

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

**January 1, 2020  
through  
December 31, 2021**

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

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THIS AGREEMENT is entered into by Skagit County the \_\_\_\_\_ day of \_\_\_\_\_ through December 31, 2020, by and between the SHERIFF OF SKAGIT COUNTY, SKAGIT COUNTY COMMISSIONERS hereinafter referred to as County and the SKAGIT COUNTY CORRECTIONS DEPUTY GUILD, hereinafter referred to as Guild.

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

**ARTICLE 2 – UNION MEMBERSHIP**

- 2.1 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.
- 2.2 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 which will meet periodically during the term of this agreement 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 and office equipment and computer e-mail systems 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.
- 4.6 Once per quarter, the Guild may call and hold a quarterly Guild meeting at the Sheriff's Office or a location of the Guild's choosing within the County that is within fifteen (15) minutes response time of the Sheriff's Office. Such quarterly meeting may be attended by all on-duty Guild members, so long as each on-duty Guild member is call responsive and minimum staffing is maintained.

## **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 for those employees assigned to work five (5) consecutive eight (8)-hour shifts, or four (4) consecutive ten (10) hour shifts.

Employees working a "12-3-3" shift will work twelve (12)-hour and fifteen (15) minute shifts of consecutive three (3) days on and three (3) days off over a twenty four (24) day period.

### **6.1.1 Meal and Rest Periods**

Employees shall receive a 15 minute paid rest period approximately the middle of the first half of the work shift and approximately the middle of the last half of the work shift. Employees shall receive a 30 minute paid meal period approximately half-way through their work shift. As the rest and meal period are paid, employees may be expected to respond to emergent issues in the jail.

- 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.

An employee will normally be given an adequate advance notice of any change in the employee's regular hours of work. Except where an unforeseen event affecting appropriate staffing levels exists. Notice given less than thirty-six (36) hours before the employee is to begin work under the changed schedule entitles the employee to compensation at double time rate for the hours which were previously unscheduled up to a maximum of eight (8) hours. There will be no pyramiding of pay under this provision. Changes which are a result of a voluntary transfer or promotion are exempt from this provision.

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 Sheriff will pay all other Corrections Deputies and Sergeants who work the ninth (9<sup>th</sup>) day at the overtime rate of time and one-half. The schedule shall provide nine (9) hours between scheduled 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.

Employees will not be mandated to work overtime beyond the end of their regularly scheduled shift immediately prior to the first day of a regularly scheduled vacation.

- 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 seventy two (72) hours off per year (e.g., forty (48) 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 1<sup>st</sup> for balances existing as of the previous December 31<sup>st</sup>. 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.

- 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 the employee 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) hours 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, including designation as Lead Deputy, will receive out-of-class pay on an hour for hour basis. The rate of pay shall be at the first step on the sergeant's pay scale at least one (\$1.00) 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 in their current rank within the Corrections division;

7.1.2 For shift bidding purposes, seniority shall mean the amount of time an employee has been in their current rank within the Corrections division;

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 within their current rank. 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 within their current rank. 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. Probationary employees are exempt from the provisions of this article.

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 (A) An annual vacation “bidding window” is established for the purpose of allowing employees to use their seniority to schedule block seniority vacation leave for the year. The “bidding window” shall be fourteen (14) calendar days and shall begin seven (7) calendar days after the conclusion and posting of the seniority work shift bidding process.

(B) For example, if the seniority work shift bidding process for calendar year 2010 concluded on November 30; then on December 7, the annual vacation bidding window would begin for fourteen (14) calendar days concluding on December 21.

(C) During the annual vacation bidding window, an employee may use their seniority to bid block(s) of seniority vacation leave by groups set forth in Section 8.1 (E) below. Employees working twelve (12) hour and eight (8) hour shifts must bid each block of seniority vacation leave in at least twenty- four (24) hours of annual leave and employees working ten (10) hour shifts must beach each block of seniority vacation leave in at least twenty (20) hours of annual leave (regular days off do not count).

