

# **AGREEMENT**

**between**

**CLARK COUNTY, WASHINGTON**

**and**

**CLARK COUNTY JUVENILE DETENTION OFFICERS' GUILD**

**JANUARY 1, 2011 – DECEMBER 31, 2012**

## **EXHIBITS AND APPENDICES**

- Exhibit A: Salary Schedules for Represented Classifications
- Exhibit B: Clothing and Safety Guidelines
- Exhibit C: Procedures for Assignment of Overtime Using the RSL
- Exhibit D: Dues Deduction Authorization form
  
- Appendix A: Memorandum of Understanding – Healthcare Committee
- Appendix B: Substance Abuse Free Workplace



**proud past, promising future**

**CLARK COUNTY**  
WASHINGTON

## TABLE OF CONTENTS

|  |    |
|--|----|
| ARTICLE 1. RECOGNITION.....  | 1  |
| ARTICLE 2. NON-DISCRIMINATION.....   | 2  |
| ARTICLE 3. GUILD RIGHTS AND SECURITY .....   | 3  |
| ARTICLE 4. MANAGEMENT RIGHTS.....  | 4  |
| ARTICLE 5. GUILD REPRESENTATIVES AND ACTIVITIES.....                                   | 6  |
| ARTICLE 6. STRIKES AND LOCKOUTS.....   | 7  |
| ARTICLE 7. FILLING OF VACANCIES.....   | 8  |
| ARTICLE 8. WORK HOURS .....  | 9  |
| ARTICLE 9. OVERTIME .....  | 13 |
| ARTICLE 10. COMPENSATION.....  | 16 |
| ARTICLE 11. PAID TIME OFF.....   | 19 |
| ARTICLE 12. HOLIDAYS.....  | 22 |
| ARTICLE 13. SICK LEAVE.....  | 23 |
| ARTICLE 14. OTHER LEAVES .....   | 26 |
| ARTICLE 15. INSURANCE.....   | 30 |
| ARTICLE 16. OTHER BENEFITS .....   | 33 |
| ARTICLE 17. LABOR/MANAGEMENT COOPERATION .....   | 35 |
| ARTICLE 18. DISCIPLINE AND TERMINATION .....   | 37 |
| ARTICLE 19. LAYOFF AND RECALL .....  | 40 |
| ARTICLE 20. GRIEVANCE PROCEDURE .....  | 42 |
| ARTICLE 21. DEFINITIONS .....  | 46 |
| ARTICLE 22. SCOPE AND DURATION .....   | 47 |
| APPROVAL Signatures.....   | 48 |
| EXHIBIT A Juvenile Detention Officer’s Salary Schedule.....                            | 49 |
| EXHIBIT B Clothing and Safety Guidelines .....   | 50 |
| EXHIBIT C Procedures for Assignment of Overtime using the Rolling Seniority List ..... | 52 |
| EXHIBIT D Dues Deduction Authorization Form .....                                      | 53 |
| APPENDIX A Memorandum of Understanding – Regarding Healthcare Benefits .....           | 54 |
| APPENDIX B Substance Abuse Free Workplace. ....  | 57 |

## **ARTICLE 1. RECOGNITION**

**1.1. Parties.** The parties to this Agreement are the Clark County Board of County Commissioners and the Clark County Juvenile Court, hereinafter referred to as "the County," and the Clark County Juvenile Detention Officers' Guild, hereinafter referred to as "the Guild," for purposes of setting forth the mutual understanding of the parties regarding wages, hours, and conditions of employment of those employees for whom the County has recognized the Guild as the exclusive collective bargaining representative.

**1.2.** The County recognizes the Guild as the exclusive bargaining agent for all regular full-time and regular part-time Lead Juvenile Detention Officers and Juvenile Detention Officers. All other employees of the Department are excluded. New classifications which may be created within the Detention Unit of the Department may be included within the bargaining unit upon the written consent of the County and the Guild or by order of the Public Employment Relations Commission (except as such order may be vacated, amended or denied effect by a court of competent jurisdiction).

## **ARTICLE 2. NON-DISCRIMINATION**

**2.1** The County and the Guild agree that they will not discriminate against any employee by reason of race, creed, age, color, sex, national origin, religious belief, marital status, mental or physical disability, political affiliation or activity or any other categories of persons or activities protected by federal, state or local statutes, ordinances, rules or regulations. In addition, employees shall not be discriminated against or harassed based on sexual orientation.

**2.2** The County agrees not to discriminate against any member of the Guild for his or her activity on behalf of or because of membership in the Guild.

## **ARTICLE 3. GUILD RIGHTS AND SECURITY**

**3.1 Maintenance of Membership.** Except as provided in Section 3.2, all covered employees shall, as a condition of continued employment, maintain their membership in good standing in the Guild during the life of this Agreement. New employees shall be enrolled on the first day of the calendar month following their hire date or appointment to a position in the bargaining unit.

**3.2 Religious Tenets Exception.** In order to provide County employees the right of non-association with the Guild because of the employee's bona fide religious beliefs, such County employee shall pay an amount of money equivalent to Guild dues to a non-religious charity mutually agreed upon by the employee and the Guild. If within ten (10) days after it is determined that the employee is eligible for exemption under this Section, the employee and Guild fail to agree on the organization to which payment in lieu of dues and initiation fees is to be donated, either party may petition the Public Employment Relations Commission for a decision. Said employee shall furnish written proof to the Guild that such payment is being made.

**3.3** In the event an employee member of the Guild fails to maintain his/her membership or charitable payment, the Guild will notify the County in writing through the Human Resources Department of such employee's delinquency. The County agrees to give notice to the employee and the Guild within five (5) working days that his/her employment status with the County is in jeopardy and that failure to meet the membership obligation within thirty (30) calendar days from the date such notice is received will result in termination.

**3.4** The Guild will notify the County of its initiation fees and dues. The County will deduct such initiation fees and Guild dues from the wages of the employees and forward them to the Guild each pay period. Each pay period the County shall submit the dues to the address and name provided by the Guild, accompanied by a list of dues-paying employees, their salaries, and the amount of their dues. The County and the Guild have developed a mutually agreeable dues deduction assignment form for authorization of payments to the Guild by payroll deduction. The agreed upon dues deduction authorization form is attached as Exhibit D.

**3.5 New Hires.** The County agrees to provide the applicable Guild with written notification within thirty (30) days of new hires and separations from the bargaining unit in a fashion mutually acceptable to the parties. Nothing in the above sections will interfere with employees' rights under RCW 41.56.122 (Religious Tenets) of the Public Employees' Collective Bargaining Act.

**3.6 Printing and Distribution.** The County shall bear the cost of printing and binding this Agreement. The County shall provide copies of the Agreement to the Guild for distribution to represented employees. The County shall provide copies to new hires.

## ARTICLE 4. MANAGEMENT RIGHTS

**4.1 Rights Reserved.** The management of the County and the direction of the workforce is vested exclusively in the County subject to the terms of this Agreement. The parties agree that existing established past practices not covered by this Agreement on mandatory subjects of bargaining shall be altered only with agreement of the parties. This Article does not restrict the right of an employee to use the grievance procedure set forth in Article 20, below.

**4.2** The parties recognize the following rights of the County:

4.2.1 Determine the methods, processes and means of providing services.

4.2.2 Increase, diminish or change equipment, including the introduction of any and all new, improved or automated methods or equipment.

4.2.3 Make or change the assignment of employees to specific jobs within the bargaining unit in accordance with their job classification or title.

4.2.4 Hire, transfer and promote including determination of the qualifications, methods and standards thereof.

4.2.5 Discipline regular employees for just cause and discipline probationary employees for any lawful reason.

4.2.6 Determine or change standards and expectations for employee performance and conduct.

4.2.7 Evaluate employees including the use or modification of performance appraisal programs.

**4.3 Project Employees.** The County may employ project employees for long term but limited duration projects for up to eighteen months on a full time basis. Project employees shall receive full benefits but shall otherwise be excluded from the provisions of this Agreement and shall not be entitled to bump or displace covered employees when laid off at the conclusion of the project.

**4.4 Use of Alternative Workers and Non-Bargaining Unit Personnel.** The County may, in its discretion, make use of various alternative workers for rehabilitative, societal or other purposes including volunteers, offenders, youth programs, interns, senior citizens, and the disabled. The County may assign tasks to personnel from other bargaining units and non-represented employees provided such activity does not result in the layoff of bargaining unit employees or a reduction in the number of bargaining unit positions.

**4.5 Contracting Out.** The County may contract out bargaining unit work provided such activity does not result in the layoff of bargaining unit employees or a reduction in the number of employees or positions within the bargaining unit. The County shall provide sixty (60) working days notice to the Guild and its representatives.

## **ARTICLE 5. GUILD REPRESENTATIVES AND ACTIVITIES**

**5.1** The Guild shall inform the County in writing of the names of its officers and stewards who are authorized to represent the Guild. Such information shall be kept up-to-date at all times.

**5.2 Access to Workplace.** Guild representatives may, after informing the supervisor, visit the work location of employees covered by this Agreement. Access shall be allowed provided it does not disrupt the regular work activities of employees or the department.

### **5.3 Use of County Resources.**

5.3.1 The County shall provide the Guild with bulletin boards at reasonable locations for its use in communicating to members.

5.3.2 The Guild may use County communications resources (telephone, voice mail, E-mail, mail distribution) for communications that relate to the Guild's business relationship with the County. They may not be used to conduct the internal business of the Guild. All other uses require approval of the County and requests should be directed to the Juvenile Court Services Administrator or his/her designee.

5.3.3 Use of County facilities for Guild meetings shall be permitted, subject to the general rules and conditions for public use of County facilities and as approved by the Juvenile Court Services Administrator or his/her designee.

**5.4 Release Time.** Employee officers of the Guild or stewards shall be allowed reasonable release time without loss of pay for the purposes of meetings with the County for collective bargaining, grievances or disciplinary hearings, or such other legitimate activities as are mutually agreed. Nothing in this Agreement shall be construed to require employees to receive compensation from the County for representation activities occurring outside of the employee's regularly scheduled work hours or for such time to be counted as time worked for overtime calculation. Work hours shall not be used by officers, employees or business representatives for solicitation of Guild membership, collection or checking of dues, Guild meetings or other activities relating to the internal business of the Guild.

5.4.1 Employee Guild representatives shall request permission from their immediate manager for release time. Such request shall be granted provided release time does not unreasonably detract from their work performance and is in compliance with the above requirements as to the nature of the activity.

