33 hours)
Thirteenth (13, year	18 days(Max 144 hrs)	0.0692 (12.00 hrs)
Fourteenth (14 th) year	19 days(Max 152 hrs)	0.0731 (12.67 hrs)
Fifteenth (15 th) year	20 days(Max 160 hrs)	0.0769 (13.33 hrs)
Sixteenth (16 th) and over	21 days(Max 168 hrs)	0.0807 14.00 hrs)
Seventeenth (17 th) year	22 days(Max 176 hrs)	0.0846 (14 hrs, 40 min)
Twentieth (20 th) year	23 days(Max 184 hrs)	0.0885 (15 hrs, 20 min)

- 9.3 ANNUAL LEAVE - GENERAL. Annual leave with pay shall be allowed for each new employee upon the completion of six (6) months of his/her initial probationary period. After the initial probationary period, each employee shall be allowed to take vacation according to the amount of annual leave time he/she has accrued up to that month. Annual leave shall begin immediately after the completion of the last regularly scheduled shift. Annual leave shall be figured exclusive of holidays and days off. Should an employee emergency exist, the Employer may approve leave without pay for an employee prior to completion of six (6) months.
- 9.4 ANNUAL LEAVE REQUESTS. All annual leave requests are subject to the approval of the Sheriff or designee.
- 9.5 ANNUAL LEAVE PAY. Annual leave pay shall be the regular rate of pay the employee would have earned had the employee worked during the time of annual leave.

- 9.6 ANNUAL LEAVE - MAXIMUM ACCRUAL. Vacation leave accrual shall not exceed 240 hours without the advance written approval of the Sheriff or designee. Employees whose accrual reaches 240 hours will not accrue further vacation until they have used vacation leave to reduce their accrual below the 240-hour cap.
- 9.7 ANNUAL LEAVE AT TERMINATION. Upon termination of County employment, an employee who has completed the initial probationary period will be allowed pay for his/her unused annual leave at the base rate of pay only.
- 9.8 ANNUAL LEAVE - DEDUCTION. 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 in lieu of other discipline.

ARTICLE 10 .SICK LEAVE

- 10.1 SICK LEAVE ACCRUAL. Sick leave shall accrue at the rate of eight (8) hours per calendar month of service (i.e.: 0.0462 hours per compensated straight time hour up to ninety-six (96) hours in any one calendar year),. Total accumulation shall not exceed one thousand (1,000) hours. Regular part-time employees shall accrue sick leave on a pro-rated basis.
- 10.2 SICK LEAVE USE. Sick leave shall be granted for the following reasons:
- 10.2.1 Personal illness or physical incapacity which renders an employee unable to perform the duties of his/her position, including worker's compensation "top up" but not more than regular straight time earnings.
- 10.2.2 Enforced quarantine in accordance with health regulations.
- 10.2.3 Medical, dental, or optical appointments.
- 10.2.4 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. If there is a change to the persons listed as "immediate family", the Union will be notified of the change and included in the change.
- 10.3 SICK LEAVE NOTICE. 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. The employee shall furnish an attending physician's fitness for duty statement upon the request of the Sheriff or designee. For prescheduled, non-exigent medical, dental or optical appointments, the employee must advise his/her supervisor at least one working day in advance.
- 10.4 FAMILY AND MEDICAL LEAVE ACT. Employees are entitled to Family and Medical Leave Act leave as required by the FMLA and state law as outlined in Skagit County's FMLA policy as of the date of this agreement.
- 10.5 PLANNED TEMPORARY DISABILITY.

- 10.5.1 An employee who anticipates planned medical 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 temporary disability must be accompanied by a statement from the employee's physician 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. When employees will be gone for a set, extended period, daily reporting will not be necessary.
- 10.5.2 An employee may continue to work up to the date of departure, provided that the employee's physician concurs in the employee's ability to work and the requirements of the job are satisfied. Continued concurrence of the employee's physician may be requested at regular intervals based on the nature of the planned disability and the requirements of the employee's job.
- 10.6 TEMPORARY MODIFIED DUTY ASSIGNMENTS. The employer shall provide all employees temporary modified duty assignments, so long as such temporary modified duty is available, if they are unable to perform regular duty due to a condition that can reasonably be expected to be a temporary and not permanent disability, provided that the Sheriff may require the employee to provide fitness for duty certification from his/her physician. If the temporary modified duty assignment made by the Sheriff is in the employee's regular bargaining unit and the employee is released by a doctor 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 modified duty assignment will be paid at the employee's regular rate of pay rather than the rate of pay of the temporary modified duty position.
- 10.7 ON-THE-JOB INJURY. Any regular full-time or regular part-time employee who is eligible for state industrial compensation for time off due to an on-the-job injury will be paid his/her regular base salary, exclusive of any premium amounts, for the time missed from regularly scheduled work not to exceed one hundred and twenty (120) hours including the day of the accident but limited to once for the duration of each time loss injury. Regular base salary is defined as the base rate of pay at the time of injury exclusive of any other factors.
- Should the time off from an on-the-job injury exceed one hundred and twenty (120) hours, the time off the job will be paid from available sick, annual or holiday leave banks in the amount of the difference between regular pay and that paid by state industrial insurance. In order to exercise this option, the employee must remit the state industrial time loss payment to the County. If this option is not exercised the difference between regular pay and the state industrial time loss payment will be charged as leave without pay.
- 10.8 Donated Sick Leave: Donated Sick leave will be provided per County policy. Donated Sick Leave is not included as "compensable" time for the purposes of any benefit.
- 10.9 SICK LEAVE CASH-OUT .10.9.1 Upon separation of service in good standing, regular employees shall be eligible for sick leave cash out according to County policy for such cash out as follows.
- Employed with Skagit County for five (5) consecutive years or more of service separating 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.
- Employees may donate sick-leave hours following cash-out as long as a 30 day balance remains in the sick-leave bank upon separation.