(D) After the annual vacation bid process is concluded and posted, requests for additional vacation leave shall be accepted on a first-come first-served basis for the year. Employees shall provide at least three (3) calendar days’ notice when requesting additional vacation leave. Approval or denial of additional vacation leave request will be communicated to the employee, in writing, within three (3) calendar days of receipt of the request for the additional vacation leave.

(E) The maximum number of employees allowed on vacation leave at any one time shall be as follows:

Jail Day Shift: 20% of the total number of officers assigned to the shift. The Medical Liaison Deputy is included in day shifts.

Jail Swing Shift: 20% of the total number of officers assigned to the shift.

Jail Graveyard Shift: 20% of the total number of officers assigned to the shift.

Jail Night Shift: 20% of the total number of officers assigned to the shift.

Jail Sergeants: 40% of the total number of Sergeants assigned to the jail.

Non-Jail Assignments: 20% of the total number of officer and sergeants assigned to the non-jail assignment.

(F) Percentages (10% or 20%) will be computed by normal rounding rules, with a minimum of one (1) person allowed to be off on leave. For example, if there are twelve (12) (20% = 2.4 round to 2) officers assigned to a shift, two (2) will be allowed off on leave. If there are nine (9) (20% = 1.8 round to 2) officers assigned to a unit, two (2) will be allowed off on leave.

(G) At the Chief’s discretion, a greater number of employees in excess of the parameters set forth in Section 8.1 (E) above, may be allowed off.

- 8.1.1 Employees who voluntarily transfer between shifts and/or assignment will need to re-verify their vacation leave schedules so as not to exceed the limits set forth in Section 8.1 above. If previously scheduled vacation leave does exceed the limit,



the employee will reschedule vacation leave to open dates to conform to the limits set forth in Section 8.1 above.

8.1.2 Employees who are involuntarily transferred between shifts and/or assignments will not have their vacation leave schedules altered by their reassignment.

8.1.3 In the event of an unforeseen emergency or unforeseen circumstances which cause a significant, long-term impact on staffing levels in the jail, the County may adjust vacation schedules. The County will notify the Guild in writing (if time permits) and afford the Guild an opportunity to offer suggestions as to how such unforeseen emergency or unforeseen circumstances can be addressed with the least disruption to existing vacation schedules.

8.2 All employees, assigned to any schedule, shall be credited at the end of each calendar month of full-time employment with the following proportionate amounts of annual leave: This schedule shall be effective January 1, 2016 and appropriate retro vacation accrual will be provided to those employees impacted.

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

8.4 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 accruals shall not exceed 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 designee has been obtained. If any 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 Sheriff's Office - Correction Division 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, which is defined as 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 (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 31<sup>st</sup> of the previous year shall be used. Prior to January 10 of each year, eligible employees shall declare their intent to convert sick leave under this section on forms provided by the Human Resources Department. 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 requirement.

9.5 **Planned Temporary Disability and/or FMLA Usage. Non-LEOFF I**

- 9.5.1 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.
- 9.5.2 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, in writing by the County, at regular intervals based on the nature of the planned FMLA usage and the requirements of the employee's job.

9.6 **Temporary Duty Assignment.** In case of injury or illness that prohibits the employee from performing his or her regularly assigned duties, the Sheriff may provide a temporary duty assignment per shift if the employee is released by the employee's HCP for such duty.

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.

9.7 **Transfers.** Employees transferring from one (1) 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.

9.8 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.

9.9 Sick Leave Cash-Out. Corrections 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 cashout not to exceed 60 hours).
- Employee must have a minimum of 240 hours accrued in their sick leave bank.

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

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

Completion of Sick Leave Cashout form must be completed and submitted to the Human Resource Department at least two (2) weeks prior to separation of service 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": Individuals considered to be members of the family are the employee's spouse or same or opposite sex domestic partner, child, parent, grandparent, grandchild, sister or brother. It also includes individuals in the following relationships with the employee's spouse or domestic partner: child, parent, sister, brother and grandparent. "Child" also includes any child residing in the employee's home through foster care, legal guardianship or custody. Family members include those persons in a "step" relationship and any person residing with or legally dependent upon the employee.

