

AGREEMENT

between

SKAMANIA COUNTY, WASHINGTON

and

SKAMANIA COUNTY LAW ENFORCEMENT GUILD

Effective January 1, 2025 through December 31, 2028

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PREAMBLE

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

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

ARTICLE 1 – RECOGNITION

The County recognizes the Guild as the exclusive bargaining agent for two (2) separate bargaining units. The first bargaining unit shall consist of “uniformed personnel” as defined in RCW 41.56 et seq. and shall include all regular full-time and regular part-time Deputy Sheriffs, Patrol Corporals, and Patrol Sergeants. The second bargaining unit shall include all regular full-time and regular part-time Corrections Officers, Court Security, Telecommunicators, Community Service Officers, Civil Deputies, Animal Control Officer, and Corrections Corporals and Sergeants employed by Skamania County. Excluded from both bargaining units shall be the Sheriff, Under-Sheriff, Chief Criminal Deputy, Chief Civil Deputy, Chief Patrol Deputy, Jail Superintendent, administrative positions appointed under RCW Title 41.14.070(2), temporary employees who have had a total County employment of 120 or fewer days per calendar year, and all other employees.

There shall be no more than two (2) Patrol Corporal positions at any given time, and no more than two (2) Corrections Corporals at any given time. Corporal positions may not replace or displace Patrol Sergeants or Corrections Sergeants. The total number of Corporal positions at any given time shall not exceed four.

ARTICLE 2 – GUILD SECURITY AND CHECK-OFF OF DUES

2.1 All new employees are eligible to become members in good standing in the Guild.

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

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

ARTICLE 3 - WORK SCHEDULE

3.1 The normal workday shall consist of not less than eight (8) but not more than twelve (12) consecutive hours within a twenty-four (24)-hour period. The normal work year shall approximate 2080 hours per year for employees not on a 7K schedule.

3.2 7(k) Cycles.

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

- (1) 27-day cycle with a 9-day rotation
- (2) 28-day cycle with a 7-day rotation
- (3) 14-day cycle with a 14-day rotation
- (4) 24-day work cycle with 8-day rotation. (This rotation will include 11.5 hour shifts, with a 4 days on, 4 days off rotation. Shifts that begin between 5:00AM and 12:00PM shall be considered day shifts and all other shifts shall be considered swing or night shifts.)

Straight time hours shall be scheduled with consecutive workdays followed by consecutive days off.

The Sheriff will notify each 7(k) cycle employee in writing of their assigned cycle, to include days on and days off and work hours. When the Sheriff decides to change shifts under 3.2 above, the Sheriff shall notify the Guild and members of the change in schedule 30 days prior to shift/vacation bid of the calendar year, and in no event will the change in shifts occur/implement prior to shift bidding/vacation bidding in a calendar year.

3.3 Shift Bidding. The parties agree that work shifts will be bid yearly on a Seniority basis. The work shift times will be announced in November of the preceding year. Shift bidding will be by seniority in three (3) month increments based on seniority. The employee with the highest seniority will select first during each three (3) month bid before passing the bidding to the next person in seniority.

3.4 The work cycles and/or rotations set forth in Article 3.2(A) may be changed in accordance with Section 3.9 below.

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

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

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

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

3.9 All shift changes shall be preceded by two (2) weeks (14 days) written notice of the shift change, and all work rotation cycles shall be preceded by thirty (30) days' notice, except where the Sheriff determines that an emergency exists (act of God or condition beyond the control of the Sheriff) in which case, written notice requirements may be waived. A temporary shift change initiated by an employee under 3.7 is not a shift change. Also, minor temporary changes in shift start time of less than 2 hours shall not be considered a shift change if the employee agrees to the change. All 7(k) cycle changes shall be preceded by thirty (30) days' notice. Notice requirements may also be waived if mutually agreed upon by the Sheriff and employee(s).

3.10 Shift changes for which the appropriate two (2)-week written notice has not been given shall be paid at the rate of one and one-half (1-1/2) times the regular rate of pay for all hours worked in the new shift and the regular rate of pay for any time that overlaps the prior shift.

3.11 Shift Incentive. The County shall pay an additional four (4%) percent of base salary per pay period to patrol and corrections officers and telecommunicators working an evening or night shift when the shift begins at or after 12:00pm. (Bargaining note: If an employee is asked to come in early, and their normal shift begins at or after 12:00PM, the employee shall still receive shift differential for the shift hours at and after 12:00pm.) (Bargaining Note: Changes to Shift Incentive are effective February 1, 2025.)

3.11.1 Only Officers working shifts beginning at or after 12:00 p.m. shall be eligible for the incentive.

3.11.2 Shift Incentive pay shall also apply to any patrol and corrections deputies and telecommunicators who, as part of their regular duties are required to flex their shifts to meet agency needs.

3.11.3 Shift differential pay shall apply to all ranks up to and including Sergeant.

3.12 Definitions.

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

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

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

3.13 The K-9 MOA of November 28, 2006, will be continued and added to this Agreement as an Addendum.

3.14 Minimum Staffing.

The jail shall be staffed at all times with a minimum of two (2) employees, in addition to any Department Administration personnel. (Bargaining note: The preference is to always staff the jail with three Corrections Officers, or Telecommunicators or a combination of the two.)

The preferred minimum staffing level for all transports shall be two (2) employees.

3.15 Inclement Weather or County Closure.

In the event the County closes County operations and/or offices due to weather or other disaster related events, employees who are required to report to work, or remain at work during the closure shall receive an additional two (2) hours at the overtime rate in addition to the actual hours worked.