10.9.2 Upon retirement in good standing and eligible for Washington Public Employees Retirement System (PERS) pension, or upon death, regular employees shall be eligible for sick leave cash out according to County policy for such cash out as follows.

- Employed with Skagit County for five (5) consecutive years or more of service separating in good standing.
- May cash-out 50% of their 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.
- Employees may donate sick-leave hours following cash-out as long as a 30 day balance remains in the sick-leave bank upon retirement or death.

19.9.3 Completion of Sick-leave Cash-out Form must be completed and submitted to the Human Resources Department at least two (2) weeks prior to separation of service or retirement.

ARTICLE 11 MISCELLANEOUS LEAVE

11.1 **BEREAVEMENT LEAVE.** In the event of a death in the immediate family of an employee, the employee shall be granted time off with pay.

11.1.1 "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 person living in the employee's household.

Time Off:

11.1.2 An employee shall be granted not more than five (5) days or not more than forty (40) hours absence with pay, to assist with funeral arrangements and services.

11.1.3 An employee shall be granted not more than four (4) hours absence with pay, to attend the funeral of a fellow employee, or retired employee within the past five (5) years, provided that public safety is not jeopardized.

11.1.4 All bereavement leave shall be by notification and arrangement between employee and the Sheriff or designee.

11.2 CIVIC DUTY. Employees shall be granted leave with pay when required to perform jury service or if subpoenaed before a court for work related matters. Employees shall remit to the County any moneys paid to them by the court for their service or appearance.

11.3 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.

11.4 UNPAID LEAVE OF ABSENCE

11.4.1 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 and is not subject to the grievance procedure.

11.4.2 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.

11.4.3 Regardless of his/her status, any employee who voluntarily, or upon demand, leaves a position other than temporary to enter upon active duty in the armed forces of the United States or the Washington National Guard shall be placed on military leave without pay and shall be entitled to be restored to his/her former position or one of like seniority, status, and pay, provided he/she applies for re-employment within ninety (90) days of his/her discharge or separation and presents proof of honorable discharge or separation.

11.4.4 In accordance with the Federal Family and Medical Leave Act (FMLA), the County shall provide employees up to twelve (12) weeks of unpaid family leave during any twelve (12) month period for the following reasons:

- a) for the care of the employee's child (birth or placement for adoption or foster care);
- b) to care for an immediate family member (spouse, child or parent) with a serious health condition; or,
- c) to take medical leave when the employee is unable to work because of a serious health condition.

Employees eligible for this leave must have been employed with the County at least twelve (12) months and have worked at least 1250 hours during the previous twelve (12) months. Leave for birth or adoption (including foster care placement) must conclude within twelve (12) months of the birth or placement.

Accrued vacation and sick leave normally will be required to be used in conjunction with FMLA leave to allow for a "paid" leave, so long as total family leave does not exceed twelve (12) weeks. Should an employee wish to not use accrued leave during FMLA, they must submit the request in writing to their Department Head.

If the Department head approves they should forward the request to the Human Resources Director for final approval.

ARTICLE 12 HOLIDAYS

12.1 HOLIDAYS OBSERVED. 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

12.2 FLOATING HOLIDAY. Employees shall also be entitled to two (2) paid "floating" holidays per calendar year, each worth eight (8) hours for a total of sixteen (16) hours, in addition to those specified in this section. Each employee may select the days on which the employee desires to take the additional holidays provided herein after approval of the Employer. New employees shall be eligible for the additional holidays following six (6) months of continuous service. These "floating" holidays must be taken within each calendar year. No employee shall be paid for unused "floating" holidays upon termination of employment.

12.3 LEGAL HOLIDAYS. 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.

12.4 HOLIDAYS OFF. 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 employees' 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.

12.5 HOLIDAYS WORKED. Whenever the employees covered by this Agreement begin a work shift 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 (1 -1/2) their regular hourly rate of pay as defined in Article 4, in addition to their regular pay. Employees may elect to take overtime pay or compensator, time off pursuant to 7.5 and/or 7.6. Holidays, when not worked, are not "hours worked" for the purpose of calculating overtime for that workweek.

12.6 For those employees working a four (4) ten (10) schedule as a required assigned schedule by the County, holiday pay shall be paid at ten (10) hours. For those employees working an alternative schedule, at the employee's request, holiday pay shall be eight (8) hours for any employee employed as FTE = 1.0 and pro-rated for any Regular Part Time employee based on their percentage of full-time employment. Employees may request to change to a five (5) eight (8) schedule in any week in which a holiday falls in order to avoid having to use accrued leave to make up the remainder of the forty (40) hour work week.

ARTICLE 13 EQUIPMENT, UNIFORMS AND CLEANING

13.1 UNIFORMS/EQUIPMENT - GENERAL. It shall be the County's responsibility to provide to all employees uniforms and equipment.

OFFICE STAFF

UNIFORM/EQUIPMENT ITEM	NUMBER PROVIDED
Shirts	5 winter/5 summer
Trousers	4
Sweaters or Blazers	2
Name Tag	2
Belt	1
Shoes	Up to \$150 maximum per calendar year (Jan.1-Dec 31) will be authorized for shoes, as needed.