5.4.2 Employee Guild representatives shall be allowed one hour of release time preceding or following meetings with the County for preparation/debriefing activities.

**5.5 Contract Negotiations.** Guild representatives attending contract negotiations on their scheduled day off shall receive up to eight (8) hours pay at straight time or compensatory time. However, lunch breaks will not be compensated.



## **ARTICLE 6. STRIKES AND LOCKOUTS**

**6.1** During the life and for the duration of this Agreement, the Guild, its agents, officers and representatives, and bargaining unit members shall not engage in, acquiesce in, or encourage any strike, slowdown, primary picketing, sickout, sit down, or other disruption or stoppage of work at any County facility or at any location where County services are performed, nor shall there be any lockout of bargaining unit members by the County. If any such activity takes place, the Guild will immediately notify all Guild agents, officers, representatives, and bargaining unit members engaging in such activity to cease and desist, and the Guild shall publicly declare by letter to the Board of County Commissioners and the Human Resources Department that such activity is in violation of this Agreement and is unauthorized. In the event the Guild fails to fully and faithfully discharge its duties under this Article, the County shall be entitled to recover its losses incurred as a result of activity in violation of this Article. In the event of a lockout in violation of this Article, affected employees shall be entitled to be made whole for any wages, benefits and rights lost as a result of such lockout. Any employee engaging in any activity in violation of this Article may be subject to immediate disciplinary action or discharge and the only matter related to such action which may be subject to appeal is the question of whether or not the employee engaged in such activity.

## ARTICLE 7. FILLING OF VACANCIES

**7.1 Vacancies and Posting.** Job postings to fill new or vacant budgeted full- or part-time bargaining unit positions shall be posted on the hiring department bulletin boards and placed on County voice mail. The filing period shall be a minimum of ten (10) working days unless otherwise agreed. Such notice shall include the classification, salary, description of the duties of the position, qualifications, knowledge, skills and abilities and selection process. Only qualified candidates who apply within the established filing period will receive consideration for such vacancies.

**7.2** Employees may apply for open recruitments and will receive consideration if they meet all required qualifications of the classification/position and submit the required application information to the County's Human Resources Department by the date specified in the notice. When the selection decision is between external and internal candidates and the knowledge, skills, and abilities of the candidates are substantially equal, preference shall be granted to internal candidates from within the bargaining unit, then other internal candidates.

**7.3 Classification Recruitments.** Recruitments may be conducted on a position-by-position basis or on a classification basis. Classification recruitments shall clearly specify that the recruitment may be used to fill future vacant positions. When a recruitment is conducted on a classification basis, the pool of qualified candidates may be used to fill multiple current and future vacancies within a classification for up to twelve (12) months from the final posting date.

**7.4 Posting Alternatives.** As an alternative to posting, the appointing authority may elect to fill positions by any of the following means. Only qualified employees may be appointed by these means.

7.4.1 **Demotions.** Voluntary and involuntary demotions may be made only to vacant and available positions except as provided for in Section 18.3 of this Agreement.

7.4.2 Transfers and demotions of a qualified employee from within the department as an alternative to layoff.

7.4.3 Through a bumping or displacement procedure prescribed by this Agreement.

7.4.4 To accommodate job sharing arrangements as provided by this Agreement.

7.4.5 By appointment of a laid off employee from a recall list.

## ARTICLE 8. WORK HOURS

**8.1 Employee Work Schedules.** The operations of the Juvenile Detention Center shall be carried out through a combination of shifts. The County agrees that prior to implementing an alternative work schedule, the affected employees shall be given not less than seventy-two (72) hours advance notice, except for overtime and call back work. In the event that an employee's shift is involuntarily changed with less than seventy-two (72) hours notice, the employee will be paid at time and one half for the hours worked. Notice is defined as the first day the employee is at work after the schedule change has been posted or management has personally informed the employee of the change.

**8.2** Regular full-time employees shall work five (5) consecutive days of eight (8) consecutive hours including a thirty (30) minute paid meal period and two paid rest periods of fifteen (15) minutes each during which employees must remain accessible. For overtime worked contiguous to a regularly scheduled shift the following rest period and meal periods shall be provided:

| Length of Overtime                    | Rest/M Meal Periods   |
|---------------------------------------|---|
| Two (2) to less than four (4) hours   | Fifteen (15) minute rest period   |
| Four (4) to less than eight (8) hours | Fifteen (15) minute rest period and thirty (30) minute meal period                  |
| Eight (8) hours                       | Two (2) fifteen (15) minute rest periods and one (1) thirty (30) minute meal period |

**8.3 Shift Bidding.** Shift bidding will occur annually beginning the second Tuesday of September for a February 1st implementation. Available shifts, defined as lead detention officer, female detention officer and male detention officer and shift bid schedule will be posted 30 days prior to the start of bidding. Seniority within the bargaining unit in the categories listed above shall be the determining factor for shift assignment.

**8.3.1 Shift Bidding Process.** Management will schedule two (2) staff per day by seniority within each category to complete their shift bid. The staff shall be scheduled to bid their shift between 8:00 a.m. and 12:00 p.m. and 12:00 p.m. and 4:00 p.m. Shift bidding on the scheduled date may be completed in person, by proxy, via telephone, or in writing. If staff fails to abide by the date/time limit, the next person on the seniority list will bid. Staff that have failed to complete the bidding on the scheduled date and time must notify the Detention Supervisor and submit a bid prior to the next scheduled shift bid. This will continue until the bid is submitted.

**8.3.2** Shift changes may occur under the following circumstances:

8.3.2.1 As vacancies occur within shifts.

8.3.2.2 As necessary to preserve the ratio of female to male officers.

8.3.2.3 Management may allow staff to voluntarily bump to an available shift subject to the following provisions:

- a. The employee's request is received at least 72 hours prior to the start of the shift;
- b. The employee has the necessary seniority;
- c. Management has the ability to cover the resulting vacancy with on-call personnel;
- d. There shall be a maximum of two bumps each day from the graveyard shift to any other shift.

8.3.2.4 Employee initiated short or long term shift trading may be considered, provided the following conditions are met:

- a. Seniority is defined as all Guild members, by class, as listed by hire dates and any legal adjustments for leaves (sabbatical, suspension, etc).
- b. In all shift trades the most senior person will accept the seniority of the less senior person they trade with which includes bumps to cover vacant shifts due to time off or sick calls based on the seniority change. The less senior person would retain their own seniority status for the purposes of bumping to fill vacant shifts due to time off or sick calls.
- c. Short term trades are defined as a voluntary trade between two full time Detention Officers by class, management approval required, going by seniority preferred but not necessarily mandatory, and limited to two eight (8) hour shifts in a given month.
- d. Approval of the Detention Center Manager.
- e. The trade would not unduly interfere with the operations of the Department.
- f. It is voluntary on the part of both employees and seniority has been considered.
- g. The trade is documented as required by the Detention Center Manager.

**8.4 Job Sharing.** Job Sharing is a type of alternative scheduling in which two employees of the same job classification share the work schedule and duties of a single full-time position. Job Sharing proposals from employees may be considered by individual departments when it can be shown that the proposal can be implemented without significant adverse effects on the effectiveness of County services. Job Sharing is a voluntary arrangement and may be considered only when no significant extra costs above those of a single full-time employee will be incurred by the County. Job sharers must be in the same job classification.

8.4.1 Initial and continuing approval of the Job Share arrangement will be contingent on both partners meeting all of the required qualifications for the job and performing at a fully effective performance level.

8.4.2 Supervisory practices such as salary increases, performance evaluation and discipline will take place separately with each partner.

8.4.3 The County reserves the right to rescind a Job Share arrangement that has failed to meet the requirements of this policy or the employees may elect to terminate the arrangement (including by one of the job sharers resigning), subject to thirty (30) days notice. If the arrangement is terminated, and there is no agreement regarding who will resign or assume full-time responsibilities, the matter will be decided on the basis of seniority. The parties to a terminated Job Share arrangement have the option to resign or transfer to an available position. If either partner resigns, transfers or is terminated, the other partner must assume the full-time responsibilities until an acceptable partner is obtained.

8.4.4 Earned Paid Time Off (PTO), sick leave, and participation in the Washington State Public Employees' Retirement System (PERS) will be prorated according to the number of hours worked (e.g. Job Share partners scheduled to work twenty (20) hours weekly will accrue fifty (50) percent of the earned PTO and sick leave hours of a full-time employee).

8.4.5 See Article 15 for Insurance benefits.

8.4.6 Additional hours worked over the scheduled amount shall be paid at the straight time rate and shall not result in a change in the division of health and insurance benefits. Overtime shall be payable for hours worked by either partner in excess of forty hours per week or as otherwise provided by this Agreement.

8.4.7 Seniority for step increases and layoff will be based on the seniority of each of the Job Sharers individually. Seniority for promotional consideration shall be determined as provided for by this Agreement.

#### **8.4.8 Application Procedure.**

A. An employee currently in a full-time position who desires a Job Share arrangement must submit a written proposal to their Administrator. The proposal should include the following information:

1. Names of employees who will Job Share;
2. Position in which the Job Share is desired;
3. Proposed work schedule for each employee;
4. Proposed method of allocation and coordination of job responsibilities between the Job Share employees;
5. Proposed procedures and routines for ensuring the information flow is maintained; and
6. Proposed division of County insurance benefits.

B. Upon receipt of the request, the Administrator and Human Resources will evaluate the proposal and respond to all below listed parties within thirty (30) days. The final written plan must be signed by both Job Share partners, the Administrator, Human Resources and the Guild.

## ARTICLE 9. OVERTIME

**9.1 Work periods for Overtime Calculation.** The work week for overtime calculation shall be the period of seven (7) consecutive 24 hour days beginning with the reporting time following the employee's regularly scheduled days off (or "weekend break"), for example, 8:00 a.m. Monday to 7:59 a.m. the following Monday. The daily work period shall be the period of 24 consecutive hours commencing with the employee's scheduled start time on each scheduled day of work.

**9.2. Overtime.** Employees normally shall be compensated at one and one-half (1.5) times their regular (as defined in Section 10.2.2) rate of pay for hours worked in excess of forty (40) in a week or in excess of eight (8) in a shift. The current practice of scheduling double back shifts within a work week shall not result in payment of overtime for hours worked in excess of eight (8) in a day, except when the shift exceeds eight (8) hours. The calculation of time worked for overtime purposes shall include shift differential, paid time off, sick leave and compensatory time used. Overtime will be paid to the nearest quarter hour. Note, per Section 12.3.3, employees working an overtime shift on one (1) of the following holidays: New Year's Day, Memorial Day, 4<sup>th</sup> of July, Labor Day, Thanksgiving Day or Christmas Day shall receive four (4) hours straight compensatory time in addition to the appropriate contractual rate of pay.