3.16 Mandatory Overtime.

If the County implements a 7(k) schedule consistent with 3.2(4) above, patrol or corrections deputies may be required to participate in training opportunities sufficient to maintain their certifications or otherwise as necessary to ensure that the deputy is adequately trained to perform their duties. The County will provide a minimum of three 8 – 10 hour in-service training opportunities that fall outside of the deputies normal work schedule and the deputies will be expected to attend all trainings necessary to maintain the deputies certification. The deputies will be paid overtime for any training they attend that does not occur on their normal shift. Deputies that attend training during their regular shift shall not be paid overtime. Deputies may be required by their supervisor or the training coordinator to attend training.

ARTICLE 4 – OVERTIME

4.1 All work which has been authorized by Supervisory or Command Personnel and is performed in excess of the scheduled work day, work performed in excess of the work week or work period, as applicable to the assigned schedule, or work performed on a non-scheduled work day shall constitute overtime and shall be paid at time and one-half (1-1/2) the employee's regular rate of pay. A work day is defined as a twenty-four (24)-hour period commencing with the start of the employee's regularly scheduled work shift. Approved use of paid leaves count as hours worked for the purposes of overtime accrual.

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

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

4.4 Overtime and On-call Assignment Opportunities. The Department shall post all overtime and on-call assignments in advance, including all planned and unplanned overtime and call back opportunities. Opportunities for overtime and on-call assignments will be first offered to employees based on seniority, with the highest in seniority given the first option to take the assignment, with the only exception to seniority for overtime and call back is for proximity priority calls for service for calls in-progress and SAR calls/assignments. Death investigation calls shall only be offered to death investigation qualified deputies. The Department and Guild will develop a process for notification of overtime and on-call assignments based on the most current seniority list. In the event no employee volunteers for the overtime and/or on-call assignment, the Department may assign employees to overtime and/or on-call assignment using reverse (inverse) seniority. Employees may trade assignments consistent with policy and practice. (Posting as described above for unplanned and/or emergencies will be accomplished via the regular call-out procedure.)

SAR Calls/Assignments: All employees who are qualified and trained for SAR shall be eligible for SAR overtime opportunities based on a rotating schedule, ensuring equal opportunities for SAR overtime. All qualified and trained SAR eligible employees shall be provided a minimum of three on-duty or call-out opportunities to enable them to respond independently in the future. If the Department has qualified and trained employees who have not yet performed, the Department shall add these employees to the next available SAR call out to achieve their readiness in the future.

Employees will receive \$4.00 per hour of assignment for on-call. The assignment incentive is only paid when not working overtime hours. On-call assignment means the employee is readily available to respond to work at the Department within 60 minutes. Readily available includes that the employee has not consumed intoxicants. Hours on-call are not considered compensable hours.

When assigned to on-call, employees will provide their best contact information and update dispatch if changed during the assignment.

4.5 Call-back time on an employee's regular scheduled work day shall be compensated at a minimum of two (2) hours overtime pay regardless of the actual amount of time spent. If the employee is required to stay longer than two (2) hours, the employee shall be paid additional overtime for actual time spent in excess of two (2) hours. If an employee is on vacation, the employee will be compensated for a minimum of four (4) hours pay at the overtime rate.

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

4.7 Employees responding to a work initiated phone call for more than 5 minutes when off duty will be compensated in a minimum increment of 15 minutes overtime. Calls of 5 minutes or less are considered insubstantial. This provision does not apply to requests for call-back or overtime initiated by management.

4.8 Travel to and from mandatory training outside of Skamania County shall be compensated at each employee's appropriate rate of pay. Employees who attend an Academy or other overnight training opportunity where the County is paying for the employee to stay at or near the training facility are not eligible for mileage or other travel related pay (besides lodging and per diem, if appropriate) if they choose to travel home or otherwise away from the travel facility for personal reasons.

4.9 Court Appearances. The Prosecutor's office will make best efforts to provide notice of court appearances with at least 10 days' prior to the date of the hearing.

ARTICLE 5 – HOLIDAYS

The County recognizes that the employees of the Sheriff's Office do not receive every holiday off inasmuch as the facilities and services of the Sheriff's Office cannot be curtailed during these periods. Therefore, all employees of the Sheriff's Office whose normal work year schedule precludes the observance of holidays, shall receive a total of seventeen (17) additional days' pay annually as their total compensation for all holidays during the calendar year. A day is considered eight (8) hours. If the Sheriff elects to utilize a 7(k) schedule consistent with Section 3.2(4) of this agreement, each such employee shall receive a total of eighteen (18) days' pay annually as their total compensation for all holidays during the calendar year.

Each employee will receive eight (8) hours of personal holiday leave into an individual employee personal holiday leave bank to be used in an eight-hour increment during the calendar year received. Personal holiday bank hours not used during the calendar year received do not carry

over to next year and have no compensable value upon separation of employment. Personal holiday leave will be taken consistent with requests for non-bid vacation. If the Sheriff elects to utilize a 7(k) schedule consistent with Section 3.2(4) of this agreement, each employee who works such a schedule will receive eleven point five (11.5) hours rather than eight (8). This day is intended to compensate the employee for the increased number of hours worked per year under the Section 3.2(4) 7(k) option.

ARTICLE 6 – VACATIONS

6.1 Vacations shall be earned by employees as shown in Appendix B. Employees hired prior to the ratification of this Agreement, receiving more accrual than on the Appendix B, will be grandfathered with their existing and current accrual vacation rate.

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

6.3 Employees are encouraged to take vacation time when it accrues. The maximum accrual of vacation is three hundred eighty (380) hours. No vacation hours are earned past 380.

6.4 Vacation schedules must be approved, in writing, by the Sheriff or Sheriff's designee. Vacation preference shall be on the basis of seniority by division for all employees assigned to the Sheriff's Office. Written request for vacation must be submitted by an employee prior to December 1st of each year for seniority consideration. Such vacation schedules will be approved or denied, in writing, by the employer by January 31. Thereafter, vacation requests must be submitted in writing at least twenty-one (21) days prior to the time desired and will be approved or denied within fifteen (15) days of the date of request. The parties recognize and agree that regularly scheduled days off, which are consecutive with vacation days, are not subject to schedule change except in the event of an emergency as defined in Section 3.9.

