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**SKAMANIA COUNTY BOARD OF COMMISSIONERS**  
240 NW Vancouver Ave.  
Stevenson, WA 98648  
**Agenda for February 15, 2022**

Commissioner Meetings are open to public attendance with limited available seating to ensure physical distancing. Meeting attendees must wear a proper face covering regardless of vaccination status and maintain 6 feet of physical distance between other persons. Seating will be on a first come, first serve basis. If there is more attendance than seating, you will be asked to leave the Courthouse and phone in using ZOOM with the following numbers:

1 346 248 7799 US                      1 312 626 6799 US  
1 646 558 8656 US                      1 669 900 9128 US  
1 301 715 8592 US

Meeting ID: 889 0632 1210 – New Meeting ID as of 06/01/2021

[Join Zoom Meeting](#)

- Audio only from your computer <https://us02web.zoom.us/j/88906321210>

**WRITTEN PUBLIC COMMENTS ACCEPTED AND ENCOURAGED BY MONDAY PRECEDING THE MEETING AT NOON.** If you wish written comments to be listed on the agenda, they need to be submitted to the Clerk of the Board by noon on Thursday preceding the Tuesday/Wednesday meeting, otherwise they will be held for the following Tuesday/Wednesday. Email comments to: [slack@co.skamania.wa.us](mailto:slack@co.skamania.wa.us) When a holiday falls on Monday, the regular meeting is held on Wednesday of that week.

**Tuesday, February 15, 2022**

9:30 AM            Call to Order, Pledge of Allegiance  
                         Public Comment (3 minutes)

**Consent Agenda** Items will be considered and approved on a single motion. Any Commissioner may, by request, remove an item from the agenda prior to approval. (3 items)

1. Resolution 2022-09, Repay Current Expense Interfund Loan
2. Resolution 2022-10, Establish Current Expense Interfund Loan from CR Loan fund
3. Renewal of contract with J2 Business Systems for inclusive rental agreement for two new HP T2600 MFP combination printer/scanner machines

**Non-Consent Agenda items for consideration of approval (4 items).** Each document requires a separate motion:

1. Voucher Approval
2. Contract for 2022-2024 Collective bargaining Manager's Unit
3. Revised Community Health Director Employment Contract
4. Memorandum of Agreement with the Skamania County Law Enforcement Guild for January 2022 Inclement Weather

Meeting Updates

10:00 AM            Department Head Reports

10:30 AM            Discussion of Veteran's Advisory Board position and recommendation by the Veterans Advisory Board

11:00 AM            Workshop to discuss Probation Department

Lunch

**Agenda Continues on next page**

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Note: Agenda subject to change. Times listed are estimates only. The Commission reserves the right to move agenda items as needed and during the meeting, and may add and act on any item not included in the above agenda. Minutes are available at [www.skamaniacounty.org](http://www.skamaniacounty.org) on the Commissioners web page. If necessary, the Board may hold executive sessions on scheduled meeting days. Board of Commissioner meetings are recorded, and audio may be heard at [www.skamaniacounty.org](http://www.skamaniacounty.org)

**(Agenda Continued from Page 1)**

- 1:30 PM Workshop with Wind River Trust Group to discuss lease proposal for buildings at Wind River Business Park
- 2:30 PM Workshop to discuss Lion's Club Lease
- 3:00 PM Executive Session pursuant to RCW 42.30.110(a)(ii) Infrastructure and security of agency computer network
- Adjourn

**RESOLUTION No. 2022-09  
(Re-Pay Current Expense Loans)**

**WHEREAS**, the Board of County Commissioners has reviewed the Current Expense Fund's current indebtedness; and

**WHEREAS**, the Current Expense Fund has an outstanding loan created by Resolution 2020-36 with a balance of \$825,533.29 plus interest with an expiration date of November 17, 2023; and

**WHEREAS**, RCW 79.64.110 requires the County to first apply State Forest Board revenues to the reduction of indebtedness existing in the Current Expense Fund; and

**WHEREAS**, the Commissioners have determined there is sufficient State Forest Board revenue available to partially repay the Current Expense Fund's indebtedness created by Resolution 2020-36; and

**NOW, THEREFORE, BE IT RESOLVED** that the County Treasurer is hereby directed to pay on the 15<sup>th</sup> day of February 2022, **\$43,611.02** as follows:

Resolution 2020-36	
1027.000 Cumulative Reserve Loan Fund	\$ 43,577.56
Interest from 12/21/21 to 2/15/22	\$ <u>33.46</u>
<b>TOTAL PAYMENT</b>	<b>\$ 43,611.02</b>

And that repayment for the remainder of the loan created by 2020-36 in the amount of \$781,955.73 plus interest of .5% is hereby due on November 17, 2023.

**PASSED IN REGULAR SESSION this 15th day of February 2022.**

**BOARD OF COMMISSIONERS  
SKAMANIA COUNTY, WASHINGTON**

\_\_\_\_\_  
**Richard Mahar, Chairman**

\_\_\_\_\_  
**T.W. Lannen, Commissioner**

\_\_\_\_\_  
**Robert Hamlin, Commissioner**

**ATTEST:**

\_\_\_\_\_  
**Debbie Slack, Clerk of the Board**

**APPROVED AS TO FORM ONLY:**

\_\_\_\_\_  
**Adam Kick, Prosecuting Attorney**

**For** \_\_\_\_\_  
**Against** \_\_\_\_\_  
**Abstain** \_\_\_\_\_  
**Absent** \_\_\_\_\_

**RESOLUTION No. 2022-10**

(Interfund Loan from Special Revenue Fund, Cumulative Reserve Loan to Current Expense Fund, Non-Departmental Revenue)

**BE IT HEREBY RESOLVED** by the Board of County Commissioners of Skamania County, Washington, that the County Treasurer is directed to loan a total of \$43,611.02 from the SPECIAL REVENUE FUND, Cumulative Reserves Loan Fund (1027.000) and transfer \$43,611.02 to the CURRENT EXPENSE, NON-DEPARTMENTAL REVENUES FUND, (0010.380); that this transaction shall be considered an interfund loan to the CURRENT EXPENSE FUND and is to be repaid from the first available funds, together with interest at .5%, not later than three (3) years from the date hereof.

**PASSED IN REGULAR SESSION this 15<sup>h</sup> day of February 2022.**

**BOARD OF COMMISSIONERS  
SKAMANIA COUNTY, WASHINGTON**

\_\_\_\_\_  
**Richard Mahar, Chairman**

\_\_\_\_\_  
**T.W. Lannen, Commissioner**

\_\_\_\_\_  
**Robert Hamlin, Commissioner**

**ATTEST:**

\_\_\_\_\_  
**Debbie Slack, Clerk of the Board**

For \_\_\_\_\_  
Against \_\_\_\_\_  
Abstain \_\_\_\_\_  
Absent \_\_\_\_\_

**APPROVED AS TO FORM ONLY:**

\_\_\_\_\_  
**Adam Kick, Prosecuting Attorney**



COMMISSIONER'S AGENDA ITEM COMMENTARY

<b><u>SUBMITTED BY</u></b>	Public Works	
<b><u>AGENDA DATE</u></b>	Department	Signature
<b><u>SUBJECT</u></b>	2/15/22	
<b><u>ACTION REQUESTED</u></b>	Contract Renewal	
	Approve and sign Contract	

**SUMMARY/BACKGROUND**

This 3-year service contract covers an inclusive rental agreement for two new HP T2600 MFP combination printer/scanner machines.

**FISCAL IMPACT**

The cost incurred by Skamania County will be \$3000.00 plus tax per year for 3 years. An additional cost \$0.11 per sqft for B/W CAD, \$0.12 per sqft for color CAD, \$0.27 per sqft for low-density images, \$0.52 per sqft high-density images and \$0.62 per sqft premium quality images.

**RECOMMENDATION**

Approve

**LIST ATTACHMENTS**

Contract





Terms:

- This agreement shall commence on the effective date on the face hereof and shall remain in effect as otherwise provided for a period of 3 year.
- The customer can request maintenance service online at <https://einfo.j2b.com> or <https://www.j2bsys.com/repair> and a technician will contact customer as soon as possible. Maintenance service calls will take place Monday – Friday except Holidays, from 8:00AM to 5:00PM. Maintenance service provided under this agreement does not assure uninterrupted operation of the equipment.
- When rental agreement has come to term, renter will have the option to purchase this plotter outright and or continue this rental agreement month to month.
- If a customer requests unscheduled maintenance to be performed at a time which is outside the normal J2 business hours, the service rate will be \$200.00 an hour.
- Supply's provided commensurate to actual usage. On site stocking levels of supply's are at J2's discretion.
- **HP Partner link remote meter reading functionality required and supplied free of charge.** Any firewall changes required to allow this service to work is the responsibility of the customers IT support. Security white paper available upon request.
- If a surge protector is provided with the equipment, replacement of failed surge protector will be covered.
- If machine is to be moved from one location to another, customer must notify j2 so a technician can be dispatched to properly prepare the machine for move at no additional cost. After the machine is moved to its new location, a technician will be dispatched to reinstall the machine at no additional charge. Customer is responsible for any cost incurred physically moving equipment.
- J2 shall not be held liable for loss or damage of any kind to data or equipment as a result of installation of manufacturer supplied software.
- On supply inclusive contracts, meter / contract credits will not be given if the customer mistakenly orders supplies from another vendor. Regardless of what was charged to customer from other vendor.
- Manufacturer defined mandatory Customer Self Repair parts or supplies. These parts or supplies require customer replacement. They typically have tool-less access, consist of a single assembly part, require minimal or no cabling, and have plug-and-play configuration. If you do not wish to replace the CSR part or supplies you are welcome to request J2 technician install at additional cost. The cost will include only labor and travel because the parts are covered under the warranty.

X \_\_\_\_\_

J2 Business Systems

X \_\_\_\_\_

Skamania County

Dated this \_\_\_\_ day of \_\_\_\_\_ 2022.

**ATTEST:**

**BOARD OF COMMISSIONERS  
SKAMANIA COUNTY, WASHINGTON**

\_\_\_\_\_  
Richard Mahar, Chairman

\_\_\_\_\_  
T.W. Lannen, Commissioner

\_\_\_\_\_  
Debbie Slack, Clerk of the Board


\_\_\_\_\_  
Robert Hamlin, Commissioner

**Approved as to form only:**

\_\_\_\_\_  
Adam Kick,  
Skamania County Prosecuting Attorney

Aye \_\_\_\_\_  
Nay \_\_\_\_\_  
Abstain \_\_\_\_\_  
Absent \_\_\_\_\_

COMMISSIONER'S AGENDA ITEM COMMENTARY

<b><u>SUBMITTED BY</u></b>	<b><u>Human Resources</u></b>	
<b><u>AGENDA DATE</u></b>	Department 2/15/2022	Signature
<b><u>SUBJECT</u></b>	2022-2024 Manager's Union Contract	
<b><u>ACTION REQUESTED</u></b>	Adopt the 2022-2024 Manager's Union Contract	

**SUMMARY/BACKGROUND**

Manager's Bargaining Unit Representatives and the County Representatives have been in negotiations since October of 2021.

**FISCAL IMPACT**

2022 3% Wage Adjustment \$34,000 approximate  
One Time Bonus \$21,000 approximate  
\$50.00 increase to boot allowance to \$300.00 per applicable Manager  
2023 3% Wage Adjustment  
One Time Bonus \$1,500 approximately \$21,000  
2024 3% Wage Adjustment

**RECOMMENDATION**

Approve the Manager's Bargaining Unit 2022-2024 contract.