**9.3 Compensatory Time Option.** With authorization of the department and the employee, an employee may elect to be compensated for overtime work in the form of compensatory time off rather than pay. Either party may require that overtime be compensated in pay. Such compensatory time off may be accumulated to a maximum of eighty (80) hours. Unused compensatory time shall be paid off at the employee's regular rate at the time of termination or transfer to another department.

**9.4** All overtime must be authorized by the employee's Manager or his/her authorized representative prior to being worked.

**9.5 Callback pay.** Callback is when an employee is required to return to work. Call back is distinguished from a holdover where an employee is required to remain at work after the completion of his/her shift. Callback does not include changes in shift (bumping) or voluntary overtime assignments. An employee who is mandated to return to work after completion of his/her regular shift shall be paid two (2) hours at straight time plus actual hours worked at time and one half (1.5). Employees who are mandated to report to work on their normally scheduled days off shall receive four (4) hours at straight time plus actual hours worked at time and one half (1.5). Overtime which is scheduled more than twenty-four (24) hours in advance or which is worked contiguous to the normal shift is not considered a callback. Overtime pay will begin when the employee reports for duty and end when the employee is relieved from duty.

**9.6 Assignment of Overtime.** The employer will attempt to meet its overtime requirements on a voluntary basis. Shifts needing to be filled will first take into account gender issues.

9.6.1 Open shifts may be filled first by on-call employees. On-call employees are not eligible for overtime.

9.6.2 If there are no on-call employees available and eligible, then overtime will be offered to the full time employees who are on the Rolling Seniority List (RSL) for overtime. The RSL will be utilized per the Rolling Seniority List Procedure in Exhibit C.

9.6.2.1 The RSL is an existing list of employees interested in voluntary overtime opportunities. Employees are responsible for being placed on the RSL and for assuring their names remain on the RSL. Employees are to keep their profile updated including up to two (2) current phone numbers they can be reached at through notices of changes to management or leadworkers. Employees are to give management their preferences on when they are willing to work voluntary overtime hours. Their profile is to be detailed for each day of the week and the hours they are willing to be called in for. This does not exclude an employee from Call Back (Section 9.5) situations that do not follow the RSL rules.

9.6.2.2 Employees are picked from the highest eligible person by their preferences in a descending manner.

9.6.2.3 An employee can remove himself or herself from the RSL by notifying management or a leadworker in writing.

9.6.3 Management, Leadworker, Temporary Leadworker or their designee will determine the hours to be offered. Overtime of less than four (4) hours will be offered to employees on the shift prior to or following their current shift based on the RSL. For four (4) hours or more, employees will be called using the RSL. The employee may choose to take any variation of whole hours from four (4) to eight (8).

9.6.3.1 Declining overtime offers will not result in being bumped down on the RSL. An employee accepting an overtime of less than four (4) hours will not be bumped on the RSL. When an employee accumulates four (4) or more hours of overtime in a calendar month the employee will be bumped down on the RSL.

9.6.3.2 Employees will fill out chits for all overtime worked through the RSL (Section 9.6.2) at the time the overtime is worked. Management or designee will bump employees once they have accumulated four (4) or more hours in a calendar month based upon submitted chits.

9.6.4 If no employee accepts overtime then overtime will be mandated by management or designee in inverse order of seniority, first from within the prior or following shift, then bargaining unit-wide. Employees may be mandated to work overtime either as a hold over or as a call back. Employees will not be mandated to work overtime more than two (2) times in a calendar month. It is the employee's responsibility to notify management or their designee that they have been mandated twice in a calendar month and refuse any more.



9.6.5 Any sixteen (16) hour shift has to be bracketed by eight (8) hours of continuous rest. Employees may work no more than sixteen (16) hours in a twenty-four (24) hour period. Employees doing a double back shift are not eligible to do overtime in their eight (8) hour rest period between the double backs. Staff required to remain at work beyond sixteen (16) hours, due to an emergency, will have an interruptible eight (8) hour rest period paid at double time.

9.6.6 In case of emergency as declared by management or designee, employees are required to remain on shift until relieved without regard to provisions of Section 9.6.

9.6.7 Special projects, trainings, conferences, mandated hold overs and callbacks which result in requiring overtime are exempt from the RSL.

## **ARTICLE 10. COMPENSATION**

**10.1 Salary Schedule.** The salary schedule for employees covered by this Agreement shall consist of a salary range of six (6) steps with approximately five percent (5%) between steps. Salary schedule increases shall be applied to each step of the range. All employees shall be paid at one of the steps in the range.

### **10.2 Hourly Basis and Calculation.**

10.2.1 Employees covered by this Agreement shall be paid on an hourly basis. The employee's hourly salary shall be the annual salary divided by 2,080 or the monthly rate divided by 173.33 hours, based on the employee's regular full or part time schedule. No use of the term "salary" in this Agreement shall be construed to require or allow employees to be treated as exempt or salaried employees under the FLSA.

10.2.2 **Hourly rate computation.** Employees' regular hourly rates shall be as specified in the pay plan and shall exclude all other forms of compensation.

10.2.3 All cash-outs of paid leave shall be paid at the employee's base hourly rate of pay.

10.2.4 Employees who work overtime while in a premium pay assignment shall be paid time and one half (1.5) on the premium pay rate provided the employee elects to receive pay for the time. If the employee elects compensatory time off, the premium pay will not be included when the time off is taken.

**10.3** Employees shall be eligible for step increases after 12 months of satisfactory service at each step in the range. The eligibility date shall be adjusted by the full amount of any unpaid leave of absence of 15 days or more.

### **10.4 Salary Increases.**

#### **10.4.1 Cost of Living Increases.**

10.4.1.1 Effective January 1, 2012 the salary schedule shall be increased by two percent (2.0%) at each step in the range as set forth in Exhibit A to this Agreement.

**10.5 Promotional Increases.** An employee who is promoted shall be placed at the lowest step in the new range which results in an increase equivalent to a one step increase.

## **10.6 Other Pay Actions.**

10.6.1 **Demotions.** An employee who voluntarily demotes shall be placed at the step in the lower classification which most nearly approximates but does not exceed the rate which the employee received in the classification from which he or she is demoting. Such employee shall retain the step increase eligibility date he or she had in the higher classification. An employee who is involuntarily demoted shall be placed at the highest step within the range assigned to the lower classification which results in a decrease and such action shall result in a new eligibility date.

10.6.2 **Layoff.** Employees who demote or bump downward in lieu of layoff shall be placed at the highest step in the new range that is equal to or below their former salary. If the former salary exceeds the maximum of the new range, the employee shall be placed at the top step of the new range.

10.6.3 **Recall and Reinstatement.** When an employee is recalled from a layoff list, or reinstated within twelve (12) months to his/her former classification, he/she shall be placed in the same step that he/she occupied at the time of separation. The eligibility date for the next increase shall reflect time served toward the next step increase prior to separation, e.g., an employee who terminated or was laid off and had three (3) months to go before the next increase shall have an eligibility date that is three (3) months after recall or reinstatement.

**10.7 Leadworkers and Temporary Leadworkers.** The goal of management is to attempt to have a Leadworker/Temporary Leadworker available on every shift if possible, taking into account the operational needs of the Detention Center.

10.7.1 A shift report shall be completed by the Leadworker during every shift.

10.7.2 Management may require a Leadworker to adjust his/her schedule to cover another Leadworker's absence no more than one (1) time per month. This shall be accomplished by giving the Leadworker at least two (2) weeks notice of the adjusted shift. Any additional shift changes shall be compensated at a rate of time and one half (1.5) for the hours worked outside of the regularly scheduled shift.

10.7.3 The Leadworker will not normally be assigned to work in intake.

10.7.4 Management shall determine the list of qualified Temporary Leadworkers and shall be responsible for training the employees on duties and expectations.

10.7.5 In the event of a Leadworker absence that is not filled by adjusting another Leadworker's shift, management shall designate a Temporary Leadworker for the shift from the list of qualified candidates. Management shall maintain a Temporary Leadworker list for each shift (day, swing, graveyard). Once an employee has served as

Temporary Leadworker for a given shift, his/her name shall be rotated to the bottom of the list.

10.7.6 A Detention Officer shall be eligible for Temporary Leadworker pay when qualified and assigned to perform the duties of the Leadworker position for all hours worked in that capacity. Such assignments must be approved by the Detention Manager or Supervisor or their designee.

**10.8** The County agrees to provide additional compensation for employees required by their positions to use a second language in the course of their responsibilities. Employees certified to provide bilingual services shall receive an additional pay premium of \$30.00 per pay period.

10.8.1 The County shall notify and consult with the Guild as to the designation of the eligible positions, the minimum level of fluency required and the testing procedures to be employed. Position designation and fluency determinations shall not be subject to the grievance procedure.

**10.9 Shift Differential.** Employees will be paid a shift differential of fifty cents (\$0.50) per hour for shifts that start on or after 10:00 p.m. and end on or before 7:00 a.m. Beginning January 1, 2012 employees will be paid a swing shift differential of forty cents (\$0.40) per hour for shifts that start on or after 3:00 p.m. and end on or before 11:00 p.m. In addition, employees scheduled or required to work overtime during these hours will also be eligible for the shift differential. It shall be included in payments for paid leave per Section 11 only if the employee was scheduled for the off hours shift. Assignments made to accommodate employee-initiated short-term trades do not qualify for shift differential.

## ARTICLE 11. PAID TIME OFF

**11.1 Accrual Basis.** Employees shall accrue paid time off (PTO) based on paid hours. No accrual shall occur during unpaid leave and PTO accrual will be pro-rated based on the number of hours in paid status. Regular part-time employees shall accrue PTO on a pro-rata basis. New employees shall accrue PTO beginning with the first day of employment but shall not be eligible to use PTO or receive termination payoff until completion of six (6) months of service.

**11.2** Each employee covered by this Agreement shall be granted paid time off (PTO) to be used during the year for PTO, illness, holidays or personal business time off. The PTO accruals incorporate twelve holidays (or 96 hours) per year and nine sick days (or 72 hours).