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

6.6 When vacation was timely requested and was denied and such denial caused the employee to exceed three hundred eighty (380) hours of vacation, such excess hours will be paid to the employee.

6.7 Vacation may be taken in one-half (1/2)-hour increments.

6.8 An employee may be paid compensation for accumulated vacation each year subject to the following conditions:

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

- (B) After being compensated as permitted in section (A), an employee must have a minimum of eighty (80) hours remaining in the employee's annual vacation bank.
- (C) An employee must use at least forty (40) hours) vacation leave (including donated leave) during the calendar year. Eligibility for compensation will be based upon vacation leave balance and planned usage of vacation leave at the time of the employee's written request. Employees who fail to use the 40 hours in the year are not eligible for compensation in the following year, unless the employee was denied vacation leave and the denial prevented the employee from meeting the 40 hour requirement.
- (D) Only vacation leave hours actually accrued, as of the time of the employee's written request for cash out, will be counted to determine eligibility for the vacation cash out.
- (E) An employee may submit a written vacation cash request in April and/or October of each year, with payment for cashed out vacation to be included in the employee's next regular payroll.
- (F) The rate of pay for vacation leave cashed out will be the employee's base pay in effect on the date of the cash out payment.

ARTICLE 7 - SICK LEAVE

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

7.2 Employees covered by the LEOFF Retirement System prior to October 1, 1977, will apply for disability leave under the LEOFF Retirement System for absences of more than seventy-two (72) hours duration. When an employee applies for disability leave, the commencement of the disability leave shall be as of the first (1st) hour that the employee was unable to work. Any sick leave which is subsequently covered by an approved disability leave shall be restored to the affected employee.

7.3 When L & I makes a decision to allow a claim, the employee will receive their L&I payment and the County will pay the difference (gap) in gross base salary, inclusive of applicable longevity and earned holiday pay without being required to use accumulated leave to make up the difference between Worker's Compensation and the employee's net base salary. Employees need to provide a copy of the L&I payment for the purposes of calculating the gap payment. If a period

of time elapses from the application for Worker's Compensation and the receipt of payment from L & I, said employee will have their leave restored for the period.

7.3.1 At six (6) months from the date of the claim and each six (6) months thereafter, the Board of County Commissioners shall review the situation and determine if the employee shall be required to use sick leave and/or annual leave to make up the difference between the compensation from L & I and employee's regular salary from the point of review.

7.3.2 Effective February 1, 2019, each employee shall have deducted from their pay the amount set by Washington State Labor & Industries for employees withholding for medical and supplemental pension benefits within each risk classification.

7.4 An employee who leaves County employment because of retirement due to age, disability or death, shall be paid for one-hundred percent (100%) of accumulated and unused sick leave at the employee's then current regular rate of pay to a maximum of one thousand (1000) hours. In case of death, payment upon the same basis shall be made to the deceased employee's estate.

Employees who separate from County service via layoff with at least five (5) years of service will be paid fifty percent (50%) for accrued, but unused sick leave at their base rate of pay to a maximum of five hundred (500) hours.

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

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

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

- (A) Illness or injury which incapacitates the employee to the extent that they are unable to perform their work.
- (B) Enforced quarantine of the employee by appropriate authority.
- (C) Health Care Provider Treatment.
- (D) Any purpose permitted by the Family Medical Leave Act (FMLA), the Revised Code of Washington (RCW) including RCW 49.12, 49.46.210 and 49.78 and/or the Skamania County FMLA policy.
- (E) Serious illness in the immediate family not covered by Section 7.7(D) above, which necessitates attendance of the employee. Leave for such reason shall be limited to three (3) work days in any one instance, unless by mutual agreement between the County and the employee. "Immediate family" includes persons related by blood or marriage or legal adoption in the degree of consanguinity (related by blood lineage) or wife, husband, parent, grandparent, brother, sister, child, grandchild of the employee, but not aunt, uncle, cousin, niece or nephew unless living in the employee's household.

- (F) Death in the immediate family (section E above). Employees are eligible for up to 40 hours of paid bereavement leave under this section in any one (1) instance. Bereavement leave must be used within sixty (60) days of death of immediate family member. Unused Bereavement leave will be removed after sixty (60) days. This leave is separate from annual and sick leave. Additional or other days using sick or vacation days may be granted if warranted by the situation and by mutual agreement between the County and the employee. Employees may use up to four (4) hours of leave when an employee serves as a pallbearer.

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

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

ARTICLE 8 - OTHER LEAVES

8.1 Jury duty.

- (A) An employee shall continue to receive his regular salary for any period of required service as a juror or witness when subpoenaed to testify in matters related to his official duties arising from the course of employment on his normal working days.

Employees serving as a witness or under subpoena for a non-job related matter, shall be charged against the employee's vacation, compensatory time balance or may be taken as unpaid leave at the option of the employee.

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

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

8.2 Educational leave. An employee may, upon request, be granted a leave of absence without pay for educational purposes to attend an accredited institution when it is related to their employment. The period of such leave may be for up to 180 days at the request of the employee. Requests for educational leaves and educational leave renewals will be granted at the discretion of the Sheriff.

8.3 Paid Family and Medical Leave Act program. The County will contribute to the Paid Family and Medical Leave Act Program based upon the required amount to be contributed by Employers by Chapter 50A.04 RCW. The County shall deduct from the employees' wages the percent of premiums for the Paid Family and Medical Leave Program as permitted by RCW 50A.04.115(3)(b) and (c) beginning January 1, 2019. Employees will be required to participate in the paid Family and Medical Leave Act program per RCW 50A.04.