10.1.2 Time Off.

10.1.2.1 In the event of a death in an 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.

- 10.1.2.2 An employee shall be granted not more than five (5) days nor more than forty (40) hours of leave with pay to assist with funeral arrangements and services when a death occurs outside the state of Washington.
- 10.1.2.3 An employee is eligible for one-half (1/2) day leave with pay to attend the memorial service/funeral of a fellow employee, or an employee who has retired from service within five (5) years, subject to the approval of the Sheriff or designee.

Bereavement leave may be extended by the use of accrued vacation time with approval of the Sheriff or designee.

- 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 requests are not subject to the grievance procedure.
  - 10.4.2 Except as provided by State and Federal law, 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 FMLA current policy (1-1-06) unless modification is required by law.
- 10.6 Military Leave. Skagit County will comply with the federal Uniformed Services Employment and Reemployment Right Act (USERRA) and any state laws related to participation in uniformed services/military services, including the National Guard and Military Reserves, for employees that voluntarily or involuntarily leave employment positions to undertake military service.
- 10.7 Washington State Paid Family Medical Leave. Eligible employees are covered by Washington's Family and Medical Leave Program, RCW 50A.04. Eligibility for leave and benefits are established by state law and therefore independent of this Agreement. Benefits for this program are funded by both Employer and employee payroll deductions, with payroll deductions for eligible employees based on the default maximum percentages listed in RCW 50A.04.115.

**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 be entitled to two (2) paid "floating" holidays equal to sixteen (16) hours per calendar year, which may be used in no less than one (1)-hour increments. Each employee may select the day on which the employee desires to take the additional holiday provided herein after approval of the Employer. New employees shall be eligible for the additional holiday following six (6) months of continuous service. This "floating" holiday must be taken within each calendar year it is earned. No employee shall be paid for an unused "floating" holiday 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 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.

**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:

<b>UNIFORM ITEMS</b>	
Badge (shirt)	1
Shirts	1 long sleeve/3 short sleeve
Trousers	3
Ties	1
Tie Bar	1
Utility Jacket	1
Uniform Belt	1
Boots/Shoes	Maximum - \$300 annually
Baseball Hat (Tactical & Search and Rescue OPS)	1

<b>EQUIPMENT</b>
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Handcuffs	1 pair
Capstun	1(Transport)
Protective Vests	Level 2 ballistic vest for employees who request them

<b>LEATHER GEAR ITEMS</b>	
Handcuff case	1
Key holder	1
Trouser Belt	1
Glove Holder	1

Boot Allowance (other usage) – Employees may use up to \$75 for approved equipment if boots are not purchased during the calendar year. Boots must be appropriately maintained.

Protective Vests – Vests must be worn by deputies when working in the Jail or on transports. Exceptions will be made for control room assignments but the vest must be with the deputy in the control room so that it may be easily donned as needed.

- 12.2 Used uniforms and equipment may be issued as long as they are in serviceable condition.
- 12.3 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.
- 12.4 Equipment issued by the County to each employee shall remain the property of the County.
- 12.5 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.
- 12.6 Clothing Allowance. The Employer shall pay the cleaning of two (2) full uniforms per week for uniformed personnel.
- 12.7 Alterations to uniforms funded by the employer shall include standard alterations only.
- 12.8 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.
- 12.9 Jumpsuits. The County shall provide up to \$300 toward jumpsuits when requested by Corrections Deputies and Sergeants who have completed at least three (3) years of employment within the Corrections division. Jumpsuits shall have "Corrections" designator on back. All jumpsuit designs are subject to the approval of the Sheriff or designee. Unused boot allowance can be put toward jumpsuit cost if over \$300. Any additional cost not covered by the above shall be the responsibility of the employee. Deputies and Sergeants who have not completed three (3) years of employment within the Corrections division may purchase and wear approved jumpsuits at their own cost.