**11.3** Paid Time Off for regular full-time employees shall be accrued in accordance with the following schedule:

| Completed Years of Service | Hours per Pay Period | Approximate Hours per Year | Approximate 8 hour Days per Year | Max Hours |
|----------------------------|----------------------|----------------------------|----------------------------------|-----------|
| Start                      | 10.33                | 248                        | 31                               | 310       |
| 1                          | 11.33                | 272                        | 34                               | 340       |
| 5                          | 12.33                | 296                        | 37                               | 370       |
| 10                         | 13.33                | 320                        | 40                               | 400       |
| 15                         | 14.33                | 344                        | 43                               | 430       |
| 20                         | 15.33                | 368                        | 46                               | 460       |
| 25                         | 16.33                | 392                        | 49                               | 490       |
| 30                         | 17.33                | 416                        | 52                               | 520       |

**11.4 Maximum Accumulations.** Employees may accumulate PTO up to a maximum of one and one quarter (1.25) their annual accrual rate, e.g., an employee earning 37 days/296 hours per year may not accumulate more than 46.25 days/370 hours. When an employee has reached the maximum allowable accrual, future accruals will cease until such time as the balance allows for additional earnings. Employees are responsible for monitoring their accruals and scheduling time off as necessary to preserve the ability to accrue PTO.

**11.5 Paid Time Off Scheduling.** The PTO bidding process shall follow completion of the September annual shift bidding process. The calendar year February 1st through January 31st will be used for the purposes of PTO scheduling. The Administrator shall allow four (4) detention staff off each day.

11.5.1 During the first round of annual PTO bidding, employees will be divided into bidding groups by seniority and will be given a specific date and time to submit their first ten (10) days of PTO leave. This leave may be in consecutive days or singly, subject to the restrictions below.

11.5.2 Staff who fail to submit PTO requests by the required date for their group will lose their seniority position within the group. They will be placed at the top of the seniority list of the following group provided they submit their request within that group's required time limit. Staff may only request PTO for time they will have accumulated when they take the time.

11.5.3 PTO requests may include no more than two (2) of the same days of the week in a single month, except when available and requested no earlier than sixty (60) days prior to the date desired.

11.5.4 Initial PTO scheduling may not include any of the following days: New Year's Eve, New Year's Day, Independence Day, Thanksgiving, the day after Thanksgiving, Christmas Eve and Christmas Day.

11.5.5 Following the initial annual PTO bid process, a second formal bid process shall occur for requests for extra days off of which only one of the Section 11.5.4 days may be requested and granted.

11.5.6 Following the second PTO bid process, more than one of the above days may be requested and granted if any of the above days remain available sixty (60) days prior to said major day.

11.5.7 Each full time employee shall be allowed four (4) "flex days" off per year to be charged to the employee's paid time off bank or accrued compensatory time. The intent of these "flex days" are to allow absences for times which were unforeseen during the annual PTO bidding. Days requested under the "flex days off" provision must be requested two (2) days in advance of the leave. In addition to the four (4) staff allowed off each day, an additional two (2) may be off under the "flex day" plan. The seven days listed in Section 11.5.4 are eligible to be requested as flex days. Management may deny or rescind flex day requests based upon available coverage. The employee's "flex day" opportunities may be rolled over into the next calendar year provided the "flex days" an employee may have available do not exceed eight (8).

11.5.8 For purposes of PTO bidding as described in Section 11.5.1 through Section 11.5.5, seniority within the bargaining unit shall be the determining factor.

11.5.9 Employees must give five (5) days notice to cancel pre-approved PTO leave requests.

11.5.10 All other requests for use of PTO, compensatory time, or floating holiday leave shall be made with three (3) days notice. The first day of this notice begins at 12:01a.m. and ends at 5:00 p.m. The leave request must be communicated directly to the first available of the following: Detention Supervisor, Detention Manager or Leadworker. Such requests will be approved on a first come, first served basis; bargaining unit seniority shall prevail in the event of simultaneous requests.

**11.6 Sell-Back.** Employees may elect pay in lieu of PTO up to a maximum eighty (80) hours per year. PTO sell-back shall be subject to the following requirements and procedures:

11.6.1 The opportunity to sell back PTO shall be offered twice per year in the months of June and December. Requests must be submitted by May 15th and November 15th on forms designated by the payroll office.

11.6.2 To be eligible to sell back PTO an employee must have used a total of eighty (80) hours of PTO in the prior calendar year. The total of PTO sold back may not exceed the maximum hours limitation but may be apportioned according to the employee's choice between the June and December sales periods.

11.6.3 The PTO sell-back option is subject to availability of adequate funds. PTO sell-backs may be restricted or suspended by the County. In the event PTO sell-back requests exceed available funds, the Human Resources department shall develop a procedure to equitably apportion PTO sell-backs among employees with pending requests.

**11.7 PTO Conversion.** An employee may transfer up to sixty (60) hours of PTO into his/her sick leave account twice per year coinciding with the PTO sell back dates in Section 11.6.1. To be eligible to transfer PTO hours under this Article, an employee must retain eighty (80) hours of PTO in her/his account. The parties agree to re-open this Article when a VEBA type account becomes available within the County.

**11.8 Termination Payoff.** Upon termination of county employment with more than six (6) months of service an employee shall be paid for all accrued and unused PTO and compensatory time at his or her final base hourly rate of pay. Employees may not elect to extend employment beyond the last day of work by using accumulated leave.

## **ARTICLE 12. HOLIDAYS**

**12.1 Holidays.** Twelve (12) holidays, consisting of ninety-six (96) hours, are included in the PTO schedule. This includes the ten (10) holidays listed below plus two (2) additional holidays.

### **12.1.2 Observed Holidays.**

New Year's Day - January 1st  
Martin Luther King's Birthday - Third Monday in January  
Presidents' Day - Third Monday in February  
Memorial Day - Last Monday in May  
Independence Day - July 4th  
Labor Day - First Monday in September  
Veterans' Day - November 11th  
Thanksgiving Day - Fourth Thursday in November  
The day immediately following Thanksgiving Day  
Christmas Day - December 25th

**12.2** The above holidays shall be observed on their actual date of occurrence regardless of the day of the week. For purposes of determining holiday premium pay, the shift in which most of the holiday occurs will warrant the premium

### **12.3 Holiday Work Premium.**

12.3.1 Regular full-time and regular part-time employees who are authorized or required to work on a holiday shall be compensated at the rate of time and one half for all hours worked. This provision shall apply to work performed on the holiday dates listed above.

12.3.2 Employees working on January 1st, July 4th, December 25th and Thanksgiving Day will have the option to request the holiday premium compensation in the form of pay or compensatory time off. Compensation for all other holiday premiums shall be in pay.

12.3.3 Employees working an overtime shift on one (1) of the following holidays: New Year's Day, Memorial Day, 4th of July, Labor Day, Thanksgiving Day or Christmas Day shall receive four (4) hours straight compensatory time in addition to the appropriate contractual rate of pay.



## ARTICLE 13. SICK LEAVE

**13.1 Purpose.** Sick leave is provided to continue pay during illness or injury incapacitating the employee to perform his/her work, contagious disease whereby his/her attendance at work would create a direct threat to the health of fellow employees or the public, or as otherwise provided by law or this Article. The County and the Union agree that sick leave use is subject to certain conditions and restrictions as defined herein.

13.1.1 Use of sick leave is contingent upon following required reporting procedures and compliance with the purposes of sick leave. Employees who fail to call in according to procedures or fail to provide medical verification, if properly requested, may be charged unpaid time for the absence.

13.1.2 Any use of sick leave which requires a leave of three full working days or less shall be charged to the employee's PTO account. All leave for illness beyond the third full day shall be charged to the employee's sick leave account.

13.1.3 Employees with an approved Family Medical Leave may charge absences under the leave directly to the sick leave account, regardless of the length of the absence.

13.1.4 Earned PTO or accrued compensatory time may be used when accrued sick leave is not available for an absence necessitated by illness or injury.

**13.2 Sick Leave Accruals.** Full time employees covered by this Agreement shall accrue sick leave at the rate of one (1) hour per pay period, two (2) hours per month or twenty-four (24) hours per year. Sick leave may be accumulated up to a maximum of 1200 hours.

13.2.1 Employees shall accrue sick leave based on paid hours. No accrual shall occur during unpaid leave and sick leave accrual will be pro-rated based on the number of hours in paid status up to a maximum of the employee's full or part time schedule. Regular part-time employees shall accrue sick leave on a pro-rata basis.

**13.3 Workers' Compensation Integration.** An employee may charge his/her sick leave account, or other accrued paid leave if his/her sick leave balance is exhausted, for the difference between any compensation received from the Workers' Compensation Insurance and the employee's normal pay for injuries or illnesses covered by Workers' Compensation. The calculation shall be based on the difference between the employee's pay period compensation (rate times pay period hours) minus the benefit from Workers' Compensation. Employees may use accrued sick leave or other accrued leave for the first three day waiting period for Time Loss benefits.

**13.4 Family Illness Usage.** Employees may use sick leave in the event of an illness or injury in the employee's immediate family requiring the attendance of the employee provided that PTO hours will be used for the first three (3) consecutive days. For the purposes of this Section,

immediate family is defined as spouse, domestic partner subject to state law and County policy, dependent children incapable of self care of the employee or their domestic partner provided the child resides in the home of the employee and the domestic partner, and parents or the step/in-law equivalents and grandparents. Sick and/or unpaid leave may be allowed to care for such other relatives and in such circumstances as required by state and federal leave laws and administrative regulations.

**13.5 Medical and Dental Appointments.** PTO leave will be allowed for doctor and dentist appointments for the employee or members of the employee's immediate family requiring the attendance of the employee. If the employee has used all sick leave, other accrued paid leave will be allowed. Employees shall make a reasonable effort to schedule these appointments to occur during off-duty hours or during the work day such that it causes the least disruption to the department.

**13.6 Reporting and Approval Procedure.** Employees unable to report for duty shall notify the employer's designated representative in accordance with procedures and timelines established at the department level. Employees who know in advance that they will be utilizing sick leave for a particular purpose (e.g., surgery, hospitalization, dental or medical appointments, etc.) shall give notice of the dates of such leave as far in advance of the leave as is practicable.

**13.7 Medical Verification.** The Employer may require a physician's certification of the nature and duration of an employee's disability from work, of an employee's ability to return to work, and/or of an employee's ability to continue the full performance of his or her duties.