ARTICLE 9 – SENIORITY

9.1 Seniority as used in this Agreement is determined by the length of an employee's continuous service with the Sheriff's Department since the employee's last day of hire. When an employee transfers to a new department, that employee's seniority restarts as of the date of the transfer into the new department for purposes of seniority for shift bidding, vacation bidding and overtime and/or on-call assignments.

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

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

ARTICLE 10 - LAYOFF AND RECALL

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

10.2 Subject to the above provision, any employee who is to be laid off who has advanced to their present classification from a lower classification in which they held a permanent appointment shall be given a position in a lower classification in the same department. The employee's seniority in the lower classification shall be established according to the date of their permanent appointment to that classification.

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

ARTICLE 11 – TEMPORARY/120-DAY APPOINTMENT HIRES

The County may hire or appoint an employee temporarily but in no case shall the temporary or appointed employee work beyond 120-days. The County may not extend a temporary or appointed employee beyond 120-days without the written approval from the Guild.

All temporary/appointed employees serving a 120-day hire period will become fully hired and permanent employees, if retained by the County, after 120-days, subject to probation.

For purposes of probation, the probationary period shall begin on the date the employee is first hired as a temporary or appointed employee. The probationary period for a new hire/temporary/120-day appoint hire is twelve (12) months.

Temporary/120-day appointment employees who are later hired at the end of the 120-day period, shall be eligible for their six (6) month step increase, and the six months' time calculation shall include the 120-day temporary appointment period.

For purposes of seniority, seniority shall begin on the date the employee is first hired as a temporary or appointed employee.

All other terms and conditions of this Agreement will apply to temporary or appointed employees.

All temporary and appointed employees are eligible for membership in the Guild once hired after successful completion of temporary and/or appointed term and hired by the County as a permanent employee.

ARTICLE 12 - MANAGEMENT RIGHTS

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

1. Direct the work of its employees.
2. Hire, promote, demote, transfer, assign and retain employees in positions within the County.
3. Suspend or discharge employees for proper cause.
4. Maintain the efficiency of governmental operation.

5. Relieve employees from duties because of lack of work.
6. Take actions as may be necessary to carry out County services in case of emergencies.
7. Determine the methods, means and personnel by which operations are to be carried out.

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

ARTICLE 13 - GUILD REPRESENTATIVES

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

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

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

13.4 On request, the County shall furnish a listing of all active employees within the bargaining unit within 5 business days.

13.5 Guild Officers shall report time spent on paid release time, as under 14.2, through such reasonable mechanisms as the County may from time to time determine.

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

ARTICLE 14 - HEALTH & WELFARE

14.1 (A) For the term of this Agreement the Health and Welfare plans and benefit levels provided to employees and their dependents will be those that were in effect on January 1, 2017.

- (B) Each employee shall contribute ten percent (10%) of the applicable insurance premium cost based on such employee's health insurance tier level by pre-tax payroll deduction. The County shall pay the remaining ninety (90%) of such health insurance premium.
- (C) The County shall have no obligation to impact bargain changes initiated by the insurance providers to the Health and Welfare plans in effect as on execution of this Agreement, unless the cost impact to an employee and/or the employee's dependents results in an out of pocket cost to the employee and/or the employee's dependents in excess of \$250.00 per plan year. This waiver of impact bargaining by the Guild will not apply to changes to deductibles or co-pays. The County agrees that the above impacts bargaining waiver does not allow the County to unilaterally increase stop loss amounts of the current Health and Welfare plans.
- (D) Should the insurer discontinue any of the current insurance plans, the County shall notify the Guild, in writing, and as soon as practical shall make available to the Guild a summary and available plan documents of the existing plan and the insurers proposed plan(s). The County and the Guild will then bargain the impacts of the insurer's discontinuance of the plan(s).

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

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

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

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

14.6 For the term of this Agreement, the County shall pay fifty dollars (\$50.00) towards the cost of disability insurance, WACOPS, AFLAC or another disability plan selected by the employees.

(A) Since 2008, the County provides a pre-retirement and a post-retirement VEBA Trust plan and account for the benefit of all Guild-represented employees.

(B) The County shall contribute sixty dollars (\$60.00) per month to each employee's VEBA Trust Account.

ARTICLE 15 - BULLETIN BOARDS

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

ARTICLE 16 - RATES OF PAY

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

Effective and retroactive to January 1, 2025: All salaries contained in Appendix A (CD and SO) shall be increased across the board by four (4)%.

Effective and retroactive to January 1, 2025: Employees who are currently listed under CD17 (Civil Deputy) shall move to the salary schedule CD18 and retain their existing CD17 step placement on the new CD18 salary schedule.

Telecommunicators shall be listed on salary schedule SO18.

Effective and retroactive to January 1, 2025: Patrol Deputies shall increase one range (to range SO24), and Deputies shall retain their current step placement on the new range.

Effective and retroactive to January 1, 2025: Patrol Sergeants on Appendix A shall increase one range (to range SO28), and Sergeants shall retain their current step placement on the new range.

Effective and retroactive to January 1, 2025: Correction Sergeants on Appendix A shall increase one range (to range SO23), and Sergeants shall retain their current step placement on the new range.

Effective January 1, 2026: All salaries contained in Appendix A shall be increased across the board by four (4%) percent to reflect a COLA.

Effective January 1, 2027: All salaries contained in Appendix A shall be increased across the board by three (3%) percent to reflect a COLA. (In the event that the County does not receive Secure Rural Schools (SRS) funding for the triennium 2025-2027, as expected, the salary increase effective January 1, 2027 shall be two and one-half (2.5%) percent.)