EVIDENCE TECHNICIANS – ADDITIONAL ITEMS

UNIFORM/EQUIPMENT ITEM	NUMBER PROVIDED
Hat	1 winter/1 summer
Gloves	1 pair
Raincoat	1
Rubber Boots	1 pair

ANIMAL CONTROL/CODE ENFORCEMENT

UNIFORM/EQUIPMENT ITEM	NUMBER PROVIDED
Badge (shirt)	1
Badge (flat)	1
Shirts	3 winter/3 summer
Hat	1 winter/1 summer
Trousers	3 winter/3 summer
Utility Jacket	1 winter/1 summer
Protective Vest	1
Gloves	1 pair
Raincoat	1
Coveralls	1
T-shirts with departmental insignia	2

Boots/Shoes/Rubber Boots	Up to \$200 maximum per calendar year (Jan.1-Dec 31) will be authorized for shoes, as needed.
Baseball Hat	1
Handgun	1 (only if required and issued by the County)
Minilight	1
Flashlight	1
Portable Radio	1
Capstun	1
Gunbelt	1 (only if required and issued by the County)
Gun Holster	1 (only if required and issued by the County)
Flashlight Holder	1
Key Holder	1
Trouser Belt	1

- 13.2 **LOSS OR DAMAGE OF UNIFORMS/EQUIPMENT.** 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 or not due to the employee's intentional act or willful negligence shall be replaced by the County. 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.
- 13.3 **OWNERSHIP OF UNIFORMS/EQUIPMENT.** All equipment issued by the County to each employee shall remain the property of the County.
- 13.4 **CLEANING ALLOWANCE.** The Employer shall pay the cleaning of two full uniforms (as supplied by the Sheriff) per week for uniformed personnel. Alterations to uniforms funded by the employer shall include standard alterations only. Additional cleaning as needed per pre-approval of supervisor.

ARTICLE 14 FUNDING

- 14.1 The parties recognize that the revenue needed to comply with this Agreement must be approved annually by the established budget process and in the instance of special levies and tax base elections by a vote of the citizens of Skagit County. In some instances voter approval may be required in order to maintain the work force or expand it. The County will not reduce compensation provided for by this Agreement, except as a component to a broader agreement of cooperation between the Board of Commissioners and the Union.

Such an Agreement would encourage cooperation in a unified public information campaign related to the tax base or levy election.

ARTICLE 15 PROBATION

- 15.1 **PROBATION - GENERAL.** 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 the probationary service as herein set out in Article 4. 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 their probationary period of departmental employment if the appointing power deems him/her unfit or unsatisfactory for service in the office of the County Sheriff. Similarly, the County may revert probationary promoted employees to their prior regular civil service rank without cause as defined elsewhere in this Agreement.

ARTICLE 16 MISCELLANEOUS

- 16.1 **Rules and Procedures Manual.** The Employer shall furnish each employee with a copy of the Manual of Rules and Procedures. New employees shall be provided with the above at the time of their appointment.
- 16.2 **Outside Employment.** Employees wishing to engage in off-duty employment must first obtain the approval of the Sheriff. A denial of off-duty employment must be based on a real or perceived conflict of interest with the employee's duties at the Sheriff's Office.
- 16.3 **Training Opportunities.** The Employer shall provide reasonable training opportunities for all employees. This shall consist for each employee of twenty (20) hours of training which will be beneficial to their work. The Employer will make a good faith effort to notify all employees of training opportunities. All training opportunities are subject to funding and availability.
- 16.5 **RESERVED PARKING -** The County shall furnish one (1) parking spaces reserved for bargaining unit employees working the "odd shifts".
- 16.6 The County agrees during the term of the contract to offer to the Union any "Retirement Incentive Plan" that may be offered to the unrepresented employees.

ARTICLE 17 DISCIPLINE

- 17.1 **Just Cause.** The Employer shall not discipline or discharge any employee unless just cause for such discipline exists.
- 17.2 **Personnel Files.** Employees may request the Sheriff to declare adverse material in personnel files after a period of eighteen months from the date of the underlying misconduct as void for purposes of future discipline. The Sheriff has the sole discretion to determine whether such materials are removed provided that any adverse materials must be void for purposes of future discipline after a period of five years from the date of the misconduct if there is no similar misconduct for which the employee was disciplined during the intervening period.