**13.8 Attendance.** The parties agree that acceptable attendance is an important element of overall job performance and that overall quantity of absences as well as number of occurrences should be considered. Employees are responsible for addressing the circumstances which give rise to absences and the employer is responsible for taking progressive, corrective action when attendance falls below expectations.

**13.9 Sick Leave Payoff.** Employees who separate from the County with at least twenty (20) years of service will be paid for accrued but unused sick leave at their base rate of pay according to the following formula:

| <u>Accumulated Hours</u> | <u>Percentage Payable</u> |
|--------------------------|---------------------------|
| 900 to 1,200             | 75% of hours over 900     |
| 600 to 899               | 50% of hours over 600     |
| 300 to 599               | 25% of hours over 300     |

For example, an employee earning \$14.00 per hour with a balance of 1200 hours would be paid for 75% of the top bank of 300 hours ( $1200-900 \times 75\% = 225$  hours), 50% of the next bank of 300 hours ( $900-600 \times 50\% = 150$  hours) and twenty five (25%) of the next bank ( $600-300 \times 25\% = 75$  hours) for a total of 450 hours or \$6,300. Employees with balances below 300 hours after twenty (20) years are not eligible for payoff.

**13.10** Employees who have not used PTO or sick leave (or had any absences due to illness/injury which are charged to other paid leave accounts) for any full calendar year of service shall be entitled to a day off with pay. Eligibility shall be determined and reported to departments by March 1st of each year and time off must be used by May 31st. This program is only available to full time employees who were on the payroll and in paid status for the full calendar year (2080 hours).

## ARTICLE 14. OTHER LEAVES

**14.1 Bereavement and Funeral Leave.** A full-time employee shall be granted up to three (3) consecutive work days of paid bereavement leave at the time of a death in the employee's immediate family. Such employee shall be granted up to an additional two (2) days of paid bereavement leave when air travel or one-way land travel of four (4) hours or longer is necessary. To be eligible for the additional one or two days paid leave, pre-authorization from the department Director or designee is required. Bereavement leave may be used for qualifying family members in the case of imminent death but the total bereavement leave portion shall not exceed the three or five workdays limitation. For the purposes of this Section, eligible family members are:

- a. the spouse, children, parents, brother, sister (or the step in-law equivalents)
- b. the employee's grandparents, grandchildren, aunts and uncles
- c. the employee's domestic partner and children, parents, brother, sister (or the step and in-law equivalents) of the domestic partner (an Affidavit of Domestic Partnership must be on file in the HR-Benefits Department)
- d. other relatives living in the employee's household

14.1.1 Bereavement leave in excess of three (3) working days or for other relatives may be granted with the approval of the supervisor and charged to an employee's PTO or compensatory time account.

14.1.2 Time off with pay will be allowed for attending the funeral of a County employee.

**14.2 Military Leave.** The County shall abide by the provisions of Federal and State laws to provide military leave and reinstatement rights for employees. The provisions of the laws are defined under the Uniformed Services Employment and Reemployment Rights Act (USERRA), and Washington State Law. Employee benefits will only continue for those months in which the employee is in a paid status the first working day of the month.

### **14.3 Civic Duty and Examination Leave.**

14.3.1 **Jury Duty.** Juvenile Detention Officers' Guild members subpoenaed for jury duty will provide immediate notice to management either in person, by phone or voice mail or e-mail.

14.3.1.1 The employee will be assigned to the day shift, with Saturday and Sunday as days off; work hours shall coincide with court required jury duty hours. Any prescheduled leave may be returned if the employee is unable to use it due to the jury duty requirement. Time spent in jury duty extending beyond the standard eight-hour work day is not compensated time.

14.3.1.2 The employee is expected and required to report to work for any portion of the day shift in which they are not actually serving on a jury or waiting to be assigned to a panel.

14.3.1.3 Time spent serving as a juror shall be considered leave with pay. When the jury duty is in a jurisdiction other than Clark County, jury compensation over and above mileage and meals must be reimbursed to the County.

14.3.1.4 The employee on jury duty will only be eligible for overtime assignments to swing shift Monday through Friday during the jury duty period, and only on a voluntary basis. Flex-time may be used by the employee and management to maintain the forty (40) hour work week.

14.3.2 Service as a witness in matters arising from the course and scope of employment shall be considered on-duty time. Service as a witness or party to non-job related matters shall be charged against the employee's PTO or compensatory time balance or may be taken as unpaid leave at the option of the employee.

14.3.3 Upon prior notice to his or her supervisor, an employee shall be allowed paid work time to take examinations required for other positions within the County. Testing undertaken on a day off shall not be considered working hours for overtime calculation purposes.

14.3.4 Employees unable to vote while off duty may use PTO or compensatory time to vote.

**14.4 Serious Health Conditions, FMLA and Family Care Leave.** The employer shall authorize leaves of absences to employees for qualifying circumstances, as specified in the Federal Family and Medical Leave Act (FMLA), the Washington Family Leave Law, the Family Care Act, this Agreement and other relevant statutes.

**14.4.1 Reporting Requirements.** Employees unable to report for duty shall notify the employer's designated representative in accordance with procedures and timelines established at the department level. The employees requesting leave for a qualifying circumstance under this Article must state why they are off work, the expected duration of the time off of work, and if the leave is to care for a family member the employee must identify which family member. In situations where an emergency arises the employee must notify the designated representative as soon as reasonably possible under the circumstances. For Family Care Leave the employee should provide as much advance notice of the need as possible. For FMLA leave, where possible, an employee should give 30 calendar days advance notice of the need for leave; if thirty (30) calendar days advance notice is not possible the employee or the employee's designee shall request leave as soon as the employee knows of the need to be a way from work.

**14.4.2 Family Care Leave.** Regular and part-time employees who have accrued paid leave available and have a dependent covered under the Act with a qualified health condition shall be eligible for Family Care Leave. An eligible employee is entitled to use accrued sick leave, after the use of three (3) consecutive PTO days, or other accrued paid time including Comp Time to care for a legal spouse, parent, parent-in-law, or grandparent of the employee who has a serious health condition or emergency condition, or to care for a child of the employee with a health condition that requires treatment or supervision if the child is either under eighteen (18) years of age or older but incapable of self-care because of mental or physical disability. Family Care Act leave that also qualifies for FMLA and/or the Washington Family Leave Law shall be counted concurrently. The duration of leave under the Family Care Act will continue as long as the employee has accrued paid time available and the family member has a qualified health condition.

**14.4.3 Family Medical Leave.** An FML eligible employee may take up to twelve (12) weeks of job protected leave from work because of a serious health condition, a family member's serious health condition, or for parental leave to care for a new born or newly adopted or placed child. Under FML, a family member is an employee's parent or person who acted as a parent, legal spouse, or a child who is either under age eighteen (18) or older and incapable of self-care because of a mental or physical disability. Absences under an approved FML may be charged directly to the sick leave account regardless of the length of absences. Unpaid leave shall be authorized only after the exhaustion of all other available paid leaves including Comp Time. At the time of initial placement, parents of adopted children may use sick leave to care for the child under the same conditions granted natural parents. A birth mother's period of temporary pregnancy related disability shall not be deducted from the twelve (12) week FML leave entitlement. All other paid time including Comp Time used during FML leave shall be deducted from the twelve (12) week leave entitlement.

14.4.3.1 With agreement of the department, employees may work a reduced work schedule for up to two (2) months preceding and/or following the period of parental leave.

14.4.3.2 The County may require a physician's certification of the nature and duration of an employee's disability from work, of an employee's ability to return to work, and/or of an employee's ability to continue the full performance of the employee's duties.

**14.5 Workers' Compensation.** All employees are covered by the Washington State Workers' Compensation Act for injuries or illnesses received while at work for the County.

**14.6 Other Leaves of Absence.** Employees may request leaves of absence of up to twelve (12) months for educational reasons, medical/disability leave or compelling personal circumstances. A minimum of two (2) years service is required prior to requesting educational or personal leaves.

14.6.1 All requests for leaves of absence or extensions shall be submitted in writing to the Administrator or his/her designee and approved in advance of the effective date. Employees reporting to work at the end of an authorized leave of absence shall be employed in the same class held at the start of such leave of absence.

14.6.2 For unpaid leaves of fifteen (15) calendar days or more, salary anniversary and seniority shall be adjusted by the full amount of the unpaid leave. Absence without leave and failure to return from leave shall be treated as job abandonment or may be the basis for termination.

14.6.3 Paid leave taken prior to going on unpaid leave shall not be counted toward the twelve (12) month maximum. Unless otherwise authorized by the Administrator and Human Resources, the employee must exhaust accumulated PTO and compensatory time before going on unpaid status.

## ARTICLE 15. INSURANCE

**15.1** The Multiparty Healthcare Committee will function under the provisions of the Memorandum of Understanding (Appendix A) and will make decisions regarding healthcare expenditures, plans and carriers for medical and dental insurances for the plan years covered by this agreement.

**15.2 Eligibility.** The County agrees to make available to eligible employees and their dependents one medical/dental plan. An employee may not be insured simultaneously as both an employee and as a dependent and dependents may be insured by only one employee.

15.2.1 Regular employees shall be eligible for medical insurance effective the first of the month following date of hire as long as the enrollment forms are received by the HR-Benefits Department within thirty (30) days from the date coverage is effective. Coverage will terminate at the end of the last day of the month in which employment ends except as provided in Article 19.6.

15.2.2 Dental coverage will begin the first of the month following ninety (90) calendar days of employment. Coverage will terminate at the end of the last day of the month in which employment ends except as provided in Article 19.6.

15.2.3 Regular part-time employees whose budgeted regular schedule calls for thirty (30) hours per week (.75 FTE) or more shall be eligible for the full County contribution. For regular part-time employees in positions budgeted at one-half up to three-quarter Full Time Equivalency (.5 to .749 FTE) the County shall pay seventy percent (70%) of the County's contribution for the highest cost plans with the employee contributing the balance based upon employees' plan of choice. Temporary changes in work hours will not result in a change in benefits available or employer contribution, unless the change in hours continues for three (3) consecutive months or more. When the temporary change is anticipated to last longer than three (3) months, the change will become effective immediately on the first of the following month.

15.2.4 Project employees shall be eligible for the medical and dental plans and contributions shall be determined in the same manner as regular employees.

15.2.5 Eligible dependents include legal spouse, domestic partner, and dependent children including the domestic partner's children who reside in the home up to age 19 or until age 23 if a full-time student at an accredited school. Employees adding a Domestic Partner must submit the required documentation to HR-Benefits.