**LIST ATTACHMENTS**

2 Original Manager's Unit Contract documents. 1-Commissioners, 1 – OPEIU, 1 – HR Office

**REFERENCE**

None

Feb 1, 2022 - Approval  
Feb 15, 2022 - Adoption + Signing of final Contract

**COUNTY FACE SHEET FOR CONTRACTS/LEASES/AGREEMENTS**

1. Contract Number
2. Contract Status: (Check appropriate box)  Original  Renewal  Amendment
3. Contractor Information: Contractor: Office of Professional Employees International Union Local 11  
Contact Person: Maureen Colvin  
Title: Union Representative  
Address: 3815 Columbia Street  
Address: Vancouver, WA 98660  
Phone: 360-719-1860
4. Brief description of purpose of the contract and County's contracted duties: New 2022-2024 Collective Bargaining Contract for Managers Unit.
5. Term of Contract: From: 1/1/2022 To: 12/31/2024
6. Contract Award Process: (Check appropriate box)  
General Purchase of materials, equipment or supplies - RCW 36.32.245 & 39.04.190
- Exempt (Purchase is \$2,500 or less upon order of the Board of Commissioners)  
 Informal Bid Process (Formal Quotes between \$2,500 and \$25,000)  
 Formal Sealed Bid Process (Purchase is over \$25,000)  
 This contract was awarded under RCW 41.56 or Skamania County Code \_\_\_\_\_. Please provide a summary of the competitive process by which this contract was awarded or the exemption and why it applies. \_\_\_\_\_
- Public Works Construction & Improvements Projects – RCW 36.32.250 & 39.04.155 (Public Works, B&G, Capital Improvements Only)
- Small Works Roster (PW projects up to \$200,000)  
 Exempt (PW projects less than \$10,000 upon order of the Board of Commissioners)
7. Amount Budgeted in Current Year: \$0
8. Amount Not Budgeted in Current Year: \$0  
Total Non-County Funds Committed: \$0 Source: \_\_\_\_\_  
Total County Funds Committed: \$0  
TOTAL FUNDS COMMITTED: \$0
9. County Contact Person: Name: Debi Van Camp  
Title: Human Resource Administrator
10. Department Approval: Debi Van Camp  
Department Head or Elected Official Signature
11. Special Comments: Approve Memorandum of Understanding regarding VEBA Vote for Managers Unit.

**AGREEMENT**  
**BETWEEN**  
**SKAMANIA COUNTY, WASHINGTON**  
**AND THE**  
**OFFICE & PROFESSIONA EMPLOYEES INTERNATIONAL UNION, LOCAL 11**  
**AFL-CIO**  
**MANAGERS BARGAINING UNIT**

**FOR THE PERIOD:**

JANUARY 1, 2022

THROUGH

DECEMBER 31, 2024

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SCHEDULE "A" – SALARY SCHEDULES AND CLASSIFICATIONS.....25

THIS AGREEMENT is made and entered into by and between SKAMANIA COUNTY, WASHINGTON, hereinafter referred to as the County, and the OFFICE AND PROFESSIONAL EMPLOYEES' INTERNATIONAL UNION, LOCAL 11, AFL-CIO, hereinafter referred to as the Union, as bargaining agent for the Skamania County Manager employees.

WHEREAS, pursuant to the laws of the State of Washington resulting in collective bargaining, the employees of the above-described bargaining unit have elected to have the Union represent them with regard to matters concerning labor relations and conditions of employment with the County, and

WHEREAS, the County recognizes their right to do so,

NOW, THEREFORE, be it mutually agreed as follows;

### **ARTICLE 1 – RECOGNITION**

- 1.1 The County recognizes the Union as the sole and exclusive bargaining agent for the bargaining unit described as: All full-time and regular part-time (positions budgeted sixty percent [60%] FTE or greater) Manager employees in the Community Events and Recreation, Community Health, Adult Probation Office, Senior Services, Noxious Weed Department and Public Works including Buildings & Grounds, County Road, ER&R, Solid Waste and Engineering, excluding all confidential employees, department heads and all other employees.
- 1.2 Temporary/Seasonal employees working less than six (6) months or one thousand forty (1040) hours per year, whichever is longer, are precluded from the Union. In the event of layoff or attrition, the County will not use a temporary employee to fulfill the duties of the position for more than six (6) months.

### **ARTICLE 2 – UNION SECURITY**

- 2.1 The parties agree that the terms of this Agreement apply equally to all covered employees within the bargaining unit. Subject to RCW 41.56.122 employees may become a member of the Union or a Non-Union employee. Any bargaining unit employee who becomes a member of the Union may authorize the Employer to deduct from his/her pay the amount of Union membership dues charged by the Union for the representation and services provided by the Union. This authorization must be in writing and forwarded to the Skamania County Auditor and Human Resources Department.

All other bargaining unit member shall fall under Article 3.2 to this Agreement.



2.2 The Employer agrees that the Union Representative shall be allowed to meet with all employees hired into positions recognized under this Agreement within thirty-one (31) days from the date of hire for the purposes of presenting information about the Union and their exclusive bargaining representation.

2.2.1 Reasonable access shall be as follows:

- a) Access shall be for up to thirty (30) minutes.
- b) Access occurs during the employee's regular work hours at the employees' regular worksite or at a location agreed to between the Employer and the Union.
- c) Employees shall receive their regular wage for time spent during this meeting with the Union.

2.3 The Employer will deduct dues from the wages of those employees who sign an authorization form and forward them to the Union each month.

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

### **ARTICLE 3 – CHECK-OFF OF DUES**

3.1 The Union, upon completion of the new employee orientation, shall provide all dues authorization forms or opt out forms for employees who do not want to be a Union member to Skamania County Auditor and Human Resources.

3.2 No deductions shall be made for any employee who fails to sign an authorization form to become a member of the Union.

3.3 All deductions made shall be forwarded to the Union office on a monthly basis. The County will make payment postmarked by the 10<sup>th</sup> of each month. Payment will include detailed accounting including contributions for each employee.

## **ARTICLE 4 - HOURS OF WORK**

- 4.1 Normally, eight (8) consecutive hours, excluding the lunch period, shall constitute one (1) full day's work; and forty (40) hours shall constitute one (1) full week's work.

The work week is 12:00 AM Sunday to 11:59 PM Saturday and may be scheduled as follows:

- a) A five (5) day work week Monday through Friday,
  - b) A four (4) day work week using a 4/10 schedule, or
  - c) A mutually agreed schedule between the Union and County that covers forty (40) hours for the workweek.
- 4.2 It is the expectation that Managers will be present during the working hours of the employees the Manager supervises. The Department Head must approve scheduling exceptions exceeding two (2) weeks. The Department Head shall notify the Board of Commissioners of the scheduling exception.
- 4.3 If a Manager is designated as an exempt employee from the overtime provisions of the Fair Labor Standards Act, the exempt employee shall follow the provisions of Chapter 12.16- Exempt Employees of the Skamania County Personnel Policy.
- 4.4 Employees on a 5/8 schedule receive two (2) paid fifteen (15) minute breaks and one (1) unpaid thirty (30) minute lunch per working day. Employees on a 4x10 schedule shall receive two (2) paid fifteen (15) minute breaks and one (1) paid thirty (30) minute lunch per working day. Employees receiving a "paid" lunch period are required to remain on the County premises or at the prescribed worksite, at the discretion of the Supervisor, and readily available. The Employer agrees to make every effort to provide employees with an uninterrupted meal period and comply in accordance with applicable laws.

## ARTICLE 5 – RATES OF PAY

### 5.1 Wages:

5.1.1 Effective and retroactive to January 1, 2022 all bargaining unit employees shall receive a three percent (3%) increase to their current wage scale and as set forth in Schedule “A” to this Agreement.

Effective the first pay period in February 2022, each employee employed by the County during the respective pay period will receive a one-time payment of fifteen hundred dollars (\$1,500.00).

Effective January 1, 2023 all bargaining unit employees shall receive a three percent (3%) increase to their current wage scale and as set forth in Schedule “A” to this Agreement.

Effective the first pay period in February 2023, each employee employed by the County during the respective pay period will receive a one-time payment of fifteen hundred dollars (\$1,500.00).

Effective January 1, 2024 all bargaining unit employees shall receive a three percent (3%) increase to their current wage scale and as set forth in Schedule “A” to this Agreement.

Subject to receipt of additional funds available for this purpose and if received after March 2023 as paid by the American Rescue Plan Act of 2021, effective the first pay period in February 2024, each employee employed by the County during the respective pay period will receive a one-time payment of fifteen hundred dollars (\$1,500.00). *(County is subject to lawful use of potential prospective Federal funds and cannot guarantee that prospective funds can be used for this purpose)*

The wage scale for non-exempt FLSA employees represents annualized semi-monthly salaries based on two thousand eighty (2080) hours per year and shall reflect a four and a half percent (4.5%) difference between the Steps within the Ranges. FLSA exempt employees are paid on a salary basis.

5.2 Progression within the applicable pay range will be as follows: Each newly hired employee (other than those hired for temporary periods) will advance one step from their starting salary on the first (1<sup>st</sup>) of the month nearest six (6) months after his/her appointment. Advancement is based on satisfactory yearly performance. The date of this advancement will become their annual step increase date for subsequent one (1) step advancements. An employee's step increase may be delayed up to ninety (90) calendar days at the specific request of the Department Head, based on below average evaluation marks.

- a) If an employee has had their step increase denied or delayed because of a below average departmental evaluation, the Department Head shall reply to the employee as to the specific reason that said step increase is delayed, with a copy for the Union and the employee. The employee is expected to meet expectations within the ninety (90) day period. If employee does not meet expectations during this period, the step may be further denied.
- b) After a ninety (90) day delay, if the County intends to deny the step increase due to continued performance issues, the employee will be given an opportunity to be heard prior to the denial. Subsequently, if the step is further denied, the employee may grieve the matter as a discipline.

5.3 The rate of pay for any classification not covered which may be established during the life of this Agreement, excluding elective and administrative positions, shall be subject to consultation between the County and the Union. The County is not precluded from hiring a new position into the bargaining unit during the period of consultation with the Union.

5.4 **Longevity Incentive:**

5.4.1 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.

- a) Seven (7) to fourteen (14) years of service (starts after eighty-four [84] months) employees shall receive thirteen dollars and fifty-four cents (\$13.54) per pay period with a maximum of three hundred and twenty-five dollars (\$325.00) a year.

- b) Fifteen (15) to nineteen (19) years of service (starts after one hundred and eighty [180] months) employees shall receive twenty-seven dollars and eight cents (\$27.08) per pay period with a maximum of six hundred and fifty dollars (\$650.00) a year.
  - c) Twenty (20) to twenty-four (24) years of service (starts after two hundred and forty [240] months) employees shall receive fifty-four dollars and sixteen cents (\$54.16) per pay period with a maximum of thirteen hundred dollars (\$1300.00) a year.
  - d) Twenty-five (25) or more years of service (starts after three hundred [300] months) employees shall receive one hundred eight dollars and thirty-three cents (\$108.33) per pay period with a maximum of twenty-six hundred dollars (\$2600.00) a year.
- 5.5 Should a member of the Managers Unit be assigned to perform the significant duties of the Department Head for a period of thirty (30) days or more, the employee will receive an increase in pay during the assignment of at least two (2) ranges above the employee's existing range. (For example: An employee at Range 10, Step 3 would receive pay at Range 12, Step 3.
- 5.6 Effective January 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.

**ARTICLE 6 – OVERTIME**

- 6.1 No Section of this Article, OVERTIME, shall apply to members of the Managers Unit who are defined as FSLA Exempt Employees by the County except as allowed in Section 12.5.2 of the Skamania County Personnel Policy. The remainder of this Article 6 – OVERTIME shall apply only to employees defined as FSLA Non-exempt employees by the County.
- 6.2 Compensation for overtime is at the rate of one and one-half (1½) times the employee's regular basic hourly rate of pay, inclusive of any special or premium pay. Overtime shall be paid to employees with the bargaining unit for assigned work performed in the excess of forty (40) hours in a workweek. Paid leaves do count as hours worked for the purposes of overtime calculations.

Overtime shall be computed to the nearest one quarter (¼) hour.

- 6.3 Bargaining unit employees may elect to accrue compensatory leave time in lieu of overtime to a maximum accrual of eighty (80) hours. Compensatory time is earned at the rate of one and one-half (1½) hours for every hour of overtime worked. Compensatory time is to be scheduled the same as vacation.

In the first (1<sup>st</sup>) paycheck of May of each year, accumulations of compensatory time over forty (40) hours of accrual are paid.

Employees may elect to receive compensation for accrued compensatory hours in the first payroll period of November each year. Employees must provide written notice to the Payroll Department no later than the 25<sup>th</sup> of October annually and designate the number of hours to be compensated for on the County payroll form.