ARTICLE 18 GRIEVANCE PROCEDURE

- 18.1 GRIEVANCE DEFINED. A grievance is defined as an alleged breach of the terms and conditions of this Agreement. If a grievance arises during the term of this Agreement, it will be processed through the procedure in this Article.
- 18.2 UNION DEFINED. For the purpose of this Article, Union shall mean a business agent or representative employed by LOCAL 176-SO, COUNCIL #2, AFSCME.
- 18.3 GRIEVANCE PROCEDURE. Either an employee or the Union may grieve under this Agreement. For all grievances arising under this Agreement, the following procedures shall be followed:
- Step 1 IMMEDIATE SUPERVISOR: Within fourteen (14) calendar days from its occurrence, or reasonable knowledge, the Union or aggrieved employee shall discuss his/her complaint with the immediate supervisor. The Union representative may be present. This discussion shall be verbal and, if settled no further action shall be taken. The immediate supervisor will have ten (10) calendar days to resolve the matter with the employee.
- Step 2 UNDERSHERIFF: If the dispute is not settled in Step 1, within ten (10) calendar days from the date of the immediate supervisor's final action in Step 1, the Union or aggrieved employee shall discuss his/her complaint with the Undersheriff. A Union representative may be present. This discussion shall be a verbal discussion and, if settled, no further action shall be taken. The Undersheriff will have ten (10) calendar days to resolve the matter with the employee.
- Step 3 SHERIFF: If the grievance is not resolved in Step 2, the grievance shall be reduced to writing and shall be filed with the Sheriff within ten (10) calendar days of the final action of the Undersheriff in Step 2. The Sheriff shall attempt to resolve the grievance within ten (10) calendar days of receipt of same and communicate his response in writing to the Union.
- Step 4 ARBITRATION: If the grievance is not settled in accordance with the foregoing procedure, it may be submitted for arbitration within thirty (30) calendar days of receipt of the Sheriff's response at Step 3 by either signatory party to this Agreement.
- 18.4 ARBITRATOR SELECTION. The parties shall select a disinterested party to serve as arbitrator. In the event the County and the Union are unable to agree upon an arbitrator, the County and the Union shall request a list of arbitrators from the American Arbitration Association or the Federal Mediation and Conciliation Service (FMCS). The County and Union then shall select an arbitrator from said list. 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.
- 18.5 BINDING EFFECT OF AWARD. All decisions arrived at under the provisions of this grievance by the Employer, the Union, or by the Arbitrator, will be final and binding upon the parties; provided, however, in arriving at such decisions neither of the parties nor the Arbitrator will have the authority to alter this Agreement in whole or in part.

- 18.6 ARBITRATION EXPENSES. Each party will bear one-half (1/2) of the fee of the Arbitrator, and any other expenses jointly incurred by mutual agreement incident to the arbitration hearing. All other expenses will be borne by the party incurring them, and neither party will be responsible for the expense of witnesses called by the other party.
- 18.7 GRIEVANCE TIMELINES. Timelines denominated herein may be waived or extended by mutual agreement of the parties in writing. If a grievant does not comply with time limitations noted in this Article, this shall operate to make the grievance null and void. If the Employer does not comply with any time constraints in this Article, the grievant will be entitled to proceed to the next step of the grievance procedure.

ARTICLE 19 COMPENSATION

- 19.1 CLASSIFICATION, SALARIES AND GENERAL INCREASES. The Employer and the Union adopt the Support Staff Classification and Salary Plan as summarized in Attachments A and B:
- 19.1.1 Effective January 1, 2017 there shall be a 2% increase in the 2016 wage table AND step 8 shall be 3.5% above step 7.
- 19.1.2 Effective January 1, 2018 there shall be a 2% increase in the 2017 wage table.
- 19.1.3 Effective January 1, 2019 there shall be a 1% increase in the 2018 wage table.
- 19.2 Effective January 2019 the County wage study shall be implemented for the Bargaining Unit.
- 19.2 SHIFT DIFFERENTIAL. The Employer agrees to pay each employee who works a rotating shift schedule or straight night shift schedule eighty one dollars and fifty cents (\$81.50) per month in addition to his/her base salary.
- 19.3 TRAINING COMPENSATION. The Employer agrees to compensate employees assigned to training duty with a specialty pay premium of eighty-four dollars (\$84.00) per month. Employees with training assignments receive premium pay only when actually performing training duties.
- 19.4 A premium pay of one hundred (\$100.00) dollars per month will be provided for each employee assigned to provide interpreter services to the public as a regular function of their position.
- 19.4.1 The premium pay shall be paid ½ in each of two pay periods per month and shall be prorated in the event of termination. Such employee must be able to pass a language competency test administered by the Department Head/Elected Official and have been employed for at least one (1) year with Skagit County. A determination to award interpreter premium pay shall be made at the discretion of the Department Head. Interpreter premium pay shall be provided only so long as the employee is required to provide interpreting services to the public. This shall not be in addition to any pay for State certification.

19.5 FINGERPRINTING. All employees will have fingerprints on file with the State AFIS and on file with the Skagit County Sheriffs Office. The fingerprints will be used for criminal investigations, both internal and external, and investigations of violation of a policy or procedure. The fingerprints will not be used in an arbitrary or capricious manner. At the time of termination, the fingerprint card on file with the Skagit County Sheriff's Office will be transferred to the Human Resources Department for destruction.

ARTICLE 20 HEALTH AND WELFARE

20.1 Effective 1/1/2008 all eligible bargaining unit employees shall participate in the Standard Medical Plan (SMP), which includes the provisions of Section 20.8 and Attachment A, and shall continue participating in such plan for the duration of their respective Agreements, with the additional agreement that such SMP may have its benefits levels adjusted from time to time in accordance with the procedures as set out in 20.4, 20.5 or 20.7. The SMP shall be the Plan adopted by the County.

20.2 The County shall fund the SMP benefits, accumulation of reserves, and operation as herein provided:

20.2.1 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.

20.2.2 The County shall provide funding of the SMP as follows:

20.2.2.1 For 2017 the County shall fund the SMP

20.2.2.2 For 2018 the County shall fund the SMP at no more than 106.5% of the 2017 funding level.

20.2.2.3 For 2019 the County shall fund the SMP at no more than 106.5% of the 2018 funding level however if the full 106.5% is not used in 2018, not more than 110% of the 2017 funding level.