15.2.6 **Qualified Family Status Changes.** Enrollment changes as a result of a qualified family status change will be provided in accordance with state or federal laws and County policy. Enrollment changes must be received by the County with the applicable documentation within thirty-one (31) calendar days [sixty (60) calendar days for newborns or children placed with the employee for adoption] and shall be effective the



first of the month following the date of the qualifying event; except in the case of newborns and adoptions, coverage is effective on the date of birth or placement in the home. Otherwise, coverage cannot be obtained until the next open enrollment with coverage effective January 1st of the following year.

**15.2.7 Eligibility for coverage during unpaid leave.** Employees will have continuous coverage during an unpaid leave of absence if covered by federal or state leave laws. For other unpaid leaves, any month in which the employee is in an unpaid status the first of the month and the unpaid leave has been thirty (30) continuous calendar days or longer, benefits will not be provided. Coverage will be reinstated effective the first of the month following the date of the employee's return to work; except for return from USERRA leaves and other applicable state and federal protected leaves.

15.2.8 For recalled employees (within a twelve (12) month period) and employees returning from furlough, coverage is reinstated the first of the month following the date of re-employment.

**15.2.9 Job Share Benefits.** Job share benefits will be provided to employees sharing the regular work hours and benefits of one full-time position and must work a minimum of 20 hours per week.

15.2.9.1 Job-share partners shall receive a 50% share of the medical and dental premium at the family rate as a credit toward the cost of the coverage. Any premium over the 50% contribution will be the responsibility of the employee; or

15.2.9.2 Job-share partners may elect to have one partner have medical coverage and one have dental coverage only. With this election the county will pay the employer contribution for the coverage in the same manner as a full time employee.

15.2.9.3 Each job-share partner shall also receive a life insurance benefit at the same level as provided to full time employees.

### **15.3 Premiums.**

15.3.1 Premiums, plans, and cost distribution will be determined through the multi-party Healthcare Committee process as outlined in the Memorandum of Understanding included as Appendix A, except that monthly premiums paid by employees beginning January 1, 2011 will end after August 31, 2011 and the County will increase its contribution to the full MOU amount beginning September 1, 2011.

**15.4 Other than Medical and Dental Carrier and Coverage Changes.** The County retains the exclusive right to select plans and carriers for life insurance, long-term disability, or other employer provided benefits provided that the successor plan(s) shall provide substantially equal or better coverage than the existing plans. This Section is not intended to apply to medical or dental plans, which are addressed in the Healthcare Committee Memorandum of Understanding.

**15.5 Open Enrollment.** The County agrees to provide annual open enrollment periods annually and/or beginning not less than thirty (30) days prior to any change in medical coverage. Such open enrollment periods shall be not less than two (2) weeks in duration.

**15.6 Life Insurance.** The County shall provide each employee a group term life insurance policy including accidental death and dismemberment coverage in the amount of \$20,000. Employee and/or dependent coverage shall be made available for employees.

15.6.1 The County shall continue to make available through payroll deduction voluntary supplemental and dependent life insurance to employees, subject to individual evidence of insurability at such premium rates as are established by the carriers. The County will make every effort to negotiate the most effective rates.

**15.7 Long-Term Disability Insurance.** The County shall provide each employee a 60%, 90-day waiting period long-term disability insurance policy with normal provisions.

**15.8 Continuation of Benefits.**

15.8.1 Pursuant to Federal or state law, Clark County employees and/or dependents who lose group health care coverage are eligible to continue participation in the group health plan for the time periods as defined in the law. The affected employee and/or dependent is responsible for the cost of the coverage plus an administrative fee, if applicable.

15.8.2 County provided health benefits will continue during an unpaid family and medical leave or accident or illness covered by Workers' Compensation at the same level and under the same conditions as if the employee had continued to work. If the employee chooses not to return to work following an approved family and medical leave for reasons other than a continued serious health condition, the employee will be required to reimburse the County the amount, if paid, for the employee's health insurance premiums.

15.8.3 Eligibility for insurance coverage for medical and dental insurance during other unpaid leaves will be in accordance with the federal COBRA program. Employees are not eligible for other insurance coverage during unpaid leaves of absence.

## ARTICLE 16. OTHER BENEFITS

**16.1 Retirement Plan.** The County participates in the Washington State Public Employees' Retirement System. The County and employees are required to contribute a percentage of compensable earnings as set by the State Legislature.

**16.2 Deferred Compensation Plans.** The County agrees to provide opportunities for employees to participate in Internal Revenue Code Section 457 Deferred Compensation Plans. Contributions may be made up to the allowable IRS Maximum.

**16.3 Flexible Spending Accounts.** The County agrees to make available Dependent Care and Health Care Flexible Spending Accounts as long as allowed under federal law.

**16.4 Employee Assistance Program.** The County agrees to make available an employee assistance program providing confidential counseling services to employees and their eligible dependents.

**16.5 Parking.** The County Campus Parking Management Plan represents the guidelines for parking within the downtown campus. Except as indicated herein, this Plan applies in its entirety. Changes to this Plan made during the life of this Agreement with the exception of fees or restrictions on employee parking may be made without additional bargaining. Exceptions to this plan are as noted below:

- a. Employees will be allowed one duplicate permit without charge.
- b. Replacement permits will cost \$5.00 per replacement.

Employees choosing to park in downtown campus, County-provided parking lots shall pay a monthly fee as shown in the schedule below labeled Current Fee. The County may increase the fee(s) by up to 15% over the life of the Agreement and the County agrees to provide a minimum thirty (30) day notice prior to increasing the fee(s). The new Maximum Fee is shown below.

| Category of Parking | Current Fee | Maximum Fee |
|---------------------|-------------|-------------|
| General Access      | \$22.00     | \$23.00     |
| Uncovered Reserved  | \$38.50     | \$40.25     |
| Covered Reserved    | \$55.00     | \$57.50     |

16.5.1 As part of the County's Commute Trip Reduction efforts, the County will reimburse employees who commute via bus to and from work, an amount equal to a monthly C-Zone pass for the term of this Agreement.

## 16.6 Uniforms and Clothing Allowance.

16.6.1 **Shirts.** Each employee will receive six (6) shirts upon hire. At six (6) month intervals (February and August) employees with damaged shirts (holes, tears, visibly worn) will notify the County, turn in the old shirt(s) and receive replacement shirt(s), up to a limit of three (3) shirts per six (6) month period. Shirts needed in excess of these limits will be purchased by the employee.

16.6.2 **Uniform Allowance.** On January 10th of 2007, Detention Officers will receive an annual \$200.00 (year 2008 = \$220.00, year 2009 = \$240.00) allowance for uniform needs. BDU-style pants will be black, dark blue or khaki, or denim jeans will be dark blue and will comply with the color samples provided; faded, bleached or whitewash jeans are not acceptable. Pants/jeans will be clean, neat and free of tears, holes, frayed seams, stains and ink marks.

16.6.3 **Jackets and Fleece.** Each employee will receive a lightweight navy blue jacket and one outerwear garment from two styles of clothing consisting of a sleeveless or a long-sleeved fleece with logo, to be worn at the employee's discretion. Employees may select one jacket or one fleece for replacement each year. Employees have the option to purchase additional fleeces with the County logo at their own expense.

16.6.4 Cell phones or pagers are to be stored in Central or Unit Controls. Employees may carry cell phones or pagers on their person in cases of emergencies or due to on-going issues that require an immediate response (e.g., in the case of the employee's child's medical condition). However, the County is not responsible for any damage to personal cell phones or pagers that occur during work hours.

**16.7 Inclement Weather/Natural Disaster.** Employees required to work during any Juvenile Court closure (for example during inclement weather or natural disaster) declared by the Presiding Judge or designee will observe the following:

16.7.1 Programming considerations will be made based on the number of staff who report to work.

16.7.2 Staff required to remain at work beyond sixteen (16) hours will have an interruptible eight (8) hour rest period paid at double time.

## ARTICLE 17. LABOR/MANAGEMENT COOPERATION

17.1 The Labor/Management Committee, hereinafter referred to as the Committee or LMC, shall be organized for the purpose of dealing with contract issues focusing on clarifying the intent and content of the labor contract, monitoring for unanticipated consequences of the labor contract and anticipating change. The Committee shall be comprised of the Representative of the Guild and up to three bargaining unit members selected by the Guild and up to four relevant management representatives.

17.1.1 The Committee shall normally meet quarterly, or as mutually agreed.

17.1.2 The Committee may adopt bylaws governing the operations of meetings and the range of issues to be discussed. Decisions will be made by consensus.

17.1.3 The Committee shall consider only those contract issues which are mutually agreed upon or otherwise designated in the bylaws of the Committee.

**17.2 Training and Development.** The Guild and the County agree that training is an integral part of the efficient operation of the Juvenile Detention Center. The parties shall collaborate in the development of training goals and opportunities for the term of this Agreement. As part of the LMC, the parties shall meet periodically to evaluate the training program. Management is committed to assuring equitable opportunity for training and encourages employees to submit requests.

**17.3** Training of all new hires and on-call will be provided through instruction from Leadworkers.

17.3.1 Whenever Juvenile Detention Officers, as opposed to Leads, are designated to provide training for new hires and on call employees, the Officer will receive a 5% premium for all hours training is provided. In this instance, "training" shall involve direct observation and instruction of the trainee in technical components of the work, which include Intake, Central Control and Report Writing rather than performing the work and providing explanation of the functions.

17.3.2 Management shall designate trainers on each shift.

**17.4 Specialty Training.** Employees who possess a specialized certification (such as CPR, defensive tactics) shall receive a 5% premium pay for all hours spent training staff. Preparation time of fifteen (15) minutes for each two (2) hours of scheduled training shall be included in the premium. All specialty training shall be scheduled and planned by management.

**17.5 Training Compensation.**

17.5.1 In County/Portland area training (on site/in community)

17.5.1.1 Employees will be paid for the posted hours of the training (i.e., if the training begins at 8:00 a.m. and ends at 3:00 p.m. that would be seven (7) hours of pay). If a lunch hour is included in training it will be paid time.

17.5.1.2 Posted training hours of four (4) hours or more will include a paid lunch of thirty (30) minutes.

17.5.1.3 Mandatory training and meetings scheduled by management (other than all-staff meetings) and not attached to a shift shall be a minimum of two (2) hours compensation or actual hours rounded to the nearest quarter hour, whichever is greater. Up to three (3) Guild executive board members who attend all-staff meetings and who share this information with the Guild members, will be paid as per this Article.