- 6.4 For the purposes of calculating overtime, the work week is 12:00AM Sunday to 11:59PM Saturday.
- 6.5 For FLSA non-exempt employees, the County agrees to pay a minimum of two (2) hours of overtime at the time and one-half (1½) rate to employees called back to the work site for any assignment. If an employee works more than two (2) hours, the employee shall be compensated overtime for actual time worked. Members of this unit who receive or must make a telephone call or other communications related to official County business while outside of the members assigned work week shall receive a minimum of fifteen (15) minutes overtime compensation for the time spent resolving the issue. If the member works for more than fifteen (15) minutes as a result of resolving the issue, they shall be compensated overtime for the actual time worked.

## **ARTICLE 7 – MANAGEMENT RIGHTS**

- 7.1 Except as otherwise expressly and specifically limited by the terms of this agreement, the County retains all its customary, usual and exclusive rights, decision making prerogatives, functions, and authority connected with, or in any way incidental to, its responsibility to manage the affairs of the departments in which the employees in the bargaining unit are employed. The rights of the employees in the bargaining unit, and the Union hereunder, are limited to those specifically set forth in the Agreement, and the County retains all prerogatives, functions, and rights not specifically limited by the terms of this Agreement. Without limitation, but by way of illustration, the exclusive prerogatives, functions, and rights of the County shall include the following:
- a) To direct and supervise all operations, functions, and policies of the department in which the employees in the bargaining unit are employed.

- b) To close or liquidate an office, branch, operation or facility or combination of facilities, or to relocate, reorganize, or combine the work of divisions, offices, branches, operations or facilities for budgetary or other reasons. Should any of these events occur, the County will meet with the Union to discuss the impact on employees.
- c) To determine the need for a reduction, or an increase, in the work force, and the implementation of any decision with regard thereto. Should any of these events occur, the County will meet with the Union to discuss the impact on employees.
- d) To establish, revise, and implement standards for hiring, classification, promotion, quality of work, safety, materials, equipment, uniforms, appearance, and methods and procedures. It is jointly recognized that the County must retain authority to fulfill and implement its responsibilities, and may do so by oral or written work rule, existing or future. It is agreed, however, that no work rule will be promulgated or implemented which violates a specific provision of this Agreement.
- e) To assign and distribute work.
- f) To assign shifts, workdays, hours of work, and work locations.
- g) To determine the need for and qualifications of new employees, transfers, and promotions.
- h) To discipline, suspend, or discharge an employee in accordance with the provisions of Article 11 to this Agreement.
- i) To determine the need for additional educational course or training programs, on-the-job training, and cross-training, and to assign employees to such duties for periods to be determined by the County.

## **ARTICLE 8 – UNION REPRESENTATIVES**

- 8.1 Two (2) members of the bargaining unit may be selected to serve as Union Stewards, and certified, in writing, to the County. The County agrees to allow on duty paid time during an employee's regular work period for such certified Union Stewards to attend negotiation or grievance meetings, not to exceed an aggregate of thirty-two (32) hours in a calendar year for the two stewards as a group.
- 8.2 An authorized representative of the Union, including Stewards, shall have the right to investigate grievances or job conditions, at reasonable hours, upon first obtaining permission from the Employer to do so, provided that:

- a) The aggregate time spent by Union Stewards on all Union activities shall not exceed the thirty-two (32) hours per calendar year set forth in Section 8.1 to this Article, and
- b) the investigation of grievances or conditions shall not interfere with the progress of work.

8.3 The Union shall advise the Employer, in writing, of the names of their authorized representative and Stewards. Such persons will continue as the sole representative or Stewards authorized to conduct Union activities under this Article unless and until additional notice is received from the Union changing the identity of the authorized Union Representative or Union Stewards.

### **ARTICLE 9 – HOLIDAYS/PERSONAL DAYS**

9.1 Paid holidays shall be recognized as set per their resolution for employees covered by this Agreement as listed below:

9.1.1 Holidays are: New Year's Day, Martin Luther King Day, President's Day, Memorial Day, Juneteenth, 4<sup>th</sup> of July, Labor Day, Veteran's Day, Thanksgiving Day, Day after Thanksgiving (if on a 5/8 or 4/9 schedule), Christmas Day and one (1) personal holiday.

9.1.2 Plus any day declared as a paid holiday by the County Commission. Any day declared by the President or Governor is subject to negotiation.

9.1.3 Employees covered by this Agreement shall receive holiday pay, at the straight time rate of pay, in accordance with their work schedule for the holidays listed above. Full pay for the work day may be one of the following:

- a) Eight (8) hour workday -- eight (8) holiday hours.
- b) Ten (10) hour workday -- ten (10) holiday hours;
- c) Nine (9) hour workday -- nine (9) holiday hours (or if on the day of a four (4) hour workday -- four (4) holiday hours).

9.1.4 Part-time employees shall be credited with observed holidays on a pro-rata basis based upon the ratio of full-time employment. Employees less than sixty percent (60%) budgeted FTE are not eligible for benefits. For clarification, the County will identify when the part-time position stems from a normally scheduled 5/8 or 4/10 schedule.



- a) In the event the prorated amount is less than the employee's regularly scheduled work day, the employee may use vacation time hours or, with the approval of a Supervisor, the employee may work the hours during the pay period in order to account for the difference in hours. Use of flextime cannot result in overtime obligations, regardless of Article 6 to this Agreement.

*For Example:* An employee budgeted at seventy-five percent (75%) FTE will receive seventy-five percent (75%) of the holiday benefit provided to a full-time employee.

- 9.2 When a holiday falls on a Sunday, the following Monday will be substituted. When a holiday falls on a Saturday, the holiday is the preceding work day. When a holiday falls on a Friday, the preceding Thursday will be substituted.

For the Solid Waste Supervisor, when a holiday falls on an employee's day off, another day off shall be scheduled by mutual agreement between the County and the employee. If a paid holiday as listed above falls within an employee's regularly scheduled vacation, the vacation day will not be assessed against the employee. This includes when the County closes for a half ( $\frac{1}{2}$ ) day or more for business during regularly scheduled vacation.

- 9.3 Any work performed by an employee covered by this Agreement at the request of the County on any of the holidays listed above, shall be paid at the rate of time and one-half ( $1\frac{1}{2}$ ) their applicable rate of pay in addition to the holiday pay.

- 9.4 For FLSA non-exempt employees, an employee who is on authorized sick leave when a holiday recognized in accordance with Section 9.1 of this Article is observed, shall receive pay at straight-time for the holiday, and will not have his/her sick leave accrual charged.

- 9.5 **Personal Day:** Employees shall receive one (1) personal day per year to be scheduled the same as a vacation day and used in a full day increment. The personal day will have the equivalent value of hours as provided for in Section 9.1.1 and 9.1.2 to this Article. Personal days will be credited on the first (1<sup>st</sup>) working day of the calendar year of each year to this Agreement if the employee is currently employed. Personal days are to be used in the calendar year or are forfeited. Personal days have no compensable value upon separation.

## **ARTICLE 10 – JURY DUTY**

- 10.1 An employee shall continue to receive his/her regular rate of pay, inclusive of special or premium pay, for any period of required service as a juror in the employees County of residence or Federal Court or when subpoenaed to testify as a witness in in matters related to his/her official duties arising from the course of employment on his/her normal working days.
- 10.2 All money received as witness fees, or pay for jury duty, shall be surrendered to the County, except for money received for such duty on the employee's regular day or days off. This shall not include any mileage reimbursement by the court.
- 10.3 If an employee is called for jury duty, or subpoenaed as a witness, on a normal workday, said employee shall report immediately for work following dismissal by the Court. Employees are expected to provide reasonable notice to their Supervisor regarding leaves for court subpoena.
- 10.4 Employees serving as a witness or under subpoena for a non-job-related matter, shall be charged against the employee's vacation, floating holiday or compensatory time balances, or may be taken as unpaid leave at the option of the employee (unpaid leave will result in proration of benefits and accrued leaves and holidays).

## **ARTICLE 11 – DISCIPLINE AND DISCHARGE**

- 11.1 After an employee has completed his or her initial probationary period, such employee may be disciplined by written reprimand, suspended without pay, or discharged for just cause. "Just Cause" is not required to discipline or demote a probationary employee. Termination of a probationary employee is not subject to the grievance process. Probationary periods for regular positions will be established upon hire for each employee.
- 11.2 Coaching, counseling, documented verbal warnings, and work improvement plans are not considered discipline and are not subject to the grievance process.
- 11.3 Employees may provide rebuttal to any matter placed in an employee's personnel file within ten (10) days of notice of action.
- 11.4 A non-exhaustive list of examples of misconduct that may constitute "just cause" for the discipline or discharge is contained in Section 9.14.2 of the Skamania County Personnel Policy Manual.

11.5 In case of a grievance contesting a termination or disciplinary action, relevant information in the employee's personnel file will be made available to an authorized Union representative upon written request. Records of disciplinary action shall be retained according to the record retention procedures in Disciplinary Action section of the Skamania County Personnel Policy Manual.

## **ARTICLE 12 - CLOTHING**

12.1 The County shall provide all necessary safety equipment as required by the W.I.S.H.A and O.S.H.A to the employee at no cost.

12.2 Members of this unit who are in need of rain gear to perform the duties of their job shall be provided with such.

12.3 Rain gear shall be replaced by the County when it is no longer serviceable. Employees must turn in their old rain gear to receive a new set.

12.4 On or about January for each year of this Agreement, the County shall provide three hundred dollars (\$300.00) for clothing/equipment per year for the following "field" Managers:

Solid Waste Manager

Road Superintendent

Facilities Maintenance Manager

Building Official

Noxious Weed Coordinator

Road Foreman (payment is subject to applicable withholdings)

## **ARTICLE 13 – HEALTH & WELFARE**

13.1 For each employee enrolled in the County insurance plans designated herein, the County will continue to provide insurance pursuant to the terms of said plans and County rules. The plans named in this Article may be changed by written agreement between Skamania County Commissioners and OPEIU Local 11; and that the Employer shall give ninety (90) days' notice to the Trust of their intent to change healthcare suppliers and in accordance with the Trust notifications.

Currently, the County receives insurance through Western States Health & Welfare Trust Fund of OPEIU. The parties acknowledge that benefits are provided by the Trust and are subject to the discretion of the Trust. Subsequently, the parties waive bargaining changes in plan design and benefits by the Trust.

**Premium Cost Shares:** For the duration of this Agreement, for full-time employees one (1) FTE, the Employer will contribute ninety percent (90%) of the monthly premium contribution and employees will pay ten percent (10%) of the premium contribution through pre-tax payroll deduction.

Part-time employees at seventy-five percent (75%) FTE or more will pay the same premium cost share as provided for full time employees in this Section.

Part-time employees less than seventy-five percent (75%) FTE will pay a pro-rated premium share based on budgeted FTE through pre-tax payroll deduction (For example, a sixty percent (60%) FTE will pay a forty percent (40%) premium cost share).

- 13.2 The County will continue to participate in pension benefits for each employee in the Washington State Public Employee Retirement System.
- 13.3 The abovementioned insurance plans, whichever is applicable, may include coordination of benefits.
- 13.4 The County agrees to notify bargaining unit employees, within a reasonable period of time, of any changes made to the Health & Welfare Plans; which includes plan design and/or carrier change/discontinuation. Be it further agreed the County and the Union shall bargain the impact of these changes to bargaining unit employees.
- 13.5 **Insurance Opt-out Provision.** Bargaining unit employees who have dual healthcare coverage shall have the voluntary option to opt out of Western States Health & Welfare Trust Funds of the OPEIU or comparable healthcare plan under the following parameters.
  - a) The employee must be able to prove that they have healthcare coverage through another entity.
  - b) The County agrees to pay a two hundred dollar (\$200.00) monthly stipend for those employees who opt out. Part-time employees will receive a pro-rated amount based on budgeted FTE.