20.2.2.4 In the event County funding provided in sections 20.2.2.1 through 20.2.2.3 should 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 Section 4.2.2 such that the SMP-OCS is actuarially projected to maintain the County commitment to funding 80% of the SMP-OCS

20.2.3 In the event a specific SMP employee benefit choice require 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. To the extent the County may be able to do so such payments shall be deducted on a "pre-tax" basis.

20.3 All funding set out in Section 20.2 shall exclusively be used for the SMP and no amount reverted to any other purpose regardless of such surplus amounts as may accumulate.

20.4 As provided in 20.3, or should the SMP accumulate "surplus reserves" as advised by the Plan Consultant (i.e. those amounts over-and-above a reasonable reserve required by prudent management of the SMP to provide funding of the SMP for actuarial predictable "bad years") such surplus reserves shall be available for:

20.4.1 Maintaining fund stability consistent with Section 20.2 and its subsections;

20.4.2 Enhanced benefit design via the Benefits Committee which 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 benefit modifications by the Benefit Committee.

20.5 Should the SMP experience negative actuarial trend experience altering the division of SMP-OCS as provided in Section 4.2, the Benefits Committee, 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, shall meet and make said possible recommendations for the following plan year within the division of SMP-OCS provided in Section 4.2.1. 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 sound actuarially sound recommendation for benefit modifications by the Benefit Committee.

20.5.1 The Benefits Committee may have one representative from each bargaining unit and such additional unit members as the County shall agree to upon the Union request, appointed by the Union, as well as a Union Representative. New Benefits Committee members will be afforded an educational/orientation once each year to be presented by the County's consultants and the HR department.

20.6 It is understood that the Benefits Committee may recommend moving to an alternative form of medical coverage or structure as an option.

20.7 If any change(s) to the SMP is required by the program provider or federal or state law, the Employer shall be required to immediately notify the Union of the required change, bargain (as required by RCW 41.56) until the required dates of change before implementation, and if implemented, bargain the impact of the change.

20.8 The parties agree that the ability of employees to continue participation in, HSA at the additional cost to be paid for by the employee. Participation in the Health Savings Account shall be in accordance with the adopted plan.

20.9 Voluntary Medical Insurance Incentive Plan: If the County continues to offer a Voluntary Medical Insurance Incentive Plan beyond 2008, such shall be offered to bargaining unit employees.

20.10 The County agrees to convene the Benefits Committee in the last ¼ of 2017 for the review of wellness and other issues.

ARTICLE 21 CONDITIONS OF EMPLOYMENT (IN CONFORMANCE OF LAW)

21.1 PRE-EMPLOYMENT DRUG SCREENING. As a condition of employment, applicants for positions which implicate public safety must submit to and obtain satisfactory results from a pre-employment drug screening. Refusal to consent to the process or positive results from the screen will generally exclude an applicant from further consideration. To obtain satisfactory results from the drug screen, there must be an absence of any illegal substance

and the presence and use of any prescription drug must be in accordance with the prescribing physician's instructions and be consistent with the maintenance of a safe and productive work place. If examination results are not satisfactory, the applicant shall be advised and the offer of employment, which was contingent upon meeting the above medical requirements, will be withdrawn.

Skagit County's pre-employment drug screening policy shall apply to all applicants for any temporary, part-time, regular part-time or regular full-time position which implicates public safety. This shall include current employees who are being promoted to or are applying for an opening within the bargaining unit.

Part-time and temporary employees working less than one month are exempt from the terms and conditions of this policy.

21 .2 **REPORTING FOR WORK UNDER INFLUENCE PROHIBITED.** 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 immediate disciplinary action, including termination.

Each employee must advise the Employer 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 Employer may request the employee provide written medical 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 or 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 including immediate 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 immediate termination.

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 immediate suspension or discharge.

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

Reasonable suspicion is suspicion based on objective facts and reasonable inferences from those facts 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 a medical doctor 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 medical treatment and have been prescribed and authorized for use by a licensed practitioner/physician or dentist.

21 .3 DRUG TESTING PROCEDURE. If an employee is required to submit to a drug test, the following procedure shall be followed:

21.3.1 The employee shall be given an opportunity to confer with a Union representative, if one is readily available and the employee has requested said conference.

21.3.2 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. A Union representative may be present during this discussion.

21.3.3 The employer may request breath, urine and/or blood samples.

21.3.4 Urine and blood samples shall be collected at a local laboratory, hospital or medical facility. A Union representative may 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.

21.3.5 All specimen containers, vials, and bags used to transport them shall be sealed to safeguard their integrity in the presence of the employee and the Union representative.

21.3.6 The drug tests shall be conducted by a qualified laboratory.

21.3.7 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 Delte-THC	15 ng/ml
Cocaine Metabolites	300 ng/ml Metabolite	150 ng/ml
Opiates	2,000 ng/ml Metabolites	2,000 ng/ml Morphine or Codeine
PCP	25 ng/ml PCP	25 ng/ml GC-MS

21.3.8 At the employee's or the Union's option, the specimen may be requisitioned and sent to a laboratory chosen by the Union for testing. The cost of this test will be paid by the Union 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.

21.3.9 The employee and the Union 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.

21.4 **MEDICAL REVIEW OFFICER.** 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 years and records of all negative tests for at least one year.

21.5 **CONSEQUENCES OF POSITIVE DRUG TEST.** If the results of the drug test are positive, and support a conclusion that the employee used an illegal drug at the workplace during working hours, or reported to work while under the influence of an illegal drug or alcohol, the employee may be subject to discipline including immediate discharge.