Jumpsuits may not be worn by Deputies or Sergeants while serving in the Jail Alternatives (including Court Rover) or any assignment outside of the Skagit County Community Justice Center.

12.10 Outer Carrier. Deputies and Sergeants assigned Transport and Jail Alternatives shall be provided black outer carriers with "Corrections" designator on back. All outer carrier designs are subject to the approval of the Sheriff or designee.

## **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 (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 Corrections Officer Academy shall commence at date of hire, through the period of the 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 their probationary period 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.
- 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 provide each employee with access to an electronic 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 electronic format.
- 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 one (1) day (4 hours) at the firing range for firearms training. Deputies assigned to Jail Alternatives program, Court Rover, Transport, or CRT will receive three (3) days (4 hours each, 12 hours total) 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 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, corrections deputies performing duties normally performed by patrol deputies 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 sixty (60) minutes for any one (1) incident.

- 14.5 The County shall attempt to provide seven (7) parking spaces reasonably close to the jail, as of July 1, 2004.

## **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 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 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 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 meeting involving the employee related to the internal investigation.
  - 15.1.7.1 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’s representative or the Guild’s legal counsel for the employee shall be allowed to electronically record the interview and any subsequent meeting involving the employee related to the internal investigation.
- 15.1.8 The employee and the Guild 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, HIPAA 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 and shall be filed with the Undersheriff with a copy to the Chief. 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 and the facts upon which it based;
- (b) The Section(s) 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 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 Employees shall be assigned to the appropriate tier of the salary plan outlined in Attachment A according to the combination of assignments and special pays they are entitled to.

18.2 Effective January 1, 2020, all tiers and steps of the corrections deputies and sergeant's salary plan in effect as of December 31, 2019, shall increase by two and one-quarter percent (2.25%) across the board.

18.3 Effective January 1, 2021, all tiers and steps of the corrections deputies and sergeant's salary plan in effect as of December 31, 2020 shall be increased by two and one-quarter percent (2.25%) across-the-board. Time between each step shall be twelve (12) months.

18.4 Shift Differential.

a) An employee assigned to work a night shift (1745-0600) or mid shift (1145-2400) will be paid shift differential pay equal to an additional two and one-half percent (2.5%) above the employee's regular hourly and/or monthly rate of pay. Employees working overtime on these shifts shall not receive the shift differential.

d) When the 12 hour shift is implemented the Swing and Graveyard shift differentials will cease. There will be a single night shift defined as beginning at 1800 (6:00 PM) and ending at 0600 (6:00 AM). Employees assigned to work the night shift will receive a two and one-half percent (2.5%) above the employees hourly and/or monthly rate of pay. Additionally, any employee assigned to work the hours between 1800-0600 will receive the night shift differential for that time.

18.5 Specialty Pay Premium. The Employer agrees to compensate employees assigned to special duty at one (1) of the pay tiers that provides specialty premium pay. Specialty pay shall be paid to the following assignments:

Field Training Officer  
Transport Deputy  
Jail Alternatives (including Court Rover)  
Classification Deputy

Typical length of premium pay assignments, subject to the discretion of the Sheriff or designee, shall be:

Field Training Officer, Jail alternatives, Classification: five (5) years

Transport Deputy: three (3) years

Deputies assigned to premium pay assignments serve at the sole discretion of the Sheriff or designee.

18.6 Bi-lingual Premium Pay. A premium payment of one hundred and forty (\$140) dollars will be provided to employees who are fluent in Spanish (or a Spanish dialect derivative) or American Sign Language. Fluency will be determined through an oral interview of the employee by another fluent

employee chosen by the Sheriff. Premium pay shall be paid out one half (1/2) per pay period and will be pro-rated in the event of separation of employment.

18.7 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
- BA/BS (4 year) degree

18.7.1 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.

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.

18.8 Sergeant Differential. A Sergeant's base pay will be four percent (4.0%) 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 (4.0%) after eighteen (18) months as a Sergeant, and Step 3 an additional four (4.0%) after thirty-six (36) months as a Sergeant. This new step system will be implemented retroactively for all eligible employees on the payroll as of November 12, 2008, and current Sergeants will be placed into a new Sergeant step based upon years of service as a Sergeant at the time of implementation of this new step system.