- c) The County shall provide employees who opt out of the Western States Health & Welfare Trust Funds of the OPEIU or comparable healthcare plan open enrollment paperwork as to determine if they wish to continue the opt out request for healthcare coverage.
- d) Qualified Family Status: Enrollment changes as a result of qualified family status change will be provided in accordance with State, Federal and County policies. Enrollment changes must be received by the County with applicable documentation within thirty-one (31) calendar days and shall be effective the first (1<sup>st</sup>) of the month following the date of the qualifying event. Otherwise, coverage cannot be obtained until the next open enrollment with coverage effective January (1<sup>st</sup>) of the following year.

#### **ARTICLE 14 – GRIEVANCE PROCEDURE**

- 14.1 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 department.
- 14.2 For 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.
- 14.3 The following steps shall be observed in the grievance procedure:

STEP 1: The employee, or the steward on behalf of the employee, shall present his/her grievance within ten (10) working days of its alleged occurrence to his/her direct Supervisor or Department Head, if there is no other direct Supervisor, who shall respond to the employee within five (5) working days after receipt of the grievance.

In the event a Step 1 grievance is denied by a direct Supervisor other than a Department head, the next step is to provide the grievance to the Department Head under the same timelines and conditions herein.

STEP 2: If no satisfactory settlement is reached in STEP 1, the steward shall reduce the grievance to writing and submit the written grievance to the County Commissioners within five (5) working days after receipt of the Department Head's response. A written grievance including nature of the grievance with basic facts, time and place, and witness names (if applicable). The grievance will state the alleged contract violation and remedy sought to resolve the matter. The County Commissioners, or designee, shall respond to the grievance, in writing, to the employee and the Union within ten (10) working days after receipt of the grievance.

STEP 3: If no satisfactory settlement is reached in STEP 2, the written grievance, as stated in STEP 2, shall be submitted by the Union to the Board of County Commissioners for mediation, in accordance with the following procedures:

- a) The Union and the Chairman of the County Commissioners, or their designee shall meet within ten (10) working days after notice that no satisfactory settlement is reached in Step 2. If the grievance involves another elected official, they may be present.
- b) The Union or the steward on behalf of the employee, the Chairman of the County Commissioners or their designee, shall respond to the grievance, in writing, to the employees and the Union within ten (10) working days after the Board and the Union have met. Either party (or jointly) may request a mediator from PERC if resolution is not reached at Step 3 and prior to Step 4.

STEP 4: If no satisfactory settlement is reached in STEP 3 and requested mediation does not resolve the matter, the written grievance, as stated in STEP 3, shall be submitted to an Arbitrator in accordance with the following procedures:

- a) The Union and the Chairman of the County Commissioners, or their designee, shall contact one another within five (5) 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 to provide a list of seven (7) 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 (1<sup>st</sup>) name. The selection of the Arbitrator shall be completed within seven (7) working days of the 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 decisions of the Arbitrator shall be final and binding.
- c) The fees and expenses of the Arbitrator, and the proceedings, shall be borne equally by the parties. However, each party shall be completely responsible for all costs preparing and presenting its own case, including compensating its own attorneys, 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 six (6) months prior to the date when such grievance shall have first been presented.

14.4 It is specifically and expressly understood and agreed that taking a grievance appeal to arbitration constitutes an election of remedies, and a waiver of any and all rights by the appealing employee, the Union, and all persons it represents, to litigate or otherwise contest the appealing subject in any other court or forum unless otherwise prohibited by law. Likewise, litigation or other contest of the subject matter of the grievance in any court or other available forum shall constitute an election of remedies, and a waiver of the right to arbitrate the matter.

14.5 If the grievance is not advanced by the Union in accordance with the time limits set forth within the procedure, the grievance shall be considered waived. If the Employer does not process the grievance in accordance within 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.

14.6 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 Union stating the matter is resolved.

**ARTICLE 15 – STRIKES AND LOCKOUTS**

15.1 The County and the Union recognize that the public interest requires the efficient and uninterrupted performance of all County service, and to this end pledge their best efforts to avoid or eliminate any conduct contrary to this objective. Neither the Union 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 forgoing actions shall be subject to disciplinary action.

**ARTICLE 16 – VACATIONS (ANNUAL LEAVE)**

16.1 Vacations shall be earned as set forth in the grid below for all bargaining unit employees.

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 rate than provided at twenty-three (23) years of service at time of execution of this Agreement will continue to earn their same current rate until separation of employment.

16.2 Eligible part-time employees shall receive pro-rated vacation credits for the number of hours they work monthly, relative to normal monthly hours of full-time employment. Employees less than sixty percent (60%) FTE are not eligible for benefits (*current County policy*).



- 16.3 Vacation leave is accumulative to a maximum of three hundred eighty (380) working hours, after which time, if not taken, it shall lapse month by month. In cases where the workload makes it necessary for the employee to lose leave, the employee may request permission to accumulate up to forty (40) additional hours leave which must be taken within six (6) months. Scheduling of vacation leave shall be contingent upon approval by the department head and dependent upon the County's operational requirements; however, such requests shall not be unduly denied. If the department head, designee or elected official does not approve vacation and as a result the employee loses accrued leave for that pay period, the employee must be compensated at an hourly rate as detailed in Section 16.8 within this Article for vacation leave losses during that pay period.
- 16.4 If an employee is terminated any time after his probationary period is completed, the County shall pay for all accumulated vacation at the employee's regular rate of pay up to a maximum of three hundred eighty (380) hours.
- 16.5 For the purpose of vacation eligibility, an employee who is rehired after thirty (30) days of termination will be considered a new employee.
- 16.6 For non-exempt employees, vacation leave shall be charged in a minimum of one-half ( $\frac{1}{2}$ ) hour increments.
- 16.7 Employees who are on authorized extended leaves of absence without pay will not accumulate vacation hours.
- 16.8 Vacation hours shall be paid at the employee's straight-time rate of pay.
- 16.9 An employee may elect to be paid through payroll accumulated vacation each year subject to the following conditions:
- a) An employee may elect to be paid through payroll for no more than eighty (80) total hours of accumulated vacation leave per calendar year;
  - b) After an election payment of accumulated vacation leave, an employee must have a minimum of forty (40) hours remaining in the employee's vacation leave bank;

- c) An employee must use at least forty (40) hours vacation leave (excluding donated leave) during the calendar year. Eligibility for an election payment of accumulated vacation leave will be based upon vacation leave balance and planned usage of vacation leave at the time of the employee's written request; If employee uses less than forty (40) hours of vacation leave, the payment shall be prorated to meet the leave usage.
- 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 out request in April and/or November of each year, with payment for cashed out vacation to be included in the employee's next regular payroll;
- f) The rate of pay for vacation leave cashed out will be the employee's base pay in effect on the date of the voluntary election payment.

#### **ARTICLE 17 – BULLETIN BOARDS**

- 17.1 The County shall provide one (1) bulletin board for Union use in each work area. Material posted thereon shall be the responsibility of the Union, and shall relate only to Union meetings, elections, reports of Committees, and the Union's Executive Board. The Union shall limit its posting of notices to the Union bulletin board, and no notice shall be posted until it shall have been signed by a certified Union Representative.
- 17.2 Notices and announcements shall not contain anything political or inflammatory in nature, or anything reflecting derogatorily upon the County, or any of its employees or officers.

#### **ARTICLE 18 – SICK LEAVE**

- 18.1 Full-time employees shall accumulate sick leave at the rate of nine (9) hours for each month of continuous employment with no maximum limit. Eligible part-time employees shall accumulate sick leave on a prorated basis, based on the number of hours worked by a full-time employee.
- 18.2 For non-exempt employees, sick leave taken shall be taken in at least one-half (½) hour increments.
- 18.3 Sick leave shall not accrue during leave of absence with pay or during layoff.

18.4 Sick leave may be granted for any of the reasons allowed in Chapter 12.8.3 of the Skamania County Personnel Policy. The County and the Union agree that the use of paid sick leave is subject to certain conditions and in accordance with RCW 49.46.210 the Washington State Sick Leave Act and provision set out in the Skamania County Personnel Policy or other applicable laws.

18.5 If employees are absent due to illness or injury for which they are receiving payment from State Industrial Insurance, or a comparable insurance fund, the following is applicable:

When Washington State Labor and Industries makes a decision to allow a claim, the employee may charge their sick leave account, or other accrued paid leaves if his/her sick leave balance is exhausted, for the difference between compensation received from the Worker's Compensation Insurance and the employee's regular base monthly salary. Employees shall be able to utilize accrued sick or other accrued leave, in that order, for the first three (3) day waiting period for the Time Loss benefits.

Employees will not accrue sick or annual leave during time off work from a work-related injury covered under the Washington State Worker's Compensation Act.

If employees are absent due to illness or injury for which they are receiving payment from State Industrial Insurance, or a comparable insurance fund, the following is applicable:

If accrued sick leave and/or annual leave are exhausted, or if the employee elects not to use such leave, the employee will receive such State Industrial Insurance weekly benefits only. The employee will not be terminated from County employment for six (6) months after exhausting accrued leaves. Donated leave shall be in accordance with the Skamania County Personnel Policy.

18.6 **Serious Health Conditions, FMLA and Family Care Leave.** The County shall authorize leaves of absence to employees for qualifying circumstances, as specified in the Federal Family and Medical Leave Act (FMLA), the Washington State Family Leave Law, the Family Care Act and the Washington State Paid Family and Medical Leave, this Agreement, and other relevant statutes. If an employee is seeking leave under the WPFMLA, the employee must follow the State process.

- 18.6.1 The County will contribute to the Paid Family and Medical 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 Program per RCW 50A.04.
- 18.7 Consistent with FMLA or other applicable laws, employees will be permitted to take leave for disabilities caused by pregnancy, miscarriage, abortion or childbirth after submitting to her department head a letter from their physician stating dates of necessary leave. Employees on FMLA leave may use their accrued sick leave or vacation.
- 18.8 Full benefits and retirement contribution shall continue to be made by the County for all employees on authorized paid sick leave.
- 18.9 At retirement (as defined by the Skamania County Personnel Policy), death, or after twenty (20) years of continuous service with the County, up to one thousand (1000) hours of accrued sick leave will be paid to the employee or his designated beneficiary at the salary level being paid at the time of separation or death.
- 18.10 **Bereavement Leave:** Death in the immediate family requiring the attendance of the employee. Bereavement leave for such employee shall be limited to forty (40) hours in any one (1) instance, without special approval from the County. Part-time employees shall receive bereavement leave prorated on a full-time equivalent employee. Bereavement leave must be used within sixty (60) days of the death of the immediate family member. The immediate family for death consideration shall include any and all relatives listed in Section 12.8.3.4 of the personnel policy. This leave is separate from annual sick leave. Leave with pay of up to four (4) hours may be granted when an employee serves as a pallbearer.
- 18.11 The parties acknowledge changes in law may occur during the term of this Agreement and should a provision of this Article conflict with applicable law, the law will apply.

**ARTICLE 19 – LAYOFF AND RECALL**

- 19.1 Layoffs for Managers within a department shall be based on the ability to perform the necessary work. If more than one (1) Manager within the department can perform all the necessary duties, seniority shall prevail. Seniority is measured from the most recent date of service in a bargaining unit position. A layoff is a separation of employment.
- 19.2 Employees will be provided four (4) working weeks' notice of layoff. The County may pay the employee in lieu of continued employment during the notice period.

**ARTICLE 20 – NON-DISCRIMINATION**

- 20.1 The provisions of this Agreement shall be applied equally to all employees in the bargaining unit without discrimination consistent with County Policy and as to age, marital status, race, color, creed, religion, national origin, mental, physical or mental disability (unless a bona fide occupational qualification exists), sex, pregnancy and maternity, sexual orientation, gender identity, veteran's status, guide dog or service animal, genetic information, Union affiliation, political affiliation, or other protected status under federal or state statute. The Union shall share equally with the County the responsibility for applying the provisions of this Agreement.
- 20.2 Grievances based on this Article are limited to Step 3 of Article 14 to this Agreement.

**ARTICLE 21 – SEPARABILITY**

In the event that any provision of this Agreement is unlawful or be declared invalid by a final judgment in any court of competent jurisdiction or through final decree of a government (federal or state), 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 the existing regulations and laws.

**ARTICLE 22 – CHANGES IN WORKING CONDITIONS**

Changes in existing hours and other conditions, consistent with collective bargaining obligations set forth by PERC, shall be subject to negotiation between the parties.