ARTICLE 22 SUBORDINATION OF AGREEMENT/ELECTION OF REMEDIES

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 and any alleged violation of contractual provisions also covered by Civil Service Rules may be adjudicated either through the Civil Service appeals process or through the grievance process, provided that, the filing of a Civil Service Appeal, either before or after the filing of a grievance, shall constitute an election of remedies and a waiver of the subject employee's right to further pursue his grievance or the Union's right to require the Employer to arbitrate the grievance. Provided, further, that nothing in this section shall be construed as a waiver of any right that the Union may have to require the County to engage in collective bargaining.

ARTICLE 23 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 24 ENTIRE AGREEMENT

This Agreement and all of its Articles and/or Appendices constitute 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 25 TERM OF AGREEMENT

- 25.1 This contract will extend from the date of County adoption until December 31, 2019.
- 25.2 The Union reserves the right to open this agreement to bargain economic provisions in the event the Union reasonably believes that the economic provisions granted a bargaining unit, including the unrepresented employees, not represented by AFSCME Council 2 exceed the terms of this agreement. The County agrees to bargain with the Union in the event the Union effectuates this section.
- 25.3 Should the County determine there is economic justification, the County may open this Agreement by giving notice to and meeting with the Union. The County shall provide the Union with the information supporting the County's determination. The County and Union shall then negotiate with the objective of preserving staffing levels and maintaining a balanced budget..

DATED this 8 day of January, 2019

BOARD OF COUNTY COMMISSIONERS
SKAGIT COUNTY, WASHINGTON

Kenneth A. Dahlstedt
Kenneth A. Dahlstedt, Chair.

Lisa Janicki
Lisa Janicki, Commissioner

Ron Wesen
Ron Wesen, Commissioner

DATED this ___ day of _____.

FOR SKAGIT COUNTY SHERIFF'S
SUPPORT LOCAL 176-SO, COUNCIL #2,
AFSCME

Julia Benson
Local President

DATED this ___ day of _____

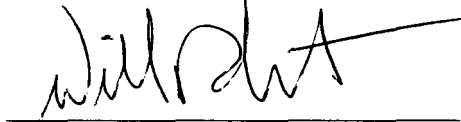
Dean Hayes
Staff Representative

Attest::


Clerk of the Board

DATED this ____ day of _____.

SKAGIT COUNTY SHERIFF


Will Reichardt

ATTACHMENT A - CLASSIFICATION SCHEDULE

<u>Classification</u>	<u>Salary Range</u>
Support Services Technician	8
Evidence Technician	8
Records Technician I	7
Records Technician II	8
Civil Assistant	9
Animal Control/Code Enforcement Officer	9
RSD Coordinator (Grant Funded)	10 (Grant Funded – Position is to be eliminated if funding ends)
Criminal Justice Coordinator	13 (to be Range 11 Jan 2019)

NOTE: The above shall be compliant with the County wage study in January 2019. Employees who are to be redlined (frozen) shall be frozen at the wage rate they have upon Adoption of this Agreement.

Effective January 1, 2019, recommended changes as a result of the Total Cost of Compensation Study for placement of positions on the salary schedule are adopted.

- A. Employees whose positions are moving up one Range shall be placed at a step on the new Range which results in a one-step increase from their current placement.
- B. Employees whose positions are moving up two Ranges (or more) shall be placed at a step on the new Range which results in a two-step increase from their current placement.
- C. Should the first step of the new Range for a position be a greater increase for the employee than what is outlined in A and B of this section, the employee shall be placed on the first step of the new Range and the employee's step increase date shall be set to 1/1/17.
- D. Employees whose positions are moving down in Ranges shall be placed on a step of the new Range which matches their current compensation. Any employee who is currently compensated at a rate that is higher than the top step of the new Range for their position shall be "frozen" at their current rate of pay, and receive no cost of living adjustments, until the top step of the new Range catches up to their current rate of pay.
- E. Step placement of employees on a new Range as outlined in A, B and D of this section will not change the employee's next step increase date which shall occur as regularly scheduled.

ATTACHMENT B- WAGE SCHEDULE

{{to be added by payroll}}

ATTACHMENT C – 2017 SMP REVISIONS

For purposes of explanation and without augmenting the provisions of Article 4 in any way effective 1/1/2017 the SMP shall be adjusted as follows:

1

Deductible Single/Family		\$500/\$1000
Coinsurance		80%/60%
Out of Pocket Max		\$2,500/%5000
RX Cost Sharing		\$15/\$30/\$50/20% (subject to out of pocket max)
Max RX copay		20% up to \$200, per 30 day fill
Emergency Room Copay		\$100 (waived if admitted)
Employee Contribution for Spouses		\$100/month
Coordination of benefits		Integrated

2. The following enhancements shall be added to the SMP effective 1/1/2017
 - a. Increase alternative care sessions from twenty-four (24) to thirty (30) per year.
 - b. Remove Pulmonary and Cardiac therapy from inclusion in alternative care group and create a new group including both therapies with a limit of thirty (30) sessions per year.

3. Effective 1/1/2017 annual dental limits for covered individuals shall increase from one-thousand-five-hundred (\$1,500) dollars to two-thousand (\$2,000) dollars. All other dental benefit coverages remain the same.

4. Effective 1/1/2017 the County shall provide all employees covered by this contract with a Long Term Disability Policy that provides coverage of 50% of the employee's compensation. Coverage limits will be as set by the plan documents.