Effective June 1, 2020, all work previously assigned to the Administrative Sergeant shall be reassigned to Lieutenant position(s) outside the bargaining unit. Any work delegated to bargaining unit members intermittently does not become bargaining unit work.

18.9 Hiring Bonus. New employees shall receive a one-time lump-sum payment of five hundred (\$500) dollars, less all applicable employment taxes. Payment will be made within the first four (4) pay periods after the date of hire.

18.10 Longevity Pay. Effective 1/1/20, 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 Guild represented employees are covered by the County's health insurance plans and benefits (Standard Medical Plan (SMP) , dental, vision, life insurance and EAP). A copy of the plans and benefits effective January 1, 2020 are incorporated herein by reference. The SMP benefits shall be maintained for the life of the agreement subject to articles 19.5 through 19.12

- 19.2 The County will pay the cost of life insurance and employee assistance program at 100% for each employee and their dependents.
- 19.3 All health and welfare plans and benefits specified in this Article shall be as set forth in Attachment C, or plans with equal or better benefit levels.
- 19.4 The County agrees to provide a short-term and long-term disability insurance policy for off-duty injuries for corrections officers and sergeants. The County will pay up to forty dollars (\$40) per month for PERS I and II and PSERS officers only. Employees may elect to decline coverage
- 19.5 The County shall fund the SMP benefits, accumulation of reserves, and operation as herein provided:

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 year period. The initial rolling three year period in determining the SMP-OCS will be 2017 through 2019.

19.5.1 2020-2021 Plan Preservation:

The County is currently paying more than the 80% outlined in 19.5.1. 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 proportionately allocate the SMP-OCS in accordance with 19.5.1.

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 19.5.1." (See Section 19.8)

- 19.5.2 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. To the extent the County may be able to do so such payments shall be deducted on a "pre-tax" basis. When an employee contribution is a monthly amount, such contribution will be deducted at one half (1/2) of the total amount per paycheck. In the event the employee separates employment prior to the second deduction, such deduction will be taken out of the employee's final paycheck.

19.5.3 (a) 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.

- 19.6 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.
- 19.7 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.
- 19.8 Should the SMP experience negative actuarial trend experience, altering the division of SMP-OCS beyond the cost sharing as provided in Section 19.5.1, 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 19.5.1. 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.

- 19.9 The Benefits Committee may have one (1) employee representative from the Guild Bargaining Unit, 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.
- 19.10 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.
- 19.11 If employed on the first working day of the month, eligible employees are eligible for Health and Welfare benefits for that month.
- 19.12 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 per year. The following exceptions for additional open enrollment periods shall apply:
  - 19.12.1 Marriage: Benefit changes accepted up to one (1) month (or consistent with policy) from the date of marriage.
  - 19.12.2 Birth/Adoption: Benefit changes accepted up to one (1) month (or consistent with policy) from the date of birth/adoption.
  - 19.12.3 Any other qualifying event, consistent with County policy or state law 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 HCP 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 a 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 (1) 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:

<b>DRUG</b>	<b>SCREENING TEST</b>	<b>CONFIRMATION TEST (GC/MS)</b>
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 – PHYSICAL FITNESS**

- 21.1 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.
- 21.2 Corrections Deputies of the Skagit County Sheriff’s Office 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.
- 21.3 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.
- 21.4 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.
- 21.5 Employees shall cooperate with the HCP in efforts to experiment with and improve the tests and standards contained herein.
- 21.6 All employees shall be protected against loss of pay for time off due to any injuries sustained while participating in authorized physical fitness tests.
- 21.7 Every three (3) years each employee shall be given the option to obtain a blood scan and treadmill test from a 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.
- 21.8 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.
- 21.9 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.
- 21.10 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 22 – SUBORDINATION OF AGREEMENT**

- 22.1 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.
- 22.2 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.