**ARTICLE 23 – CONFLICT OF CONTRACT AND ORDINANCE**

Where there is a direct and specific conflict in the terms of the Agreement and a specific County policy, this Agreement shall apply to members of these bargaining units.

**ARTICLE 24 – ENTIRE AGREEMENT**

This Agreement embodies the whole Agreement of the parties. There are no promises, terms, conditions or obligations other than those contained herein, except for written supplements to this Agreement executed subsequently thereto.

**ARTICLE 25 – FULL OPPORTUNITY TO BARGAIN**

Both parties acknowledge that each party had full and complete opportunity to present proposals and negotiate on all aspects of wages, hours and working conditions, and negotiation are concluded for the term of this Agreement.

**ARTICLE 26 – DURATION OF AGREEMENT**

This Agreement shall become effective January 1, 2022, and shall remain in effect through December 31, 2024, unless extended by mutual agreement of both parties, except as expressly provided herein. Either party desiring to negotiated a successor Agreement may do so by notifying the other party not less than ninety (90) days prior to the expiration of the Agreement.

SKAMANIA COUNTY, WASHINGTON  
BOARD OF COMMISSIONERS

OFFICE & PROFESSIONAL EMPLOYEES  
INTERNATIONAL UNION, LOCAL 11

\_\_\_\_\_  
Richard Mahar, Chair

  
\_\_\_\_\_  
Maureen Goldberg, Executive Officer/Secretary-  
Treasurer

\_\_\_\_\_  
Robert Hamlin, Commissioner

\_\_\_\_\_  
Clay Moser, Steward



\_\_\_\_\_  
Tom Lannen, Commissioner

\_\_\_\_\_  
Toni Farris, Steward

Date \_\_\_\_\_

Date 2/9/22

APPROVED AS TO FORM ONLY:

\_\_\_\_\_  
Adam Kick, Prosecuting Attorney

ATTEST:

\_\_\_\_\_  
Debbie Slack, Clerk of the Board

**SCHEDULE "A"**

The wage scale represents annualized semi-monthly salaries based on two thousand eighty (2080) hours per year.

<b>2022 WAGE SCALES</b>						
<b>RANGE</b>	<b>CLASSIFICATION</b>	<b>STEP 1</b>	<b>STEP 2</b>	<b>STEP 3</b>	<b>STEP 4</b>	<b>STEP 5</b>
18	Food Services Manager	\$3,730.00	\$3,898.00	\$4,073.00	\$4,257.00	\$4,448.00
20	Noxious Weed Coordinator	\$4,068.00	\$4,251.00	\$4,442.00	\$4,642.00	\$4,851.00
21	Community Health Office Manager Public Works Office Manager Road Maintenance Foreman	\$4,250.00	\$4,441.00	\$4,641.00	\$4,850.00	\$5,068.00
23	Adult Probation Officer Manager of Cultural Events Noxious Program Administrator	\$4,639.00	\$4,848.00	\$5,066.00	\$5,294.00	\$5,532.00
24	Manager of Building and Grounds Senior Services Program Manager	\$4,846.00	\$5,064.00	\$5,292.00	\$5,531.00	\$5,779.00
25	Solid Waste Manager	\$5,062.00	\$5,289.00	\$5,527.00	\$5,776.00	\$6,036.00
26	Road Superintendent	\$5,293.00	\$5,531.00	\$5,780.00	\$6,040.00	\$6,312.00
27	Building Official Fire Marshall Data and Finance Officer	\$5,530.00	\$5,779.00	\$6,039.00	\$6,310.00	\$6,594.00
29	Behavioral Health Manager Nurse Manager	\$6,040.00	\$6,312.00	\$6,596.00	\$6,893.00	\$7,203.00
32	Deputy Director Manager	\$6,901.00	\$7,211.00	\$7,536.00	\$7,875.00	\$8,229.00

<b>2023 WAGE SCALES</b>						
<b>RANGE</b>	<b>CLASSIFICATION</b>	<b>STEP 1</b>	<b>STEP 2</b>	<b>STEP 3</b>	<b>STEP 4</b>	<b>STEP 5</b>
18	Food Services Manager	\$3,842.00	\$4,015.00	\$4,196.00	\$4,384.00	\$4,582.00
20	Noxious Weed Coordinator	\$4,190.00	\$4,378.00	\$4,575.00	\$4,781.00	\$4,996.00
21	Community Health Office Manager Public Works Office Manager Road Maintenance Foreman	\$4,378.00	\$4,575.00	\$4,780.00	\$4,996.00	\$5,220.00
23	Adult Probation Officer Manager of Cultural Events Noxious Program Administrator	\$4,779.00	\$4,994.00	\$5,218.00	\$5,453.00	\$5,698.00
24	Manager of Building and Grounds Senior Services Program Manager	\$4,992.00	\$5,216.00	\$5,451.00	\$5,696.00	\$5,953.00
25	Solid Waste Manager	\$5,213.00	\$5,448.00	\$5,693.00	\$5,949.00	\$6,217.00
26	Road Superintendent	\$5,452.00	\$5,697.00	\$5,953.00	\$6,221.00	\$6,501.00
27	Building Official Fire Marshall Data and Finance Officer	\$5,696.00	\$5,952.00	\$6,220.00	\$6,500.00	\$6,792.00
29	Behavioral Health Manager Nurse Manager	\$6,221.00	\$6,501.00	\$6,794.00	\$7,100.00	\$7,419.00
32	Deputy Director Manager	\$7,108.00	\$7,428.00	\$7,762.00	\$8,111.00	\$8,476.00



**SCHEDULE "A" - CONTINUED**

The wage scale represents annualized semi-monthly salaries based on two thousand eighty (2080) hours per year.

<b>2024 WAGE SCALES</b>						
<b>RANGE</b>	<b>CLASSIFICATION</b>	<b>STEP 1</b>	<b>STEP 2</b>	<b>STEP 3</b>	<b>STEP 4</b>	<b>STEP 5</b>
18	Food Services Manager	\$3,957.00	\$4,135.00	\$4,321.00	\$4,516.00	\$4,719.00
20	Noxious Weed Coordinator	\$4,315.00	\$4,510.00	\$4,712.00	\$4,925.00	\$5,146.00
21	Community Health Office Manager Public Works Office Manager Road Maintenance Foreman	\$4,509.00	\$4,712.00	\$4,924.00	\$5,145.00	\$5,377.00
23	Adult Probation Officer Manager of Cultural Events Noxious Program Administrator	\$4,922.00	\$5,143.00	\$5,375.00	\$5,617.00	\$5,869.00
24	Manager of Building and Grounds	\$5,142.00	\$5,373.00	\$5,615.00	\$5,867.00	\$6,131.00
25	Senior Services Program Manager Solid Waste Manager	\$5,370.00	\$5,611.00	\$5,864.00	\$6,128.00	\$6,404.00
26	Road Superintendent	\$5,615.00	\$5,868.00	\$6,132.00	\$6,408.00	\$6,696.00
27	Building Official Fire Marshall Data and Finance Officer	\$5,867.00	\$6,131.00	\$6,406.00	\$6,695.00	\$6,996.00
29	Behavioral Health Manager Nurse Manager	\$6,408.00	\$6,696.00	\$6,998.00	\$7,313.00	\$7,642.00
32	Deputy Director Manager	\$7,321.00	\$7,650.00	\$7,995.00	\$8,354.00	\$8,730.00



Office & Professional Employees International Union, Local 11, AFL-CIO  
3815 Columbia Street Vancouver, WA 98660  
Vancouver Line: 360-719-1766  
General Email: [opeiu11@opeiu11.org](mailto:opeiu11@opeiu11.org)

Phone: 503-257-6691  
Toll Free: 800-547-8902

January 27, 2022

Skamania County, Washington  
c/o Debi VanCamp, HR  
PO Box 790  
Stevenson, WA 98648

Dear Ms. VanCamp,

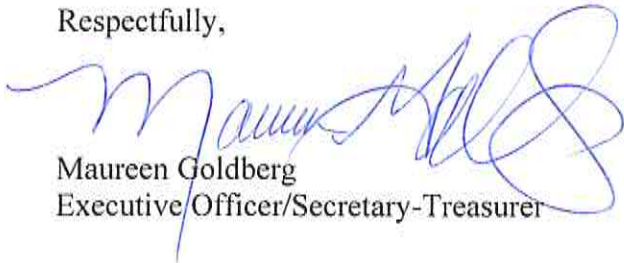
Enclosed please find two (2) originals of the Agreement between the Skamania County, Washington Managers bargaining unit and the Office & Professional Employees International Union, Local 11.

Please review and have all documents signed where indicated and retain one (1) original for your records and return one (1) fully executed original to OPEIU Local 11. An addressed envelope is included for your convenience.

You may reach out to me at the Union office with any questions or concerns.

Thank you for your assistance in this matter.

Respectfully,



Maureen Goldberg  
Executive Officer/Secretary-Treasurer

 MG/ls  
[opeiu11/afl-cio](mailto:opeiu11/afl-cio)

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**COMMISSIONER'S AGENDA ITEM COMMENTARY**

<b><u>SUBMITTED BY</u></b>	<b><u>Human Resources</u></b>	<u>Debi Van Camp</u>
	Department	Signature
<b><u>AGENDA DATE</u></b>	2/15/2022	
<b><u>SUBJECT</u></b>	Revised Community Health Director Employment Contract	
<b><u>ACTION REQUESTED</u></b>	Approve the Community Health Director Employment Contract	

**SUMMARY/BACKGROUND**

As of January 1, 2022, the Board of Commissioners has appointed Tamara Cissell as the Community Health Director. ~~This~~ contract has a few corrections made by the Prosecutor.

**FISCAL IMPACT**

2022 \$104,783 annual plus benefits

*THIS IS*

**RECOMMENDATION**

Approve the Community Health Director Employment Contract

**LIST ATTACHMENTS**

Community Health Director employment contract

**REFERENCE**

None

# **EMPLOYMENT AGREEMENT SKAMANIA COUNTY COMMUNITY HEALTH DIRECTOR**

This is an Employment Agreement made and entered into between Skamania County, hereafter "County" and Tamara Cissell, Community Health Director hereafter "Director."

**WHEREAS**, Skamania County has appointed Tamara Cissell as the Director effective January 1, 2022.

**WHEREAS**, Skamania County and Tamara Cissell have discussed and negotiated and now desire to provide for certain procedures, benefits, and requirements related to the Director's employment, and to enter into a contract setting forth such terms and conditions.

**NOW THEREFORE**, Skamania County and Tamara Cissell agree to the following:

1. Duties: Skamania County agrees to employ Tamara Cissell as the Community Health Director for Skamania County to perform all the duties specified by resolution, policy, and/or ordinance, and such other proper duties as designated by the Board of County Commissioners. The Director reports directly to the Board of Commissioners. The Community Health Department currently includes Substance Abuse, Mental Health, Developmental Disabilities, and Public Health.
2. Duration of Agreement: It is the intent of the parties that the term of the agreement shall be for an indefinite period and may be terminated by either party pursuant to Section 11 of this Agreement or by the Board of County Commissioners pursuant to Section 12 of this Agreement.
3. Compensation: As of the date of this Agreement, annual compensation shall be paid in the amount of \$104,783 equivalent to Salary Range 34pw – Step 5 of the County's Salary Plan.
  - a. Thereafter, increases in annual compensation shall be accomplished as part of the County's budget process and shall not require further amendment of this agreement.
  - b. In the event that increases are provided generally to Salary Ranges or unrepresented employees in the County's Salary Plan, or by other action of the County, compensation shall be adjusted according to the new salary afforded Range 34pw Step 5.
  - c. Unless expressly provided herein, the County shall not at any time during the term of the Director's tenure in office reduce the salary, compensation

or other financial benefits of the Director, except to the same degree of such a reduction for all unrepresented employees of Skamania County.