17.5.2 Out of County/Portland area training. Employees will be paid for the posted hours of the training as defined in Section 17.5.1.1 plus travel time and mileage if the employee drives a privately owned vehicle.

17.5.3 If the training is less than eight (8) hours the employee has the option to return to work and put in the hours needed to have a full eight (8) hours of pay or may utilize PTO or compensatory time to make a full work day.

## ARTICLE 18. DISCIPLINE AND TERMINATION

**18.1** It is hereby recognized and agreed that the County has the right to discharge, suspend or otherwise discipline a regular employee for just cause, subject to the grievance procedure. For the purposes of this Section, discipline is defined as oral or written warnings, suspension, demotion or discharge. Oral warnings are not subject to the grievance procedure and written warnings may only be appealed through Step 2 of the procedure.

**18.2** Newly hired employees shall serve a probationary period of six (6) months, plus any period of unpaid leave occurring during the probationary period. During the term of the probationary period, the County may discipline or discharge an employee at any time, with or without cause, and such discipline or discharge shall not be subject to appeal.

**18.3** Employees shall serve a six-month probationary period following promotion. An employee serving a probationary period after a promotion may be returned to his/her former classification for cause. In the event an employee is being returned to his/her former classification under this Section, he/she may bump the least senior employee in that classification in the department, provided the displaced individual has less seniority as defined by this Agreement.

**18.4 Personnel Files.** Disciplinary materials at the level of a written warning or higher shall be maintained in the official personnel file of the employee. Access to personnel files shall be limited to the employee, his/her authorized representative, officials of the County who have a business need for the access or as required by public records and freedom of information laws at the federal or state level. Employees shall have the right to review their files after providing reasonable advance notice and shall have the right to attach reasonable materials in explanation of or rebuttal to adverse materials. Adverse materials shall not be placed in the personnel file without the knowledge of the employee. Written warnings shall be removed after two (2) years if there are no related problems.

### **18.5 Voluntary Termination Procedure.**

**18.5.1 Resignation.** Any employee desiring to terminate employment with the County in good standing shall present a letter of resignation at least two (2) calendar weeks prior to the effective date of termination. The letter of resignation shall indicate the effective date and the reason for the resignation. Employees who quit without adequate notice may be ineligible for future employment with the County. The Appointing Authority may waive the two (2) week notification period.

**18.5.2 Retirement.** Employees who intend to retire through the PERS or LEOFF retirement systems should provide a maximum amount of written notice of their intention to retire.

**18.5.3 Abandonment of Position.** An employee who is absent from his/her position for three (3) consecutive days without notice or who otherwise indicates an intent to resign employment and fails to report for duty shall be considered to have abandoned his/her position, unless the failure to notify was clearly beyond the employee's control. In the event it was not the employee's intention to resign, absence without leave constitutes an adequate basis for discipline and an employee may be involuntarily terminated for action constituting abandonment of the position. The appointing authority will send a confirming notice to employees considered to have abandoned their positions.

**18.6 Indemnification.** Clark County shall protect, defend, hold harmless and indemnify for any damages, including court ordered attorney's fees, all covered employees and their respective marital communities against any and all claims or causes of action which arise as a result of alleged acts or errors and omission occurring within the scope of their duties and responsibilities or employment with Clark County. The County may elect not to provide indemnification for acts not undertaken in good faith, acts of misconduct or if the employee fails to fully cooperate with the defense of such action. Legal representation services will be provided by the Prosecuting Attorney's Office or outside counsel at the discretion of the County.

**18.7 Investigations of Employees.** The following procedure explains the steps to be taken in the investigation of an employee. This procedure will apply to all investigations at the applicable steps. The investigation will be completed within ten (10) business days from the complaint.

**18.7.1 Step 1. Intake of Complaint.** A youth request for a grievance (or grievance form) shall be referred to a leadworker unless a leadworker is being grieved, in which case the grievance will then be referred to a supervisor. The grievance will be written on a provided grievance form with a confidential envelope. Within thirty (30) days of the execution of this contract, the parties will agree upon a new grievance form, which will include a section for leadworker/management written results.

**18.7.2 Step 2. Initial Review.** Grievances generated by youths shall be reviewed and resolved (if possible) by the leadworker, unless the grievance involves allegation of sexual harassment, physical abuse, or racial or religious discrimination, which will be referred directly to management by the leadworker. The leadworker will write a report to the supervisor informing the supervisor of the result, findings and recommendations in the matter.

Management will review the leadworker's report and either follow it or continue a review and/or investigation if necessary. If management determines that a further investigation or review is not necessary, the leadworker will review the matter with the grieved employee, including the nature of the grievance and the results of the review and/or investigation. All legal and collective bargaining rights remain for the employee in this process.



**18.7.3 Step 3. Investigation.** If management decides to further investigate or review the matter, management will interview the employee, and the employee may choose to have a Guild Representative present. The employee shall have the right to receive any written or recorded information relevant to the investigation unless such disclosure would compromise the ability to investigate.

If the employee is disciplined and chooses to grieve the matter, the Guild Representative has the right to conduct an investigation and interviews on County time when the Guild Representative is approached by the employee.

## ARTICLE 19. LAYOFF AND RECALL

**19.1** The County may layoff an employee based on the elimination of the employee's position due to lack of work, lack of funds, reorganization, elimination of services/functions or other similar reasons. Additionally, employees may be laid off through displacement by an employee through the bumping procedure outlined in this Agreement. Employees who bump downward or accept vacant positions in a lower class shall be considered laid off from their former classification for the purpose of recall rights under this Article. Forced reduction of hours shall also be considered a layoff.

**19.2 Alternatives to Layoff.** The County will make every reasonable effort to avoid layoff of bargaining unit employees. Such efforts will include consideration of the following strategies to prevent or minimize the effects of layoffs:

19.2.1 Termination of non-critical temporary employees and consultants.

19.2.2 Temporary reduced work hours programs including reduced work weeks and furloughs/shutdowns.

19.2.3 Attrition-based programs such as early retirements and voluntary layoffs.

19.2.4 Reduction of paid leave balances or accrual rates.

The County will solicit Guild input as to available and desirable alternatives prior to any final decisions as to the necessity of the layoff. The County will negotiate with the applicable Guild to the extent that any alternative to layoff program impacts mandatory subjects of bargaining such as reduced work hours programs or paid leave reductions.

**19.3** In the event of layoff, the department shall determine the number of positions, by classification, to be eliminated. Selection of employees for layoff within each classification within the bargaining unit shall be based on seniority. Seniority is defined as total continuous service within the bargaining unit. In the event layoff of the least senior employees would result in an imbalance of male and female Detention Unit employees required by operational and legal requirements, some adjustment in layoff procedures may be necessary.

**19.4 Reassignment and Bumping Procedure.** In lieu of layoff, a regular employee may request reassignment to a position in a lower or equal classification in which the employee had attained regular status by successfully completing the probationary period. In such event, the employee may bump the employee with the least seniority in the classification to which reassignment is requested.

19.4.1 Employees shall receive ten (10) days notice of layoff, or pay in lieu thereof, and shall be presumed to desire to exercise their bumping rights. The department shall develop the final layoff list based on this presumption and shall notify all affected employees of the impending layoff. Employees who receive layoff notices and who do not wish to bump to a lower classification must notify the department within five (5) days.

19.4.2 An employee who bumps into a lower classification (i.e., one with a lower maximum base wage rate) shall initially be placed in the highest step in the lower range not exceeding his/her former base salary. An employee who is recalled from layoff status shall be placed at his/her former step.

19.4.3 Department employees who previously held positions within the Unit and who are subsequently laid off, or who fail to pass the promotional probationary period may be reassigned to a vacant position within the Unit, provided no current bargaining unit member would thereby be denied a reassignment opportunity in lieu of lay off.

**19.5 Recall Rights.** The names of regular employees who are laid off or displaced under this Article will be placed on the recall list for the classification previously occupied in order of seniority. Probationary employees serving an initial or promotional period who are laid off are not entitled to recall but may apply for or be considered for future positions.

19.5.1 Recall rights will remain in effect for a period of one (1) year following date of layoff. All available positions in a classification for which there is a recall list will be offered to employees on the recall list. Positions will be offered in order of seniority, provided the employee is qualified to fill the position. Employees shall have five (5) days to respond to recall notices or positions offered. Employees who do not respond to notices within five (5) days or decline positions offered shall be removed from the recall list.

19.5.2 Employees who are recalled under this Section shall maintain, but not accrue, seniority while on layoff status.

**19.6** The County shall pay a laid off employee's medical and dental insurance premiums through the end of the first calendar month following layoff.

## ARTICLE 20. GRIEVANCE PROCEDURE

### 20.1 Purpose and Scope.

20.1.1 The purpose of this Grievance Procedure is to establish effective machinery for the fair, expeditious and orderly adjustment of grievances. Only matters involving the interpretation, application, enforcement or alleged violation of an express provision of this Agreement shall constitute a grievance.

20.1.2 The parties agree that every effort should be made to resolve grievances informally with the first level supervisor or others, as appropriate, and to settle grievances at the lowest possible level. The grievant and/or the Guild and the appropriate County representative shall meet, if necessary, to attempt to resolve the grievance at any step.

20.1.3 A grievance may move to any level in the grievance procedure by written mutual agreement of the parties.

**20.2 Filing and Processing Requirements.** A grievance may be brought under this procedure by one or more aggrieved employees, with or without a Guild representative, or by the Guild as a class grievance (hereafter described as "the grievant"). No grievance shall be processed beyond Step 3 without Guild concurrence and representation.

20.2.1 Disciplinary grievances shall be initially submitted at Step 2. Grievances concerning written warnings may not be processed beyond Step 2.

20.2.2 Class or class action grievances of bargaining unit wide application shall be initially submitted at Step 3. Class grievances are those which would potentially have application across departmental lines and/or apply to a large number of employees covered by this Agreement, for example, interpretation of overtime work periods.

20.2.3 A written grievance shall be signed and dated and indicate the step at which it is being filed. Grievances not meeting the requirements of this Section shall not be considered officially filed or may not be moved to the next step until the missing information is provided, as applicable. Written grievances and responses shall address, at a minimum, the following points:

- a. The statement of the grievance/response and the facts upon which it is based;
- b. A statement of the specific provision(s) of the Agreement that is (are) the basis of the grievance/response;
- c. The manner in which the provision is purported to have been violated, misapplied or misinterpreted (or in which the provision supports the response);

- d. The date or dates on which the alleged violation, misinterpretation or misapplication occurred; and
- e. The specific remedy sought or offered.