- 22.3 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.
- 22.4 In the case of actions both appealable to the Civil Service Commission and grievable under the terms of this Agreement:
- 22.4.1 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.
  - 22.4.2 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.
  - 22.4.3 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.
- 22.5 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.
- 22.6 The County hereby agrees that in instances where both the grievance procedure provided for in this Agreement and a civil service appeal by one (1) 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.
- 22.7 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 23 – LAYOFF AND RECALL**

- 23.1 The Sheriff shall determine when layoffs are necessary. The Sheriff may layoff bargaining unit members when such action is determined necessary by reasons of lack of work, lack of funds, or reorganization.
- 23.2 If the Sheriff determines that a layoff is necessary, the Sheriff shall provide written notice of at least thirty (30) calendar 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 written notice is made to the bargaining unit member, the Sheriff shall provide a copy of the written notice to the President or designee of the Guild.
- 23.3 In any given classification 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 or sergeants in their probationary first year)
  - (d) Regular employees (deputies, sergeants)
- 23.4 For each classification, layoffs shall be made in order of reverse seniority with the least senior employee within the classification being laid off first. Seniority for a Corrections Deputy shall be determined by the continuous length of service in the Skagit County Corrections Division. Seniority for sergeant is determined by their length of service in the rank. A reduction in rank or demotion as a result of layoffs shall also occur in order of reverse seniority.

**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 from January 1, 2020, through December 31, 2021.

**THIS CONTRACT SIGNED** this 13 day of July, 2020.

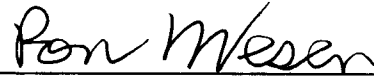
**BOARD OF COUNTY COMMISSIONERS  
SKAGIT COUNTY, WASHINGTON**



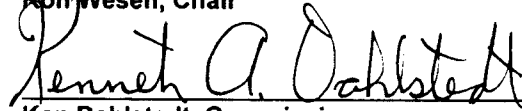
**Don McDermott, Skagit County Sheriff**



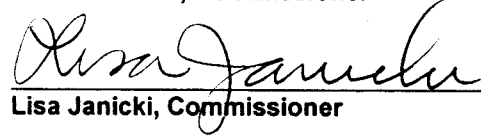
**Guillermo Garcia, President  
Skagit County Corrections Deputy Guild**



**Ron Wesen, Chair**



**Ken Dahlstedt, Commissioner**



**Lisa Janicki, Commissioner**

**ATTACHMENT A**

(to be populated)

## 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 (1) 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**

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

**MEDICAL SUMMARY OF BENEFITS – STANDARD 500 PLAN (continued)**

<b>PRIMARY SERVICES (continued)</b>	<b>PREFERRED PROVIDER</b>	<b>NON-PREFERRED PROVIDER</b>
<b>VII. HOME HEALTH CARE</b> <i>Limited to 130 visits per Calendar Year.</i>	Paid at 80%	Paid at 60%
<b>VIII. HOSPICE</b> — <i>Limited to six (6) months of care per Lifetime; other Limitations apply.</i>	Paid at 80%	Paid at 60%
<b>IX. OUTPATIENT PRESCRIPTION DRUGS **Deductible Waived**</b>		
<u>Retail</u> — <i>Limited to a 30-day supply.</i>	<b>MAXORPLUS PHARMACIES</b>	<b>NON-MEMBER PHARMACIES*</b>
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>		
<b>X. SKILLED NURSING FACILITY</b> <i>Limited to ninety (90) days per Calendar Year.</i>	Paid at 80%	Paid at 60%
<b>XI. TRANSPLANT BENEFIT</b>	Paid at 80%	Not Covered
<b>XII. OTHER BENEFITS</b>		
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.</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 &amp; 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 &amp; 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%

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

2

## 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](http://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)<sup>1</sup>**