4. Vehicle Use. In the event that travel by personal car is required, the Director's travel will be compensated per County travel policy at the rate established by that policy or the IRS allowable mileage rate, whichever is higher.
5. Insurance Coverage and Retirement: The County shall provide the same coverage for medical, dental, worker's compensation, life insurance, and any other insurance or benefits afforded other unrepresented County administrative, professional, and/or managerial employees. Further, the County agrees to provide the Director retirement benefits through the Washington State Public Employees Retirement System.
6. Vacation / Sick Leave: The Director shall accrue Vacation and Sick Leave days at the same rate as other administrative, professional and/or managerial employees and shall be entitled to annual vacation buy back in the same amount as other unrepresented County employees. Vacation and Sick Leave shall be reported as outlined in Skamania County's Exempt Employee Policy, Section 12.15 of the Skamania County Personnel Policy.
7. Holidays / Leaves / Hours of Work: The Director shall receive the same holidays, special leave, e.g., at the same rate as other administrative, professional and/or managerial employees. The position of Community Health Director is classified as an exempt position, but the Director is generally expected to work at least the same hours of work as the business hours of the County, and any other hours as required by the duties of the position.
8. Conferences / Training and Education: The County shall encourage and support the continued professional development of the Director for the good of the County by:
  - a. Paying membership fees for any professional organizations as may be budgeted and approved by the County.
  - b. Reimbursing cost or arranging for direct payment of costs for attending national, state, and local professional association meetings and conferences as customary for Community Health Directors and other professional and managerial employees and as provided in the annual budget.
  - c. Reimbursement of other travel and miscellaneous costs necessary to represent or benefit the County, including but not limited to, continuing

education as required by Department of Health licensure and registration and as approved in the annual budget.

- d. As long as the funding sources allow tuition reimbursement/payment of Community Health Director's prior school loans then employee can submit for direct payment, and/or reimbursement of the monthly payments that have been made on or after 3/1/2021, under similar terms as established for other eligible Skamania County Community Health employees.

9. Payment of Expenses: Except as otherwise provided in this Agreement, payment of incurred job-related expenses shall be as provided in the County's Personnel and/or other policies.

10. Personnel Policies: Except as otherwise provided in this agreement, the Director shall be afforded the same rights, privileges, reimbursement and responsibilities as other employees covered under the County's personnel policies. However, the Community Health Director is an "at will" employee and nothing in this agreement shall provide any non-statutory employment protection other than those provisions pertaining to severance in Section 11, below.

11. Termination:

a. By the County:

- i. The Director is terminable at the will of the Board of County Commissioners. The County has the right to employ another person as Director. If the Director is terminated for any reason other than for cause as set forth in Section 12, it is agreed that upon termination by the County, the Director will be paid the following termination benefits, conditioned on Director and County signing a mutually agreed waiver of claims:
  1. All accrued and unused vacation and accrued and unused sick leave shall be paid in a lump sum as allowed and outlined in the Skamania County Personnel Policy; and
  2. Severance pay from the date of termination of a period of ninety (90) days thereafter. Severance pay shall include the Director's current base salary and the County will continue to provide medical, dental and vision insurance coverage for up to 90 days after termination (or until Director is covered by another employer's insurance plan if this occurs prior to 90 days). Except as otherwise indicated, all amounts to be paid pursuant to this section shall be payable monthly, unless otherwise agreed between Director and County.

b. By the Director:

- i. Should the Director desire to terminate her employment through voluntary resignation or retirement (if eligible), she shall provide the Board of County Commissioners with as much notice as possible, and in any case not less than thirty (30) days in advance. Should the Director decide to seek other employment, the Board of County Commissioners shall be notified prior to the Director participating in any job interviews as a finalist. In the case of voluntary resignation by the Director, the Director shall not be entitled to receive any severance payments under this agreement or benefits subsequent to the effective date of such resignation, but he shall receive all benefits to which she would otherwise be entitled upon voluntary resignation under the personnel policy. Provided, that if the Director gives less than thirty (30) days' notice as required herein, prior to resignation or retirement, the Director shall forfeit any payout for accrued sick leave.

12. Dishonest / Willful Misconduct: Nothing in this Agreement shall prevent the Board of County Commissioners from terminating the Director's employment and/or other rights under this Agreement for dishonesty or willful misconduct including but not limited to fraud, embezzlement, theft, criminal conduct, or any misfeasance or malfeasance not otherwise listed in this provision.
13. Evaluation: The County and the Director should conduct a performance evaluation at least once per year, or more frequently at the direction of the Board of County Commissioners. Said evaluation(s) shall be in accordance with the specific criteria established by the Board in a consult with the Director. The Board will strive to develop an evaluation by March 1<sup>st</sup> of each year. The final written evaluation shall be completed and delivered to the Director within thirty (30) days of the evaluation meeting. If performance is unsatisfactory or needs significant improvement in any area, the Board will describe those concerns in writing and in reasonable detail or with specific examples for the Director to correct such deficiencies.
14. Defend and Hold Harmless: The County will defend and hold the Director harmless from any civil liability incurred or allegedly incurred while acting in good faith and within the scope of authority as the Community Health Director.
15. Prior Actions: Acts known to the County taken pursuant to this Agreement, but prior to its execution are hereby ratified and confirmed.
16. Modifications to Agreement: Either party may propose modifications to this Agreement. Modification can be made by mutual consent and must be in writing signed by all parties. After thirty-six (36) months, County maintains the right to

modify this agreement without the consent of the Director, but in the case of any such modification, the Director has the option of accepting a voluntary termination and is eligible for the voluntary termination benefits as provided in paragraph 10. a. of this agreement. In any case, the BOCC shall not make any unilateral change in this contract without first engaging in consultation with the Director regarding the proposed changes. Such consultative period shall be for no less than sixty (60) days, after which the County may modify the contract.

17. Severability: If any provisions of this Agreement are held invalid, the remainder shall be deemed valid and binding. It is the intent of the parties hereto that each provision herein is agreed to separately in the event one or more of such provisions are held invalid.

18. Governing Law / Venue: This Agreement is made and shall be construed and performed under the laws of the State of Washington. Venue regarding any dispute arising from this Agreement shall be in Skamania County, Washington.

**IN WITNESS WHEREOF**, The Board of County Commissioners of Skamania County has caused this Agreement to be signed and executed on its behalf and the undersigned employee. The Director further represents and acknowledges that:

- 1) She has read this Agreement in its entirety.
- 2) She has had an opportunity to study and review the Agreement.
- 3) She has been advised that the County Prosecuting Attorney is counsel to the County and not to the Director in regard to the Agreement.
- 4) That she has a right to consult her own independent counsel concerning this Agreement and that she has had the opportunity to do so.

All parties agree to be bound by this Agreement.



DATED: \_\_\_\_\_, 2022

SKAMANIA COUNTY  
BOARD OF COMMISSIONERS

\_\_\_\_\_  
Chairmen

\_\_\_\_\_  
Tamara Cissell

\_\_\_\_\_  
Commissioner

\_\_\_\_\_  
Date

\_\_\_\_\_  
Commissioner

ATTEST:

Approved as to Form Only:

\_\_\_\_\_  
Prosecuting Attorney

\_\_\_\_\_  
Clerk to the Board

## **EMPLOYMENT AGREEMENT SKAMANIA COUNTY COMMUNITY HEALTH DIRECTOR**

This is an Employment Agreement made and entered into between Skamania County, hereafter "County" and Tamara Cissell, Community Health Director hereafter "Director."

**WHEREAS**, Skamania County has appointed Tamara Cissell as the Director effective **March 1, 2018**.

Formatted: Highlight

**WHEREAS**, Skamania County and Tamara Cissell have discussed and negotiated and now desire to provide for certain procedures, benefits, and requirements related to the Director's employment, and to enter into a contract setting forth such terms and conditions.

**NOW THEREFORE**, Skamania County and Tamara Cissell agree to the following:

1. **Duties:** Skamania County agrees to employ Tamara Cissell as the Community Health Director for Skamania County to perform all the duties specified by resolution, policy, and/or ordinance, and such other proper duties as designated by the Board of County Commissioners. The Director reports directly to the Board of Commissioners. The Community Health Department currently includes Substance Abuse, Mental Health, Developmental Disabilities, and Public Health.
2. **Duration of Agreement:** It is the intent of the parties that the term of the agreement shall be for an indefinite period and may be terminated by either party pursuant to Section 11 of this Agreement or by the Board of County Commissioners pursuant to Section 12 of this Agreement.
3. **Compensation:** As of the date of this Agreement, annual compensation shall be paid in the amount of \$104,783 equivalent to Salary Range 34pw – Step 5 of the County's Salary Plan.
  - a. Thereafter, increases in annual compensation shall be accomplished as part of the County's budget process and shall not require further amendment of this agreement.
  - b. In the event that increases are provided generally to Salary Ranges or unrepresented employees in the County's Salary Plan, or by other action of the County, compensation shall be adjusted according to the new salary afforded Range 34pw Step 5.
  - c. Unless expressly provided herein, the County shall not at any time during the term of the Director's tenure in office reduce the salary, compensation

or other financial benefits of the Director, except to the same degree of such a reduction for all unrepresented employees of Skamania County.

4. Vehicle Use. In the event that travel by personal car is required, the Director's travel will be compensated per County travel policy at the rate established by that policy or the IRS allowable mileage rate, whichever is higher.
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7. Holidays / Leaves / Hours of Work: The Director shall receive the same holidays, special leave, e.g., at the same rate as other administrative, professional and/or managerial employees. The position of Community Health Director is classified as an exempt position, but the Director is generally expected to work at least the same hours of work as the business hours of the County, and any other hours as required by the duties of the position.
8. Conferences / Training and Education: The County shall encourage and support the continued professional development of the Director for the good of the County by:
  - a. Paying membership fees for any professional organizations as may be budgeted and approved by the County.
  - b. Reimbursing cost or arranging for direct payment of costs for attending national, state, and local professional association meetings and conferences as customary for Community Health Directors and other professional and managerial employees and as provided in the annual budget.
  - c. Reimbursement of other travel and miscellaneous costs necessary to represent or benefit the County, including but not limited to, continuing

education as required by Department of Health licensure and registration and as approved in the annual budget.

- d. As long as the funding sources allow tuition reimbursement and/or /payment of Community Health Director's prior school loans then employee can submit for direct payment, or reimbursement of the monthly payments that have been made on or after 3/1/2021, under similar terms as established for other eligible Skamania County Community Health employees.

9. Payment of Expenses: Except as otherwise provided in this Agreement, payment of incurred job-related expenses shall be as provided in the County's Personnel and/or other policies.

10. Personnel Policies: Except as otherwise provided in this agreement, the Director shall be afforded the same rights, privileges, reimbursement and responsibilities as other employees covered under the County's personnel policies. However, the Community Health Director is an "at will" employee and nothing in this agreement shall provide any non-statutory employment protection other than those provisions pertaining to severance in Section 11, below.

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- i. The Director is terminable at the will of the Board of County Commissioners. The County has the right to employ another person as Director. If the Director is terminated for any reason other than for cause as set forth in Section 12, it is agreed that upon termination by the County, the Director will be paid the following termination benefits, conditioned on Director and County signing a mutually agreed waiver of claims:
  - 1. All accrued and unused vacation and all-accrued and unused sick leave shall be paid in a lump sum as allowed and outlined in the Skamania County Personnel Policy; and
  - 2. Severance pay from the date of termination of a period of ninety (90) days thereafter. Severance pay shall include the Director's current base salary and the County will continue to provide medical, dental and vision insurance coverage for up to 90 days after termination (or until Director is covered by another employer's insurance plan if this occurs prior to 90 days). Except as otherwise indicated, all amounts to be paid pursuant to this section shall be payable monthly, unless otherwise agreed between Director and County.

b. By the Director:

- i. Should the Director desire to terminate his~~er~~ employment through voluntary resignation or retirement (if eligible), she shall provide the Board of County Commissioners with as much notice as possible, and in any case not less than thirty (30) days in advance. Should the Director decide to seek other employment, the Board of County Commissioners shall be notified prior to the Director participating in any job interviews as a finalist. In the case of voluntary resignation by the Director, the Director shall not be entitled to receive any severance payments under this agreement or benefits subsequent to the effective date of such resignation, but she shall receive all benefits to which she would otherwise be entitled upon voluntary resignation under the personnel policy. Provided, that if the Director gives less than thirty (30) days' notice, as required herein, prior to resignation or retirement, the Director shall forfeit any payout for accrued sick leave.