Effective January 1, 2028: All salaries contained in Appendix A shall be increased across the board by three (3%) percent to reflect a COLA. (In the event that the County does not receive Secure Rural Schools (SRS) funding for the triennium 2025-2027, as expected, the salary increase effective January 1, 2028 shall be two and one-half (2.5%) percent.)

Bargaining Note: The parties believe that SRS funding for the triennium 2025-2027 will pass as expected. It is possible that SRS funding will pass for the biennium 2025-2026. The wage increases for January 1, 2027 and January 1, 2028 (years 3 and 4 of the CBA), will not trigger the lesser percent increase in wages if either SRS bills pass and are approved. In the event, the SRS funding is passed and approved after the January 1st timeframe, e.g. March 1st, the lesser percent increase in wages will not be triggered, and wages shall be effective and retroactive to the January 1st timeline.

Corrections Corporals shall be range SO20

Patrol Corporals shall be range SO25

Remaining steps and range levels are four and one half (4.5%) percent apart.

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

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

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

16.5 Longevity Pay. Longevity pay will be based upon the length of service as shown below. Each regular full time or part time employee who completes the continuous length of service with Skamania County will be eligible for longevity pay. Longevity pay will be paid for this incentive in the month following each tier indicated below and on a semi-monthly basis. Payment tiers are not cumulative. Longevity payment tiers:

Effective and retroactive to January 1, 2025, longevity pay will change to the following:

Five (5) to nine (9) years of service (starts after 60 months) employees shall receive one percent (1.0%) of their base annual salary (2080 hours), prorated per pay period.

Ten (10) to Fourteen (14) years of service (starts after 120 months) employees shall receive two percent (2.0%) of their base annual salary (2080 hours), prorated per pay period.

Fifteen (15) to Nineteen (19) years of service (starts at 180 months) employees shall receive three percent (3.0%) of their base annual salary (2080 hours), prorated per pay period.

Twenty (20) or more years of service (starts after 240 months) employees shall receive four percent (4.0%) of their base annual salary (2080 hours), prorated per pay period.

16.6 Special Assignment Pay. Employees may be eligible for special assignment pay consistent with Appendix C.

ARTICLE 17 - CLOTHING ALLOWANCE - SERVICE WEAPONS – MILEAGE

17.1 The Employer shall purchase, replace or provide compensation for clothing and boots, uniforms and other equipment as designated by the Sheriff, and shall make all necessary replacements as needed. Employees must receive preauthorization for purchasing clothing, boots or other equipment if seeking reimbursement. The County retains the discretion to determine the style of uniform provided.

In addition, each employee shall receive \$24.00 monthly allowance for repair and cleaning of their uniforms.

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

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

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

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

upon separation of employment, or the employee may pay the County for the County's share of the cost of the vest and the employee may then keep the vest.

ARTICLE 18 - BURIAL BENEFITS

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

ARTICLE 19 - STRIKES AND LOCKOUTS

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

ARTICLE 20 - GRIEVANCE PROCEDURE

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

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

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

STEP 1: The employee or the Guild shall present the grievance, in writing, within fifteen (15) working days of its alleged occurrence to the employee's immediate supervisor, who shall respond to the employee and/or Guild within fifteen (15) working days after receipt of the grievance.

A written grievance will include: the date of the alleged violation, an explanation of the grievance including the specific alleged contract violation(s), and the remedy requested.

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

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

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

STEP 4: If no satisfactory agreement is reached in STEP 2 and the Guild elects to proceed to arbitration, written notice of such intent shall be provided to the Sheriff by the Guild. Such written intent shall be presented within fifteen (15) working days following notice by the Guild that mediation was not satisfactory.

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

- (a) The Guild and the County designee will make best efforts, within ten (10) working days after notice of arbitration has been given, to select an arbitrator. If the parties are unable to agree upon an arbitrator, they shall jointly request the Public Employment Relations Commission (PERC) to provide a list of nine (9) names and the parties shall alternately strike one (1) name from the list until only one (1) name remains. A coin toss shall determine which party will strike the first name. The selection of the arbitrator shall be completed within fifteen (15) working days of receipt of the list.
- (b) The arbitrator shall have jurisdiction and authority only to interpret, apply, or determine compliance with the terms of the Agreement and shall not have jurisdiction to add to, detract from, or alter in any way the provisions of this Agreement. The decision of the arbitrator shall be final and binding.
- (c) The fees and expenses of the arbitrator and the proceedings shall be paid by the losing party. However, each party shall be completely responsible for all costs of preparing and presenting its own case, including compensating its own

representatives and witnesses. If either party desires a record of the proceedings, it shall solely bear the cost of such record.

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

20.4 If the grievance is not advanced by the Guild in accordance with the time limits set forth within the procedure, the grievance shall be considered waived. If the County does not process the grievance in accordance with the time limits set forth within the procedure, the grievance shall automatically move to the next step in the grievance procedure. The parties may mutually agree, in writing, to extend the time limits for a given Step for a specified period of time. In the event the parties dispute timeline issues for matters submitted to arbitration, the arbiter will be limited to hear the timeliness arguments first, including any closing summation by the parties. The arbiter will then rule from the bench on the timeliness issue.

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

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

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

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

ARTICLE 21 - MANUAL OF RULES & PROCEDURES

21.1 The County will provide electronic access for each employee of the bargaining unit access to the Manual of Rules & Procedures. New employees shall be provided with the above at the time of their appointment.

21.2

Off-Duty Employment.

- (A) An employee who wishes to take additional employment during off-duty hours will inform the Sheriff in writing. In doing so, the employee will fully describe the nature of the work to be performed and the hours of work.
- (B) If any off-duty employment situation held by an employee is found by the Sheriff's Office to interfere with the employee's primary work for the Sheriff's Office, the employee will be notified that the Sheriff's Office believes the off-duty employment interferes with their Sheriff's Office work, with the reason for such decision and a meeting will be held with the employee, Guild, and Sheriff's Office to discuss whether the employee's off-duty employment should continue. The primary obligation and responsibility of the employee who accepts off-duty employment must be to the Sheriff's Office. Employees directed to report for overtime work will do so regardless of their off-duty employment situations.