*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.*

<b>BENEFIT PERIOD</b>	Calendar Year	
<b>BENEFIT LIMITATION</b>	Services from Non-Preferred Providers are limited to a Usual & Customary and/or Reasonable (UCR) allowance.	
<b>PRE-CERTIFICATION</b>	Pre-certification is required for certain Inpatient admissions. See <b>PRE-CERTIFICATION OF HOSPITAL ADMISSION</b> in your SPD for details.	
<b>LIFETIME MAXIMUM BENEFIT</b>	Unlimited	
	<b>PREFERRED PROVIDER</b>	<b>NON-PREFERRED PROVIDER</b>
<b>DEDUCTIBLE</b> <i>Applies to all services unless otherwise noted.</i>	<b>\$1,400</b> Employee-only/ <b>\$2,800</b> Employee & Family per Calendar Year	
<b>OUT-OF-POCKET MAXIMUM</b> — <i>Benefits are increased to 100% payment if Out-of-Pocket expenses for Deductibles &amp; 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.</i>	<b>\$6,900</b> Employee-only/ <b>\$13,800</b> Employee & Family per Calendar Year	
<b>PRIMARY SERVICES</b>		
<b>I. PHYSICIAN SERVICES</b>		
<u>Inpatient</u>	Hospital Visit	Paid at 80%
	Surgery	Paid at 80%
<u>Outpatient</u>	Office Visit	Paid at 80%
	Surgery	Paid at 80%
<b>II. PREVENTIVE CARE SERVICES</b> — <i>Contact Member Services at (800) 426-9786 to confirm which Preventive Care services are covered.</i>		
	Preventive Care	<b>Deductible Waived</b> , Paid at 100%
	Screening Colonoscopies & Mammograms	<b>Deductible Waived</b> , Paid at 100%
	Routine Vision Exam— <i>Limited to one (1) exam per Calendar Year</i>	Paid at 100%
	Sterilization— <i>Limited to \$1,000 per Lifetime</i>	Paid at 80%
	Contraceptive Management	Paid at 80%
<b>III. HOSPITAL SERVICES</b>		
<u>Inpatient</u>	Room and Board	Paid at 80%
	Intensive Care & Coronary Care Units	Paid at 80%
	Hospital Miscellaneous Expenses	Paid at 80%
<u>Outpatient</u>	Outpatient Department/Ambulatory Surgical Center	Paid at 80%
	Hospitalization for Dental Services— <i>Limited to \$1,000 per Calendar Year.</i>	Paid at 80%
<u>Emergency Room</u>	Services and Supplies	Paid at 80%
	X-ray and Lab	Paid at 80%
<b>IV. DIAGNOSTIC SERVICES</b> — <i>Includes interpretations; non-routine/non-preventive scans, imaging and labs; non-routine cancer screenings.</i>		
	Physician Services	Paid at 80%
	Inpatient/Outpatient Facility Services	Paid at 80%
	Diagnostic Colonoscopies & Mammograms	<b>Deductible Waived</b> , Paid at 100%

<sup>1</sup> 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**  
 Skagit County Summary of Benefits – HDHP (with HSA)  
 Effective January 1, 2020