5. Effective 1/1/2017 the County shall increase the basic life insurance coverage of employees covered by this contract to \$25,000.

6. In order to assist employees in the transition to the SMP 500 an HRA VEBA account shall be established for all employees enrolled in the SMP 500. \$700 shall be contributed by the County in 2017 to the account of each regular full-time employee who is employed as of the date of Adoption. Employees who are hired after 1/1/17 shall receive a pro-rated portion based on their benefit eligibility date. Regular part-time employee's contribution shall be based on their percentage of full-time status as 1/1/17 or if hired after that date, as of their date of hire.
 - a. The Bargaining Unit may elect a lumpsum of \$600.00 prorated for pat-time or part year service.

**SKAGIT COUNTY
2017 SALARY SCHEDULE
SHERIFF'S OFFICE
SUPPORT STAFF (AFSCME) - NON-EXEMPT EMPLOYEES
Contract #**

2.00%

DURATION (MONTHS)		12	12	18	18	18	18	18	
RANGE	PAY PERIOD	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8
7	HOURLY	\$17.99	\$18.60	\$19.26	\$19.95	\$20.66	\$21.36	\$22.13	\$22.91
	MONTHLY (40)	\$3,118.27	\$3,224.00	\$3,338.40	\$3,458.00	\$3,581.07	\$3,702.40	\$3,835.87	\$3,971.07
	ANNUAL (40)	\$37,419.20	\$38,688.00	\$40,060.80	\$41,496.00	\$42,972.80	\$44,428.80	\$46,030.40	\$47,652.80
8	HOURLY	\$19.26	\$19.95	\$20.66	\$21.36	\$22.13	\$22.88	\$23.69	\$24.52
	MONTHLY (40)	\$3,338.40	\$3,458.00	\$3,581.07	\$3,702.40	\$3,835.87	\$3,965.87	\$4,106.27	\$4,250.13
	ANNUAL (40)	\$40,060.80	\$41,496.00	\$42,972.80	\$44,428.80	\$46,030.40	\$47,590.40	\$49,275.20	\$51,001.60
9	HOURLY	\$20.66	\$21.36	\$22.13	\$22.88	\$23.69	\$24.50	\$25.37	\$26.26
	MONTHLY (40)	\$3,581.07	\$3,702.40	\$3,835.87	\$3,965.87	\$4,106.27	\$4,246.67	\$4,397.47	\$4,551.73
	ANNUAL (40)	\$42,972.80	\$44,428.80	\$46,030.40	\$47,590.40	\$49,275.20	\$50,960.00	\$52,769.60	\$54,620.80
10	HOURLY	\$22.13	\$22.88	\$23.69	\$24.50	\$25.37	\$26.21	\$27.13	\$28.09
	MONTHLY (40)	\$3,835.87	\$3,965.87	\$4,106.27	\$4,246.67	\$4,397.47	\$4,543.07	\$4,702.53	\$4,868.93
	ANNUAL (40)	\$46,030.40	\$47,590.40	\$49,275.20	\$50,960.00	\$52,769.60	\$54,516.80	\$56,430.40	\$58,427.20
12	HOURLY	\$25.37	\$26.21	\$27.13	\$28.01	\$29.02	\$30.02	\$31.09	\$32.18
	MONTHLY (40)	\$4,397.47	\$4,543.07	\$4,702.53	\$4,855.07	\$5,030.13	\$5,203.47	\$5,388.93	\$5,577.87
	ANNUAL (40)	\$52,769.60	\$54,516.80	\$56,430.40	\$58,260.80	\$60,361.60	\$62,441.60	\$64,667.20	\$66,934.40
13	HOURLY	\$27.13	\$28.01	\$29.02	\$30.02	\$31.09	\$32.16	\$33.29	\$34.46
	MONTHLY (40)	\$4,702.53	\$4,855.07	\$5,030.13	\$5,203.47	\$5,388.93	\$5,574.40	\$5,770.27	\$5,973.07
	ANNUAL (40)	\$56,430.40	\$58,260.80	\$60,361.60	\$62,441.60	\$64,667.20	\$66,892.80	\$69,243.20	\$71,676.80