ARTICLE 22 - DISCIPLINE/DISCHARGE

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

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

Written Reprimand

Suspension Without Pay

Demotion

Discharge

Disciplinary action will normally be progressive in nature, but the level of discipline administered may depend upon the seriousness of the offense. An Oral Warning is not discipline. An Oral Warning, if reduced to writing, shall be labeled as an Oral Warning.

- (B) **Guild and Employee Rights.** The Guild shall have the right to process any disciplinary action as a grievance through the grievance procedure, except for oral warnings (even if reduced to writing), and except for employees serving an initial probationary period who are discharged.

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

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

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

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

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

22.3 Employee's Response. The affected employee and the Guild shall have the opportunity to respond to the allegation(s) or charge(s) orally or in writing, normally within seven (7) days of receiving the information and materials provided by the County in Section 22.2 above and may do so at the Pre-Disciplinary meeting.

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

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

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

- (A) The employee and Guild shall be informed, in writing, with a minimum of 48 hours' advanced notice that the employee is subject to interview for possible economic discipline.
- (B) The 48-hour notice will include the nature of the investigation, the specific allegations related thereto, and the policies, procedures and/or laws that form the basis for the investigation, and shall be advised that an opportunity to consult with a Guild representative will be afforded prior to the interview.
- (C) The requirements of Sections A and B of this Section 22.6 shall not apply if (1) the employee is under investigation for violations that are punishable as felonies or misdemeanors under law, or (2) notices to the employee would jeopardize the administrative investigation.
- (D) After a complainant has been interviewed regarding an action or inaction of an employee and the County deems further investigation is necessary, the employee shall be provided a copy of the complaint as soon as practical, with a copy forwarded to the Guild.
- (E) The employee shall have the right to have a Guild representative present during any interview, which may reasonably result in discipline. The opportunity to have a Guild representative present at the interview or the opportunity to consult with a Guild representative shall not unreasonably delay the interview. However, if the interview begins with the consent of the employee in the absence of a Guild representative, but during the interview the employee concludes that assistance is required by reason of increasing seriousness of the disciplinary problem, the employee shall be allowed a reasonable time in which to obtain a Guild representative.
- (F) To the extent reasonably possible, all interviews under this Section shall take place at the Sheriff's Office facilities.
- (G) The County may schedule the interview outside of the employee's regular working hours, however in that event the appropriate overtime rate and/or irregular hours' payment shall be made to the employee.
- (H) The employee shall be required to answer any question concerning a non-criminal matter, or in a criminal matter if a *Garrity* advisement is given, under investigation and shall be afforded all rights and privileges to which the employee is entitled under State or Federal laws.

- (I) The employee shall not be subject to abusive or offensive language or to coercion, nor shall interrogators make promises of award or threats of harm as inducements to answer questions.
- (J) During an interview, the employee shall be entitled to such reasonable intermission as the employee may request for personal physical necessities.
- (K) All interviews shall be limited in scope to activities, circumstances, events and conduct that pertain to the action(s) or inaction(s) of the employee that is the subject of the investigation. Nothing in this Section shall prohibit the County from questioning the employee about information that is developed during the course of the interview.
- (L) If the Sheriff's Office audio records the interview, a copy of the complete recorded interview of the employee, noting the length of all recess periods, shall be furnished to the employee upon the employee's written request. The Guild representative may record the interview and if it does, a copy of the complete recorded interview of the employee shall be furnished to the Sheriff's Office upon request.
- (M) Interviews and Internal Affairs investigations shall be concluded without unreasonable delays.
- (N) The employee and the Guild shall be advised promptly, in writing, of the results of the investigation and what future action, if any, will be taken regarding the matter investigated.

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

22.8 Personnel Files.

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

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

22.8.3 Disciplinary records of employees shall be retained and/or purged based upon the County policy and applicable law. *See RCW 40.14.070 (SB 5051 in year 2021)*

MINOR DISCIPLINARY RECORD RETENTION: (Oral and Written Reprimands)

- (A) Oral Reprimands (even if reduced to writing) will be considered stale after 12 months if no further similar related conduct has occurred during that period. Generally oral reprimands will not be placed in the personnel file, but maintained in a supervisor file for yearly evaluations. Oral reprimands reduced to writing may be used for notice of rule.

Written Reprimands will be considered stale after twenty-four (24) months if no further similarly related conduct has occurred during that period. Written reprimands may be used for notice of rule.

- (B) If like or similar misconduct occurs within stated time periods, respectively, documents may be used for progressive disciplinary action. The time periods will then commence from the latest incident.

MAJOR DISCIPLINARY RECORD RETENTION: (economic sanctions)

- (C) Any records relating to or resulting from major disciplinary actions shall be removed from the employee's personnel file after five (5) years from the time of the incident and retained in a separate file consistent with applicable law. (*See RCW 40.14.070*)
- (D) Documents, once removed, cannot be used in future disciplinary actions, unless like or similar misconduct occurs within such five (5)-year period. If like or similar misconduct occurs within such five (5)-year period, documents may be used for progressive disciplinary action. The five (5)-year time period will then commence from the latest incident. Economic sanctions may be used for notice of rule.

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

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

22.8.6 Before providing the information requested by the public related to the personnel file of an employee of the Sheriff's Office, reasonable notice will be given to the affected employee. The County will notify any Guild member before there is any media release identifying the member. This section does not apply to the release of a police report under normal criminal case procedural discovery or public records request for case records. Notice may be any of the following: email, text or similar electronic contact, phone message, letter, or actual contact.