**MEDICAL SUMMARY OF BENEFITS – HDHP with HSA (continued)**

<b>PRIMARY SERVICES (continued)</b>	<b>PREFERRED PROVIDER</b>	<b>NON-PREFERRED PROVIDER</b>
<b>V. MATERNITY &amp; NEWBORN CARE</b> — <i>Limited to Employees, Spouses &amp; Domestic Partners.</i> Office Visits/Professional Services Hospital/Birthing Center	Paid at 80% Paid at 80%	Paid at 60% Paid at 60%
<b>VI. CHEMICAL DEPENDENCY &amp; MENTAL HEALTH TREATMENT</b>	Paid at 80%	Paid at 60%
<b>VII. HOME HEALTH CARE</b> <i>Limited to 130 visits per Calendar Year.</i>	Paid at 80%	Paid at 60%
<b>VIII. HOSPICE</b> — <i>Limited to six (6) months of care per Lifetime; other Limitations apply.</i>	Paid at 80%	Paid at 60%
<b>IX. OUTPATIENT PRESCRIPTION DRUGS</b> <i>Retail—Limited to a 90-day supply.</i> Generic Drugs Formulary Brand Name Drugs Non-Formulary Brand Name Drugs <i>Mail Order—Limited to a 90-day supply, but only pay for a two (2)-month supply.</i> Generic Drugs Formulary Brand Name Drugs Non-Formulary Brand Name Drugs <i>Specialty Drugs—Limited to a 30-day supply. After first retail fill, must be purchased through Maxor Mail-Order Pharmacy.</i>	<b>MAXORPLUS PHARMACIES</b>  Paid at 80% Paid at 80% Paid at 80%  Paid at 80% Paid at 80% Paid at 80%  Paid at 80%	<b>NON-MEMBER PHARMACIES*</b>  Paid at 80%* Paid at 80%* Paid at 80%* <i>*Limited to Maxor's Maximum Allowable Charge.</i>  Not Available Not Available Not Available  Not Available
<b>X. SKILLED NURSING FACILITY</b> <i>Limited to ninety (90) days per Calendar Year.</i>	Paid at 80%	Paid at 60%
<b>XI. TRANSPLANT BENEFIT</b>	Paid at 80%	Not Covered
<b>XII. OTHER BENEFITS</b>		
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 &amp; 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

2

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



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Rick Grimstead, Sheriff

For the Skagit County Deputy Sheriff's Guild

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Rick Duhaime, President

**MEMORANDUM OF UNDERSTANDING**

By and Between  
Skagit County  
And  
The Skagit County Corrections Deputy Sheriff's Guild

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

**Background**

- A. The County and Guild are parties to a collective bargaining agreement ("CBA"). Whereas, the current collective bargaining agreement (CBA) for the parties runs from 1/1/17 to 12/31/19 has already been established.
- B. The County and Guild have determined that it is in the mutual interest of the County and Guild to establish Corporal assignments for Corrections Deputies and to develop a policy that will set in place a procedure for the appointment of and payment of Corrections Deputies assigned as Corporals.

The purpose of this MOU is to document policy and procedure for the placement of Corrections Deputies to the assignment of Corporal.

**Agreement**

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

- 1. A Corrections Deputy assigned as 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 Corrections Deputy assigned as a Corporal will be selected by the Sheriff or designee. The selection will take place from a testing procedure implemented by the Skagit County Sheriff's Office. 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. Corrections Deputies assigned as Corporals shall be paid \$1.00 per hour above their current rate of pay. If a team Sergeant is not on duty then the Corporal will be the acting team Sergeant. When assigned as the acting team Sergeant, Corporals will be paid on the Sergeant Base pay range at the step which results in at least a one (\$1.00) increase over their current rate of pay. The Corporal will be compensated as described above for each hour spent as the acting team Sergeant.

4. If there is not a sergeant or Corporal on duty, the team Sergeant will select a lead officer from the highest three (3) ranking Corrections Deputies on the current Corporal's list, on shift. The lead officer will receive out of class pay per Article 6.5 of the current CBA. In the event the highest three (3) ranking Corrections Deputies from the current Corporal's are not on shift, the team Sergeant will designate a lead officer from those Corrections Deputies on shift.

5. Under article 18.7 (Specialty Pay Premium) in the current CBA, the "Security Threat Group/Transport Deputy" and the "Medical Liaison" will be removed. By way of this MOU, the specialty assignment of "Corporal" will be added and a total of five (5) deputies may be assigned as "Corporal".

6. 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.

7. This MOU shall be effective immediately, and shall become a part of the CBA.

DATED this 29 day of January, 2018.

**BOARD OF COUNTY COMMISSIONERS  
SKAGIT COUNTY, WASHINGTON**

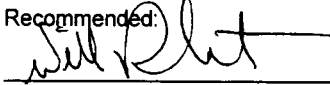
  
Kenneth A. Dahlstedt, Chair

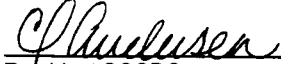
  
Lisa Janicki, Commissioner

  
Ron Wesen, Commissioner

Attest:

  
Clerk of the Board

Recommended:  
  
Department Head

  
President SCCDG