12. Dishonest / Willful Misconduct: Nothing in this Agreement shall prevent the Board of County Commissioners from terminating the Director's employment and/or other rights under this Agreement for dishonesty or willful misconduct including but not limited to fraud, embezzlement, theft, criminal conduct, or any misfeasance or malfeasance not otherwise listed in this provision.

13. Evaluation: The County and the Director shall~~uld~~ conduct a performance evaluation at least once per year, or more frequently at the direction of the Board of County Commissioners. Said evaluation(s) shall be in accordance with the specific criteria established by the Board in a consult with the Director. The Board will strive to develop an evaluation by March 1<sup>st</sup> of each year. The final written evaluation shall be completed and delivered to the Director within thirty (30) days of the evaluation meeting. If performance is unsatisfactory or needs significant improvement in any area, the Board will describe those concerns in writing and in reasonable detail or with specific examples for the Director to correct such deficiencies.

14. Defend and Hold Harmless: The County will defend and hold the Director harmless from any civil liability incurred or allegedly incurred while acting in good faith and within the scope of authority as the Community Health Director.

15. Prior Actions: Acts known to the County taken pursuant to this Agreement, but prior to its execution are hereby ratified and confirmed.

16. Modifications to Agreement: Either party may propose modifications to this Agreement. Modification can be made by mutual consent and must be in writing

signed by all parties. After thirty-six (36) months, County maintains the right to modify this agreement without the consent of the Director, but in the case of any such modification, the Director has the option of accepting a voluntary termination and is eligible for the voluntary termination benefits as provided in paragraph 10. a. of this agreement. In any case, the BOCC shall not make any unilateral change in this contract without first engaging in consultation with the Director regarding the proposed changes. Such consultative period shall be for no less than sixty (60) days, after which the County may modify the contract.

17. Severability: If any provisions of this Agreement are held invalid, the remainder shall be deemed valid and binding. It is the intent of the parties hereto that each provision herein is agreed to separately in the event one or more of such provisions are held invalid.

18. Governing Law / Venue: This Agreement is made and shall be construed and performed under the laws of the State of Washington. Venue regarding any dispute arising from this Agreement shall be in Skamania County, Washington.

**IN WITNESS WHEREOF**, The Board of County Commissioners of Skamania County has caused this Agreement to be signed and executed on its behalf and the undersigned employee. The Director further represents and acknowledges that:

- 1) She has read this Agreement in its entirety.
- 2) She has had an opportunity to study and review the Agreement.
- 3) She has been advised that the County Prosecuting Attorney is counsel to the County and not to the Director in regard to the Agreement.
- 4) That she has a right to consult her own independent counsel concerning this Agreement and that she has had the opportunity to do so.

All parties agree to be bound by this Agreement.

DATED: \_\_\_\_\_, 2022

SKAMANIA COUNTY  
BOARD OF COMMISSIONERS

\_\_\_\_\_  
Chairmen

\_\_\_\_\_  
Tamara Cissell

\_\_\_\_\_  
Commissioner

\_\_\_\_\_  
Date

\_\_\_\_\_  
Commissioner

ATTEST:

Approved as to Form Only:

\_\_\_\_\_  
Prosecuting Attorney

\_\_\_\_\_  
Clerk to the Board

**COMMISSIONER'S AGENDA ITEM COMMENTARY**

<b><u>SUBMITTED BY</u></b>	<b><u>Human Resources</u></b> Department	<b><u>Debi Van Camp</u></b> Signature
<b><u>AGENDA DATE</u></b>	2/15/2022	
<b><u>SUBJECT</u></b>	2022 Guild Memorandum of Agreement	
<b><u>ACTION REQUESTED</u></b>	Adopt the 2022 Guild Memorandum of Agreement	

**SUMMARY/BACKGROUND**

During January 4 and 5, 2022, due to weather conditions the Board of Commissioners closed the county offices and told employees to stay home. There were several employees that are considered essential and must report to work regardless of weather or emergency conditions. The Board is granting 1 hour of bonus leave accrual for each hour worked on January 4 and 5 at the request of their department head/elected official/manager. See MOA.

**FISCAL IMPACT**

Hours off with pay

**RECOMMENDATION**

Approve the Guild Memorandum of Agreement.

**LIST ATTACHMENTS**

Memorandum of Agreement

**REFERENCE**

None



MEMORANDUM OF AGREEMENT  
BETWEEN  
SKAMANIA COUNTY WASHINGTON  
AND THE  
SKAMANIA COUNTY LAW ENFORCEMENT GUILD

**January Inclement Weather**

Whereas, Skamania County Washington (County) and the Skamania County Law Enforcement Guild (Union) are parties to a collective bargaining agreement that expired on December 31, 2021.

Whereas, recently the County experienced an unexpected weather event resulting in closure of some work locations on January 4 and 5. Non-essential employees were not required to report to work and were compensated consistent with County policy 12.3.1. Essential employees that were required to report to work were compensated consistent with their respective collective bargaining agreement. In light of the circumstances of the event, the County Board of Commissioners seeks to provide additional leave time to essential employees who reported to work during this period.

The parties mutually agree as follows:

- 1) For those essential employees required to report to work on January 4 and 5, 2022, each employee will receive 1 hour of bonus leave accrual for each hour worked on the employee's regularly schedule shift that day. This does not apply to any hours worked beyond an employee's regularly scheduled shift. The leave time is valid to use up to July 31, 2022 and is forfeited if not used. The leave time has no compensable value upon separation of employment. For the purposes of time keeping, employees will use code "b" to designated use of the leave time granted.
- 2) This agreement does not apply to essential personnel performing duties under the COVID policy.
- 3) This agreement does not apply to employees who were on scheduled time off or otherwise not scheduled to work.
- 4) This agreement is non-precedent setting and not to be used as example of benefits provided in future circumstances.
- 5) This agreement is not subject to ratification.
- 6) Should there be any dispute regarding the interpretation and/or application of this agreement the grievance process of the bargaining agreement applies.

This memorandum is agreed on this 6<sup>th</sup> day of February 2022 and expires on July 31, 2022.

BY:



Name: Christian Lyle  
Guild President

date: 02/06/2022

BY:

Richard Mayhar  
~~Vice~~ Chair, BOC

date: February 15, 2022

MEMORANDUM OF AGREEMENT  
BETWEEN  
SKAMANIA COUNTY WASHINGTON  
AND THE  
SKAMANIA COUNTY LAW ENFORCEMENT GUILD

**January Inclement Weather**

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- 5) This agreement is not subject to ratification.
- 6) Should there be any dispute regarding the interpretation and/or application of this agreement the grievance process of the bargaining agreement applies.

This memorandum is agreed on this 6<sup>th</sup> day of February 2022 and expires on July 31, 2022.

BY:



Name: Christian Lyle  
Guild President

date: 02/06/2022.

BY:

Richard Mayhar  
Vice Chair, BOC

date: February 15, 2022

MEMORANDUM OF AGREEMENT  
BETWEEN  
SKAMANIA COUNTY WASHINGTON  
AND THE  
SKAMANIA COUNTY LAW ENFORCEMENT GUILD

**January Inclement Weather**

Whereas, Skamania County Washington (County) and the Skamania County Law Enforcement Guild (Union) are parties to a collective bargaining agreement that expired on December 31, 2021.

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- 4) This agreement is non-precedent setting and not to be used as example of benefits provided in future circumstances.
- 5) This agreement is not subject to ratification.
- 6) Should there be any dispute regarding the interpretation and/or application of this agreement the grievance process of the bargaining agreement applies.

This memorandum is agreed on this 6<sup>th</sup> day of February 2022 and expires on July 31, 2022.

BY:



Name: Christian Lyle  
Guild President

date: 02/06/2022.

BY:

Richard Mayhar  
~~Vice~~ Chair, BOC

date: February 15, 2022

*workshop*

## VETERANS ADVISORY BOARD

### Authority

RCW 73.08.035

Resolution 2012-31 - Establishing a Veteran's Advisory Board

Resolution 2021-33 - Veterans Assistance Fund Limits

### Requirements

Veteran's Advisory Board consists of one representative from the American Legion Coy-Catlin Post 137 appointed by Post 137, one representative from the American Legion Cape Horn Post 132 appointed by Post 132, and one representative from the veterans' community at large appointed by the Board of County Commissioners. Skamania County Auditor or his/her designee shall serve as a non-voting ex-officio representative. The Veteran's Advisory Board shall meet at least once per year in September.

### Representatives

### No Term Limit

Gail Branum	American Legion Cape Horn Post 122
Matt Joy	American Legion Coy-Catlin Post 137
David Stanton	Veterans Community At-Large
Robert Waymire, Auditor	Non-Voting Ex-Officio Representative

**Debbie Slack**

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**From:** [REDACTED]  
**Sent:** Friday, February 04, 2022 4:14 PM  
**To:** Commissioners  
**Cc:** Debbie Slack  
**Subject:** Veterans Advisory Board submittal--Repar  
**Attachments:** Resume\_updated\_02July2019.docx

WARNING: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Dear Commissioners,  
As a veteran, I would like to serve as a representative on the Veterans Advisory Board in our community. I believe this board is essential in our community and that it should be fully staffed so that veterans can advocate for veterans. With approximately 1200 veterans in our community there is a need for this board. I served 15 years in the military as a Intelligence Officer (Operations Officer, Training Branch Chief, Executive Officer--for the Joint Analysis Center in England) and retired as a Major in 2003. My resume is attached; I also have a military resume, if needed. (I just did not have it on my thumb drive when writing this letter of interest.)

Veterans experience many crises and this board helps to alleviate some of those. I believe in the transparency, accountability, and active involvement of this board. The citizens of our community support our veterans and this board serves as a tool to help our veterans.

If you have any questions, please feel free to contact me. Thank you for your consideration.

Mary Repar  
[REDACTED]  
[REDACTED]  
[REDACTED]

## Debbie Slack

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**From:** Brenda Bush <[REDACTED]>  
**Sent:** Thursday, February 03, 2022 5:38 AM  
**To:** Debbie Slack  
**Subject:** Veterans Advisory Board

WARNING: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Good morning!

I would like to be considered for the vacant position on the Veterans Advisory Board for Skamania county.

I like the idea of this oversight committee. I like the idea of collaboration, compassion and coordination for the benefit of veterans in our community.

I think I can bring value to the board with my experience with working in the VA system for 26 years, as well as my own veteran status as a retired Air Force veteran. I have received Congressional recognition for my volunteer work with veterans and I volunteered as a VSO to help veterans in our community, as well as volunteering as a Hostess at the American Legion, helping veterans with their paperwork and listening to their stories. It was important to validate the experiences that some veterans have had and listening without judgement.

Please consider me for this opportunity.

Thank you.

***Brenda J. Bush***

*"What we don't need in the midst of struggle is shame for being human." Brené Brown*

*Instructions for publishing and billing: Please run the following Display Ad approximately 3" x 5" for the weeks of January 26th & February 2, 2022. Please include tear sheets with billing and submit to Skamania County Commissioners, P.O. Box 790, Stevenson, WA 98648.*  
*Thanks, Debbie*

#### **SKAMANIA CO COMMISSIONERS SEEK VETERAN TO SERVE ON ADVISORY BOARD**

Skamania County operates a Veteran's Assistance Program for relief of indigent veterans, their families and the families of deceased indigent veterans as required by RCW 73.08.010. The Skamania County Board of Commissioners is seeking a representative from the Veteran's community who is interested in serving on the Veteran's Advisory Board as required per RCW 73.07.035. Members of the advisory board would advise the County legislative authority on the needs of local indigent veteran's, the resources available to local indigent veterans and programs that could benefit the needs of local indigent veterans and their families.

The Board consists of one representative from the American Legion Cape Horn Post 132 appointed by Post 132, one representative from the American Legion Coy-Catlin Post 137 appointed by Post 137 and one representative from the Veteran's community at large appointed by the Board of County Commissioners. The Skamania County Auditor or his designee shall serve as a non-voting ex-officio representative. The Veteran's Advisory Board shall meet at least once per year in September.

Interested parties may submit a letter of interest to the Skamania County Board of Commissioners, Attn: Debbie Slack, P.O. Box 790, Stevenson, WA 98648, email to [slack@co.skamania.wa.us](mailto:slack@co.skamania.wa.us) or deliver to Skamania County Courthouse, Rm 15, 240 NW Vancouver Ave., Stevenson, WA. The letter of interest must be submitted by February 7, 2022.