22.9 If an employee is given a directive by a Supervisory Officer, which they believe is in conflict with any provisions of this Agreement, the employee shall comply with the directive at the time it is given and thereafter exercise their right to grieve the matter. The employee's compliance with such a directive will not prejudice the employee's right to file a grievance, and their compliance will not affect the resolution of the grievance.

ARTICLE 23 – SEPARABILITY

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

ARTICLE 24 - FULL OPPORTUNITY TO BARGAIN

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

ARTICLE 25 – TERMINATION AND RENEWAL

This Agreement shall remain in full force and effect on January 1, 2025 through December 31, 2028. Negotiations for a successor agreement will begin by September 1st of the expiring year.

SKAMANIA COUNTY, WASHINGTON

**SKAMANIA COUNTY LAW
ENFORCEMENT GUILD**

County Commissioner

President

County Commissioner

Vice President

County Commissioner

Sheriff

Date _____

ATTEST

Clerk of the Board

Date _____

Approved to Form

Prosecuting Attorney

APPENDIX A

2024 Salaries:

Range	Classification	Step 1	Step 2	Step 3	Step 4	Step 5
16 CD	Civil Deputy I CD	3,867	4,041	4,223	4,413	4,611
17 CD	Civil Deputy II CD	4,033	4,215	4,405	4,603	4,810
19 S	Corrections Officer	4,559	4,764	4,978	5,202	5,437
22 S	Corrections Sergeant	5,181	5,414	5,658	5,912	6,178
23 S	Deputy Sheriff	5,414	5,658	5,913	6,179	6,457
27 S	Deputy Sergeant	6,438	6,727	7,030	7,346	7,677

Effective January 1, 2025, Salaries:

Range	Classification	Step 1	Step 2	Step 3	Step 4	Step 5
16 CD	Civil Deputy I CD	4021	4202	4391	4589	4795
18 CD	Civil Deputy II CD	4391	4589	4795	5011	5237
18 S	Telecommunicator	4559	4765	4979	5203	5437
19 S	Corrections Officer	4765	4979	5203	5437	5682
20 S	Corrections Corporal	4979	5203	5437	5682	5938
23 S	Corrections Sergeant	5682	5938	6205	6484	6776
24 S	Deputy Sheriff	5938	6205	6484	6776	7081
25 S	Deputy Corporal	6205	6485	6776	7081	7399
28 S	Deputy Sergeant	7081	7399	7732	8080	8444

Effective January 1, 2026, Salaries:

Range	Classification	Step 1	Step 2	Step 3	Step 4	Step 5
16 CD	Civil Deputy I CD	4182	4370	4567	4772	4987
18 CD	Civil Deputy II CD	4567	4772	4987	5212	5446
18 S	Telecommunicator	4742	4955	5178	5411	5655
19 S	Corrections Officer	4955	5178	5411	5655	5909
20 S	Corrections Corporal	5178	5411	5655	5909	6175
23 S	Corrections Sergeant	5909	6175	6453	6743	7047
24 S	Deputy Sheriff	6175	6453	6743	7047	7364
25 S	Deputy Corporal	6453	6743	7047	7364	7695
28 S	Deputy Sergeant	7364	7695	8041	8403	8781

Effective January 1, 2027, Salaries shall include a 3% or 2.5% COLA increase for each step from the 2026 salaries (see Section 16.1).

Effective January 1, 2028, Salaries shall include a 3% or 2.5% COLA increase for each step from the 2027 salaries (see Section 16.1).

APPENDIX B
Vacation Accrual
Effective January 1, 2025

Continuous Work Year Completed	Vacation Hours Earned Per Month	Vacation Hours Earned Per Year
0-8 years	10.00	120 hours
9 years	10.67	128 hours
10 years	11.33	136 hours
11 years	12.00	144 hours
12 years	12.67	152 hours
13 years	13.33	160 hours
14 years	14.00	168 hours
15 years	14.67	176 hours
16 years	15.33	184 hours
17 years	16.00	192 hours
18 years	16.67	200 hours
19 years	17.33	208 hours
20 years	18.00	216 hours
21 years	18.67	224 hours
22 years	19.33	232 hours
23 years	20.00	240 hours

Employees earning a higher accrual rate than listed at time of execution of this agreement will be grandfathered at that accrual rate.

APPENDIX C

PREMIUM PAY

Premium pay is intended to encourage S.O. employees to obtain training in, and/or perform certain tasks that take extra attention or training and that build expertise within the S.O. Premium pay is intended to incent and reward deputies who volunteer for such roles and who commit themselves to responding to incidents and performing tasks consistent with the additional training or role. Each premium assignment shall last for 12-months and thereafter, the employee may be extended for additional one-year periods at the discretion of the Sheriff so long as the employee continues to meet the requirement and expectations of the assignment. The decision of assignment and the decision to extend the assignment is not subject to the grievance and arbitration procedure in the Collective Bargaining Agreement.

To receive premium pay, the employee must be selected for and meet all training, education, and other requirements of the respective assignment to qualify. Openings for the assignments listed below will be posted. The Sheriff shall determine the maximum number of employees allowed for each special assignment. An employee may be assigned a premium assignment. An employee may only apply for a premium pay assignment after being employed by the S.O. for 24 months. The 24-month rule may be waived at the sole discretion of the Sheriff if a candidate has been employed in a law enforcement capacity elsewhere (lateral hire) or was previously employed by Skamania County S.O. (re-hire) for more than two years. Additional premium pay assignment(s) shall be available after 36 months of employment with the S.O., or equivalent lateral experience if, at the sole discretion of the Sheriff, the employee has successfully performed their first premium pay assignment and can perform the duties of the other assignments successfully. If an employee has not previously held a premium assignment, but none-the-less has the requisite experience, that employee shall not be limited in eligibility for multiple premium assignments.