**SKAGIT COUNTY
2018 SALARY SCHEDULE
SHERIFF'S OFFICE
SUPPORT STAFF (AFSCME) - NON-EXEMPT EMPLOYEES
Contract #**

2.00%

DURATION (MONTHS)		12	12	18	18	18	18	18	
RANGE	PAY PERIOD	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8
7	HOURLY	\$18.35	\$18.97	\$19.65	\$20.35	\$21.07	\$21.79	\$22.57	\$23.37
	MONTHLY (40)	\$3,180.67	\$3,288.13	\$3,406.00	\$3,527.33	\$3,652.13	\$3,776.93	\$3,912.13	\$4,050.80
	ANNUAL (40)	\$38,168.00	\$39,457.60	\$40,872.00	\$42,328.00	\$43,825.60	\$45,323.20	\$46,945.60	\$48,609.60
8	HOURLY	\$19.65	\$20.35	\$21.07	\$21.79	\$22.57	\$23.34	\$24.16	\$25.01
	MONTHLY (40)	\$3,406.00	\$3,527.33	\$3,652.13	\$3,776.93	\$3,912.13	\$4,045.60	\$4,187.73	\$4,335.07
	ANNUAL (40)	\$40,872.00	\$42,328.00	\$43,825.60	\$45,323.20	\$46,945.60	\$48,547.20	\$50,252.80	\$52,020.80
9	HOURLY	\$21.07	\$21.79	\$22.57	\$23.34	\$24.16	\$24.99	\$25.88	\$26.79
	MONTHLY (40)	\$3,652.13	\$3,776.93	\$3,912.13	\$4,045.60	\$4,187.73	\$4,331.60	\$4,485.87	\$4,643.60
	ANNUAL (40)	\$43,825.60	\$45,323.20	\$46,945.60	\$48,547.20	\$50,252.80	\$51,979.20	\$53,830.40	\$55,723.20
10	HOURLY	\$22.57	\$23.34	\$24.16	\$24.99	\$25.88	\$26.73	\$27.67	\$28.65
	MONTHLY (40)	\$3,912.13	\$4,045.60	\$4,187.73	\$4,331.60	\$4,485.87	\$4,633.20	\$4,796.13	\$4,966.00
	ANNUAL (40)	\$46,945.60	\$48,547.20	\$50,252.80	\$51,979.20	\$53,830.40	\$55,598.40	\$57,553.60	\$59,592.00
12	HOURLY	\$25.88	\$26.73	\$27.67	\$28.57	\$29.60	\$30.62	\$31.71	\$32.82
	MONTHLY (40)	\$4,485.87	\$4,633.20	\$4,796.13	\$4,952.13	\$5,130.67	\$5,307.47	\$5,496.40	\$5,688.80
	ANNUAL (40)	\$53,830.40	\$55,598.40	\$57,553.60	\$59,425.60	\$61,568.00	\$63,689.60	\$65,956.80	\$68,265.60
13	HOURLY	\$27.67	\$28.57	\$29.60	\$30.62	\$31.71	\$32.80	\$33.96	\$35.15
	MONTHLY (40)	\$4,796.13	\$4,952.13	\$5,130.67	\$5,307.47	\$5,496.40	\$5,685.33	\$5,886.40	\$6,092.67
	ANNUAL (40)	\$57,553.60	\$59,425.60	\$61,568.00	\$63,689.60	\$65,956.80	\$68,224.00	\$70,636.80	\$73,112.00

**SKAGIT COUNTY
2019 SALARY SCHEDULE
SHERIFF'S OFFICE
SUPPORT STAFF (AFSCME) - NON-EXEMPT EMPLOYEES
Contract #**

1%

DURATION (MONTHS)		12	12	18	18	18	18	18	
RANGE	PAY PERIOD	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8
7	HOURLY	\$18.53	\$19.16	\$19.85	\$20.55	\$21.28	\$22.01	\$22.80	\$23.60
	MONTHLY (40)	\$3,211.87	\$3,321.07	\$3,440.67	\$3,562.00	\$3,688.53	\$3,815.07	\$3,952.00	\$4,090.67
	ANNUAL (40)	\$38,542.40	\$39,852.80	\$41,288.00	\$42,744.00	\$44,262.40	\$45,780.80	\$47,424.00	\$49,088.00
8	HOURLY	\$19.85	\$20.55	\$21.28	\$22.01	\$22.80	\$23.57	\$24.40	\$25.26
	MONTHLY (40)	\$3,440.67	\$3,562.00	\$3,688.53	\$3,815.07	\$3,952.00	\$4,085.47	\$4,229.33	\$4,378.40
	ANNUAL (40)	\$41,288.00	\$42,744.00	\$44,262.40	\$45,780.80	\$47,424.00	\$49,025.60	\$50,752.00	\$52,540.80
9	HOURLY	\$21.28	\$22.01	\$22.80	\$23.57	\$24.40	\$25.24	\$26.14	\$27.06
	MONTHLY (40)	\$3,688.53	\$3,815.07	\$3,952.00	\$4,085.47	\$4,229.33	\$4,374.93	\$4,530.93	\$4,690.40
	ANNUAL (40)	\$44,262.40	\$45,780.80	\$47,424.00	\$49,025.60	\$50,752.00	\$52,499.20	\$54,371.20	\$56,284.80
10	HOURLY	\$22.80	\$23.57	\$24.40	\$25.24	\$26.14	\$27.00	\$27.95	\$28.94
	MONTHLY (40)	\$3,952.00	\$4,085.47	\$4,229.33	\$4,374.93	\$4,530.93	\$4,680.00	\$4,844.67	\$5,016.27
	ANNUAL (40)	\$47,424.00	\$49,025.60	\$50,752.00	\$52,499.20	\$54,371.20	\$56,160.00	\$58,136.00	\$60,195.20
12	HOURLY	\$26.14	\$27.00	\$27.95	\$28.86	\$29.90	\$30.93	\$32.03	\$33.15
	MONTHLY (40)	\$4,530.93	\$4,680.00	\$4,844.67	\$5,002.40	\$5,182.67	\$5,361.20	\$5,551.87	\$5,746.00
	ANNUAL (40)	\$54,371.20	\$56,160.00	\$58,136.00	\$60,028.80	\$62,192.00	\$64,334.40	\$66,622.40	\$68,952.00
13	HOURLY	\$27.95	\$28.86	\$29.90	\$30.93	\$32.03	\$33.13	\$34.30	\$35.50
	MONTHLY (40)	\$4,844.67	\$5,002.40	\$5,182.67	\$5,361.20	\$5,551.87	\$5,742.53	\$5,945.33	\$6,153.33
	ANNUAL (40)	\$58,136.00	\$60,028.80	\$62,192.00	\$64,334.40	\$66,622.40	\$68,910.40	\$71,344.00	\$73,840.00