Workshop

COUNTY FACE SHEET FOR CONTRACTS/LEASES/AGREEMENTS

1. Contract Number \_\_\_\_\_

2. Contract Status: (Check appropriate box)  Original  Renewal  Amendment

3. Contractor Information: Contractor: Lion's Club  
Contact Person: Frank Cox  
Title: President  
Address: Stevenson, WA 98648  
Phone: 509-427-5466

4. Brief description of purpose of the contract and County's contracted duties: Lease Agreement

5. Term of Contract: From: September 1, 2016 To: August 31, 2026

6. Contract Award Process: (Check appropriate box)  
General Purchase of materials, equipment or supplies - RCW 36.32.245 & 39.04.190

- Exempt (Purchase is \$2,500 or less upon order of the Board of Commissioners)
- Informal Bid Process (Formal Quotes between \$2,500 and \$25,000)
- Formal Sealed Bid Process (Purchase is over \$25,000)
- Other Exempt (explain and provide RCW)

Public Works Construction & Improvements Projects - RCW 36.32.250 & 39.04.155 (Public Works, B&G, Capital Improvements Only)

- Small Works Roster (PW projects up to \$200,000)
- Exempt (PW projects less than \$10,000 upon order of the Board of Commissioners)
- Other (explain) Lease with minimal payment - \$1.00 annual revenue for public service

7. Budget Committed in Current Year: \$ Source:  
Amount Not Budgeted in Current Year: \$  
Total Non-County Funds Committed: \$ Source: \_\_\_\_\_  
Total County Funds Committed: \$  
TOTAL FUNDS COMMITTED: \$


8. County Contact Person: Name: Larry Douglass  
Title: Public Works Director

9. Department Approval:   
Department/Head or Elected Official Signature

10. Special Comments: \_\_\_\_\_



COMMISSIONER'S AGENDA ITEM COMMENTARY

<u><b>SUBMITTED BY</b></u>	<u>Public Works</u> Department	 Signature
<u><b>AGENDA DATE</b></u>	<u>August 23, 2016</u>	
<u><b>SUBJECT</b></u>	<u>Lease Renewal -- Lion's Club</u>	
<u><b>ACTION REQUESTED</b></u>	<u>Approve Lease</u>	

**SUMMARY/BACKGROUND**

This Lease updates all previous Lease Agreements and Amendments.

**FISCAL IMPACT**

N/A

**RECOMMENDATION**

Approve lease as presented which includes options to allow continued use by others, or Skamania County.

**LIST ATTACHMENTS**

Lease agreement

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## SKAMANIA COUNTY LEASE AGREEMENT

This Lease Agreement, entered into this 23<sup>rd</sup> day of August 2016, by and between SKAMANIA COUNTY, through its duly elected Board of Commissioners, hereinafter referred to as the "Lessor", and SKAMANIA COUNTY LIONS CLUB, a nonprofit corporation, hereinafter referred to as the "Lessee", in accordance with R.C.W. 36.34.150

WITNESSETH:

The parties hereto for the consideration hereinafter mentioned covenant and agree as follows:

1. Premises: The Lessor hereby leases and demises unto said Lessee the following described real property, together with the buildings, improvements and appurtenances located thereon, situated in Stevenson, Skamania County, State of Washington, to-wit:

COMMENCING at the county brass monument marking the northwest corner of Section 1, Township 2 North, Range 7 East W.M.; Thence South 89 degrees, 19 minutes 21 seconds East, 2531.46 feet to the county monument marking the north quarter corner of said Section 1; thence South 31 degrees 43 minutes 46 seconds West 586.13 feet to the Initial Point of the tract hereby described; Thence South 31 degrees 08 minutes 57 seconds East, 120 feet; thence South 58 degrees 51 minutes 03 seconds West, 90 feet; thence North 31 degrees 08 minutes 57 seconds West, 120 feet; thence North 58 degrees 51 minutes 03 seconds 90 feet to the point of beginning.

Containing 0.24 acres more or less.

2. Duration: This Lease shall be for a duration of ten (10) years, commencing on the 1st day of September 2016 and ending on the 31<sup>st</sup> day of August, 2026.
3. Reserved Rental: The Lessee covenants and agrees to pay the Lessor the sum of \$1 per year plus any applicable leasehold excise tax, payable on the first day of March of each year.
4. Condition of Premises: The Lessee agrees to maintain the premises in a clean and orderly manner and shall exercise due care in the use of the premises.
5. Purpose and Use of Premises:
  - a. Use of Premises: The subject premises are leased for the purpose of providing a center for recycling newspapers, aluminum cans and other commodities authorized by the Lessee. The recycling activity shall be conducted within a building constructed on the site. The building may also be used for fundraising events.
  - b. Purpose: This lease is entered into in order to facilitate and help fulfill the goals of the County Comprehensive Solid Waste Reduction and Recycling Program.

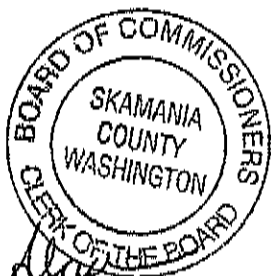
6. Improvements to the Property: The Lessee may construct one (1) building on the leased property, at the Lessee's sole expense, provided that said building is constructed in such a manner that it can be removed from the property without disrupting or damaging the character of the property and, in that regard, the Lessee agrees to remove the building, any concrete slabs and to fill any holes so as to leave the property in the same condition as it was at the beginning of the lease. Lessee further agrees to build said building in a manner to meet all federal, state and local regulations including building code, zoning and shorelines regulations. All leasehold improvements shall remain personal property subject to Paragraph 9 below.
7. Care of Premises: Lessee shall be completely responsible for maintaining and cleaning of the leased property and any building constructed.
8. Failure to Pay Rent. It is agreed that in the event the Lessee fails to pay the rent as covenanted herein, promptly and on time, that the Lessor shall have the right to terminate this lease as provided by the statutes of the State of Washington for month-to-month tenancies.
9. Re-Delivery of Premises.
  - a. The parties agree that upon the expiration of this lease if, in the opinion of the Board of County Commissioners, the Lessee has carried out the purpose of this lease, and the goals of the parties with regard to solid waste reduction and recycling has been furthered by this lease, the County will consider a new lease for a similar term on whatever conditions the County Commissioners deem equitable at the time.
  - b. In the event a new lease is not entered into, it is agreed between the parties, that Lessee shall have the right to offer the building for sale first to the Lessor; if Lessor does not wish to purchase, then Lessee shall have the right to sell the Building to some other party as approved by Lessor and pending an approved Land Use Agreement with the potential new owner of the building.
  - c. In the event the Lessor has not sold the Building within one (1) year from the notice of termination, the Lessor shall restore the property as described in Section 6 (part of); or negotiate other alternatives with Skamania County.
10. Liability: The Lessee agrees to save the Lessor harmless from any liability that might otherwise attach to the Lessor arising out of any activities of the Lessee pursuant to this lease and resulting from the Lessee's negligence. The Lessee agrees to provide the Lessor with evidence of liability insurance naming the Lessor as an additionally insured party in the amount of \$1,000,000.
11. Governing Law: The parties agree that this lease shall be governed by the laws of the State of Washington and that venue for any action pursuant to this lease, either interpreting the lease or enforcing a provision of the lease, or attempting to rescind or alter the lease, shall be brought in Skamania County, Washington; that the prevailing party shall be entitled to all costs, including reimbursement for the attorney's fees at a reasonable rate.

12. Assignability: This Lease or any portion hereof, cannot be assigned or sub-let by Lessee without the written consent of the Lessor first had and obtained.

13. Termination: Notwithstanding the term of this lease, either party with or without cause may terminate this lease by giving the other party thirty (30) days written notice of said termination. Upon receipt of said notice by the Lessee, the Lessee shall vacate said leasehold and offer the sale of the building upon said Premises as set out in Section 9 herein.

IN WITNESS WHEREOF, the parties hereto have hereunto caused this Instrument to be executed in duplicate the day and year first above written.

ATTEST:



*Debbi Dean*  
Clerk of the Board

SKAMANIA COUNTY  
BOARD OF COMMISSIONERS

*Pat Hanks*  
Chairman

*[Signature]*  
Commissioner

*[Signature]*  
Commissioner

*Frank Cook*  
SKAMANIA COUNTY LIONS CLUB  
STEVENSON, WASHINGTON

*Frank Cook*  
Printed Name

*President*  
Title

*Aug 23 2016*  
Date

APPROVED AS TO FORMONLY:

*[Signature]*  
Prosecuting Attorney

RCW 42.30.110(a)(ii) Infrastructure + security of agency computer

OPMA – EXECUTIVE SESSIONS

CHECKLIST

For Local Government Success



The Open Public Meetings Act (OPMA) requires specific steps be taken in order to hold an executive session. Use this checklist to guide your agency's compliance with the OPMA related to executive sessions.\*

	Requirement	Completed
Meeting	An executive session can only be held as part of a regular or special meeting.	<input type="checkbox"/>
Purpose	The presiding officer announces in open session the purpose of the executive session.	<input type="checkbox"/>
End Time	The presiding officer announces in open session the time the executive session will end.	<input type="checkbox"/>
Legal Counsel	Legal counsel is present during the executive session, if required.	<input type="checkbox"/>
Confidentiality	At the start of the executive session, participants are reminded that discussions are confidential.	<input type="checkbox"/>
Topics	Local governments can discuss the following topics set forth in RCW 42.30.110(1) in executive session:	
	• Matters affecting national security. RCW 42.30.110(1)(a)(i).	<input type="checkbox"/>
	• Infrastructure and security of agency computer and telecommunications network. RCW 42.30.110(a)(ii). See back of page. Note: Requires presence of legal counsel. ✓	<input checked="" type="checkbox"/>
	• Real estate sale, purchase, or lease if a likelihood that disclosure would increase price. RCW 42.30.110(1)(b), (c). If agency is seller/lessor, only minimum price may be discussed & factors influencing price must be discussed in public session. <i>Columbia Riverkeeper v. Port of Vancouver</i> .	<input type="checkbox"/>
	• Consideration of the minimum offering price for sale or lease of real estate if there's a likelihood that disclosure would decrease the price. RCW 42.30.110(1)(c). See back of page. Note: Final action selling or leasing public property must be taken in open session.	<input type="checkbox"/>
	• Negotiations on the performance of a publicly bid contract. RCW 42.30.110(1)(d). See back of page.	<input type="checkbox"/>
	• Complaints or charges brought against a public officer or employee. RCW 42.30.110(1)(f). Note: At accused's request, discussion must be in open session.	<input type="checkbox"/>
	• Qualifications of an applicant for public employment. RCW 42.30.110(1)(g). See back of page.	<input type="checkbox"/>
	• Performance of a public employee. RCW 42.30.110(1)(g). See back of page.	<input type="checkbox"/>
	• Qualifications of an applicant/candidate for appointment to elective office. RCW 42.30.110(1)(h). See back of page.	<input type="checkbox"/>
	• Agency enforcement actions. RCW 42.30.110(1)(i). See back of page. Note: Requires presence of legal counsel.	<input type="checkbox"/>
	• Current or potential litigation. RCW 42.30.110(1)(i). See back of page. Note: Requires presence of legal counsel.	<input type="checkbox"/>
• Legal risks of current or proposed action. RCW 42.30.110(1)(i). See back of page. Note: Requires presence of legal counsel.	<input type="checkbox"/>	
Extended End Time	If the executive session is not completed by the originally announced end time, the presiding officer announces the extended end time in open session before returning to executive session.	<input type="checkbox"/>
Resumption	Open session is not resumed until after the announced end time.	<input type="checkbox"/>

Meeting Date  
Attendees

2/15/22  
Adam Krick, Pres.

Form Completed By

Boell, Tim Elsea, Joe Strig, JT Doersch, Richard Maher, Chair

\*DISCLAIMER: This checklist is meant to provide summary information on executive sessions; the checklist is not intended to be regarded as specific legal advice. Consult with your agency's attorney about this topic as well.