An employee selected to perform in a premium pay position shall earn 4% for their first position assignment. An employee selected for additional premium pay position assignments, will be compensated at 2% per assignment, up to 8%. The cap for premium pay positions assignments will be 8% annually.

Each position assignment will have its own set of expectations which shall be communicated to the employee by the Sheriff. The Sheriff will select the successful candidate for each assignment from the pool of applicants meeting the minimum qualifications. The successful candidate may be removed from their assignment for cause, therefore losing their premium pay for that position. If the Sheriff determines the employee has not met the requirements of their position assignment, the employee and the Guild will be notified in writing. The Sheriff agrees that an employee will not be removed from their premium pay assignment prior to the one-year mark arbitrarily.

Effective upon ratification, employees within the classification of Civil Deputy II, are not eligible for premium incentives listed below. All Civil Deputies will share in the work of specialized tasks such as sex offender registration and evidence tech duties, and other tasks as assigned.

The premium assignments covered by this agreement are:

1. Serve as an Instructor certified by WSCJTC in the following disciplines:

Firearms Instructor

Defensive Tactics Instructor

Patrol Tactics Instructor

EVOG Instructor

2. Serve as the Employee assigned to perform the function of:

Evidence Officer

Patrol Training Coordinator

Canine Officer

Volunteer Coordinator

Corrections/Communications Training Coordinator

Search and Rescue (SAR) Coordinator

Corrections/Communications Terminal Agency Coordinator

Registered Sex Offender Coordinator

Public Information Officer

Chaplin

Drone Operator

Drone Operator Lead

Boat Operator

Detective (Note; Premium pay for detective does not count towards the employes cap)

3. Serve on the following specialized teams:

Collision Investigation Team

Corrections Transport Team

4. Serve as a Field Training Officer (FTO). The FTO premium is a full-time pay assignment. Between January 1, 2025 through December 31, 2025, the premium pay for FTO is four (4%) percent and will not count towards the employee cap. Effective January 1, 2026, the premium pay for FTO shall be two (2%) percent, full-time, and will not count towards the employee cap.

APPENDIX D

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

1. The County and the Guild further agree that the Sheriff will be responsible for developing the content of, process and standards for each test. The Sheriff or Sheriff's designee will consult with the Guild President or President's designee regarding testing standards but the Sheriff reserves the right to determine the content of, process and methods for each test.
 2. The County and Guild agree that new hire, lateral and promotional candidates for the following positions within the Sheriff's Office will use the following procedures instead of any civil service process:
 - Deputy Sheriff
 - Corrections/Communications Officer
 - Civil Deputy
 - Telecommunicator
 - Patrol Sergeant
 - Corrections Sergeant
 - All future positions created with the Sheriff's Office, except unclassified appointed positions created under RCW 41.14.070.
- A. New Hire/Lateral Positions.
- i. Recruitment for a "new hire" position means that employees recruited and/or hired have not previously performed the core duties and job responsibilities of the type listed in the classifications being filled. Additionally, in any job recruitment and/or announcement the County will denote that the position being filled is a "new hire" position. Candidates for a "new hire" position may have "lateral hire" qualifications (as listed below) and may still choose to compete for a "new hire" position.
 - ii. Recruitment for a "lateral hire" position means that employees recruited and/or hired possess previous experience and training performing the core duties and job responsibilities of the type listed in the classification being filled and currently certified in a like job classification by a State Agency (of similarity to CJTC) which allows the candidate to participate in the State-equivalency certification process instead of the

basic academy. Additionally, in any job recruitment and/or announcement the County will denote that the position being filled is a “lateral hire” position.

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

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

- A written test
 - Physical agility examination
 - Written essay report
 - Oral interview
 - Practical based scenarios
 - Preliminary Background Examination (criminal history, driving record, fingerprints, recent-employment)
- i. The Sheriff or designee, the Chief Deputy or designee for the division into which the candidate will be hired, a Guild selected employee from the division into which the candidate will be hired will facilitate all examinations. The written test and physical agility examination are conducted by outside a third party.
 - ii. Each candidate will be placed on the final ranked order hiring list based on the total of their combined score of all test components.
 - iii. The Sheriff will be provided the top five (5) names in rank order from the hiring list, and will have a rule of five (5) in order to make a conditional offer of employment to a successful candidate.

C. Post-offer examinations

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

- Psychological examination
- Polygraph examination
- Medical examination

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

A. Promotional Positions

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

E. Qualifications for Promotion

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

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

F. Promotional Testing

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

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

G. Testing Process for Promotional Positions

- i. The Undersheriff or designee, the Chief Deputy or designee for the division into which the candidate will be hired, a Guild selected employee from the division into which the candidate will be hired will facilitate all examinations.
- ii. Each candidate will be placed on the final ranked order hiring list based on the total of their combined score of all test components.

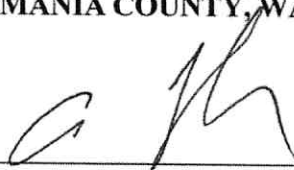
iii. The Sheriff will be provided the top three (3) names in rank order from the promotion list, and will have a rule of three (3) in order to make a promotional offer to the successful candidate.

Dated this 11th day of February, 2025.

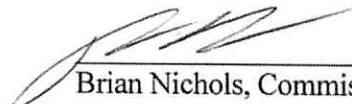
ATTEST:




**BOARD OF COMMISSIONERS
SKAMANIA COUNTY, WASHINGTON**



Asa Leckie, Chairman



Brian Nichols, Commissioner

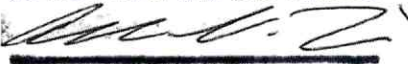


Lisa Sackos, Clerk of the Board



Rob Farris, Commissioner

Aye 3
Nay 0
Abstain 0
Absent 0

APPROVED AS TO FORM:


Skamania County Prosecutor