### **20.3 Timelines.**

20.3.1 When computing deadlines under this Article, the day which triggers the deadline (contract violation, receipt of grievance, etc.) shall not be included. "Working days" means Monday through Friday, excluding holidays. Filing and response time limits shall be met by mailing, delivery or facsimile transmission. Receipt shall be considered to be the date of actual receipt. The time limits prescribed herein may be waived or extended by mutual agreement, in writing, by the aggrieved employee, or the Guild in a class grievance, and the appropriate County representative at each step.

20.3.2 A grievance not brought within the time limit prescribed for every step shall be considered settled on the basis of the last decision received by the grievant or the Guild. A grievance or complaint not responded to by the County representative may be moved to the next step in the procedure.

### **20.4 Steps.**

20.4.1 **Step 1.** This step involves seeking informal resolution with the Juvenile Services Manager for the Detention Unit. Informal resolution must begin within ten (10) working days of the occurrence of the grievance or the date the grievant knew or should have known of its occurrence.

20.4.2 **Step 2.** If unable to resolve the grievance informally with the Juvenile Services Manager for Detention, the grievant shall present the grievance in writing to the Juvenile Services Administrator within ten (10) working days, following efforts at informal resolution. The Administrator shall respond in writing to this grievance within ten (10) working days.

20.4.3 **Step 3.** If the grievance is not resolved at Step 2, the employee or Guild shall submit the written grievance to the Human Resources Director as the Board's designee for Labor Relations within ten (10) working days of receipt of the Administrator's response. The Human Resources Director shall respond in writing to this grievance within ten (10) working days.

20.4.4 **Step 4.** If the grievance has not been resolved, the Guild may refer the dispute to final and binding arbitration. The Guild shall notify the County in writing, of submission to arbitration within ten (10) working days after receipt of the County's written response in Step 3 above.

20.4.5 The above steps shall include meetings between the parties at the request of either party to facilitate resolution of the grievance.

**20.5** The Guild and the County shall endeavor to mutually agree upon an arbitrator. If a mutually acceptable arbitrator cannot be determined within ten (10) working days, the Guild shall, within an additional ten (10) working days, request a list of eleven (11) qualified neutrals (or as many as are available) from the Federal Mediation and Conciliation Service (FMCS) who shall reside in Oregon and Washington and be members of the National Academy of Arbitrators. Each party shall have the right to reject one panel in its entirety and request that a new panel be submitted, within ten (10) working days after the receipt of the list. Within ten (10) working days after receipt of the list, the parties shall either mutually agree or alternately determine an arbitrator by striking the names on the list, and the remaining name shall be the arbitrator. The party striking first shall be determined by a coin flip.

**20.6** The arbitrator shall have the power to issue and enforce subpoenas in accordance with Chapter 7.04 RCW. The arbitrator shall not have the power to add to, subtract from, or modify the provisions of this Agreement in arriving at a decision of the issue or issues presented, and shall confine his/her decision solely to the interpretation, application, or enforcement of this Agreement. The arbitrator shall confine him/herself to the issues submitted for arbitration, and shall have no authority to determine any other issues not so submitted to him/her. The decision of the arbitrator shall be submitted within thirty (30) days and shall be final and binding upon the employees, Guild and County. The arbitrator's decision shall be in writing and within the scope and terms of this Agreement.

**20.7** Each party shall be responsible for compensating its own representatives and witnesses. If either party desires a verbatim transcript of the proceedings, it shall pay the costs of the court reporter and of the arbitrator's copy of the transcript. Should both parties desire a copy of the transcript, they shall share the costs of the court reporter and of the arbitrator's copy of the transcript. The losing party shall bear the fees and expenses of the arbitrator.

**20.8** It is agreed that the grievance procedure is intended to be the exclusive remedy for resolving contractual disputes that may arise out of the interpretation or application of this collective bargaining agreement and that taking an issue to arbitration shall constitute a waiver of the right of the Guild to litigate the subject matter in any other forum.

**20.9 Mediation-Arbitration (Med-Arb).** As an alternative or supplement to the grievance procedure, or for such other purposes as the parties may mutually determine, the parties may invoke a mediation-arbitration process to resolve grievances or other issues between them as provided herein. As contemplated by this Section, mediation-arbitration involves the use of a third party, first to serve as a mediator, using contemporary mediation techniques, then, if that process fails to achieve a resolution, to arbitrate or direct a solution, which shall be binding on both parties. A decision to utilize med-arb shall be voluntary by both parties and subject to the following understandings:

20.9.1 The mediator-arbitrator shall be a mutually acceptable PERC staff representative, or in the alternative, the parties may share equally the cost of employing a fee-basis mediator-arbitrator. The parties may choose to strike names from a list, employ a standing panel or select on a case-by-case basis.

20.9.2 If the parties agree to enter into mediation-arbitration, the mediator shall first attempt to assist the parties in achieving a voluntary resolution. If none can be achieved, the mediator-arbitrator shall be empowered to fashion a remedy or resolution, which shall be binding upon both parties.

20.9.3 If the mediation process fails to produce a settlement, it is envisioned that the arbitrator will issue a "bench decision," based on his/her understanding of the positions of the parties gained through the mediation step and a formal hearing with exhibits, testimony, briefs, evidence, etc. is not expected to be necessary or required.

## ARTICLE 21. DEFINITIONS

### 21. For purposes of this Agreement, the following definitions shall apply:

21.1 **Department:** Clark County Juvenile Department, Detention Unit.

21.2 **Immediate family:** For the purposes of sick leave usage, immediate family is defined as spouse, dependent children incapable of self care and parents or the step/in-law equivalents. Sick and/or unpaid leave may be allowed to care for such other relatives and in such circumstances as required by state and federal leave laws and administrative regulations. For the purposes of bereavement leave, eligible family members are the spouse, children, parents, brother, sister (or the step and in-law equivalents), grandparents, grandchildren, or other relatives living in the employee's household.

21.3 **Regular full-time employee:** An employee who is in a regular budgeted position and whose work schedule is intended to be not less than forty (40) hours of work per week.

21.4 **Regular part-time employee:** An employee who is in a regular budgeted position and whose normal work schedule is less than forty (40) but not less than twenty (20) hours per workweek on a continuing basis.

21.5 **Seniority:** Seniority shall be defined as total continuous service within the bargaining unit.



## ARTICLE 22. SCOPE AND DURATION

**22.1 Entire Agreement.** This Agreement constitutes the entire agreement between the parties and concludes collective bargaining for its term subject only to a desire by both parties to mutually agree to amend or supplement at any time. The County and the Guild voluntarily and unqualifiedly waive the right, and each agrees that the other shall not be obligated to bargain collectively with respect to any subject matter referred to or covered by this Agreement. With respect to subjects not covered by this Agreement, the parties agree that the County may temporarily implement changes pending the outcome of any bargaining required by RCW 41.56.

**22.2 Savings Clause.** Should any article, section, or portion thereof, of this Agreement be held unlawful and unenforceable by any court of competent jurisdiction or any administrative agency having jurisdiction over the subject matter, such decision shall apply only to the specific article, section, or portion thereof directly specified in the decision. Upon the issuance of any such decision, the parties agree to immediately negotiate a substitute, if possible, for the invalidated article, section, or portion thereof. All other portions of this Agreement, and the Agreement as a whole, shall continue without interruption for the term hereof.

**22.3 Duration and Renewal.** All provisions of this Agreement shall be effective on the first day following signing with the exception of salaries, which shall be effective as of the dates identified in Section 10.4. It shall remain in full force and effect through to the 31st day of December 2012. The Guild will agree to implement a Substance Abuse Free Policy (draft presented by County 02-01-2007) when the County implements a County-wide policy with non-represented employees. The final version of the Substance Abuse Free Policy will be bargained during Labor-Management committee meetings.

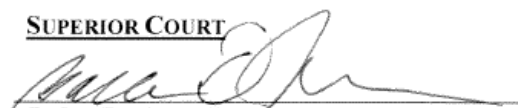
**APPROVAL**

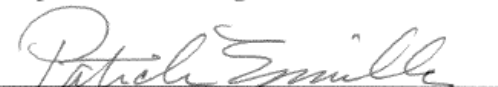
This Agreement entered into between Clark County and the Juvenile Detention Officers' Guild was formally signed and approved on the \_\_\_\_\_ 16th \_\_\_\_\_ day of August 2011.


**Board of Clark County Commissioners**

  
\_\_\_\_\_  
Tom Mielke, Chair

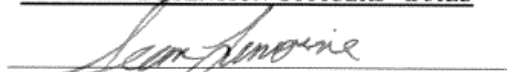
**SUPERIOR COURT**

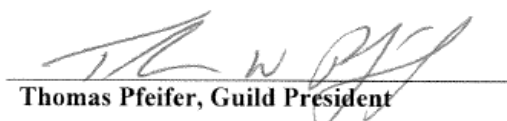
  
\_\_\_\_\_  
Judge Barbara Johnson,  
Superior Court Judge

  
\_\_\_\_\_  
Patrick Escamilla,  
Juvenile Court Administrator


  
\_\_\_\_\_  
Timothy Oberheide, Juvenile Court  
Manager

**JUVENILE DETENTION OFFICERS' GUILD**


  
\_\_\_\_\_  
Sean Lemoine, Attorney for the Guild


  
\_\_\_\_\_  
Thomas Pfeifer, Guild President

  
\_\_\_\_\_  
Paul Coiteux, Guild Officer

  
\_\_\_\_\_  
Jim Castleberry, Guild Negotiator

**CLARK COUNTY**

  
\_\_\_\_\_  
Francine M. Reis, Human Resources  
Director

  
\_\_\_\_\_  
Laurie Bourcier, Human Resources  
Representative

**EXHIBIT A**

**JUVENILE DETENTION OFFICER'S SALARY SCHEDULE**

| <b>Effective January 1, 2010 - 0% Increase</b> |           |                               |               |          |          |          |          |          |
|--|-----------|-------------------------------|---------------|----------|----------|----------|----------|----------|
| <b>Table</b>                                   | <b>Rg</b> | <b>Title</b>                  | <b>Step 1</b> | <b>2</b> | <b>3</b> | <b>4</b> | <b>5</b> | <b>6</b> |
| JV   | 604       | Juvenile Detention Officer    | 19.19         | 20.16    | 21.14    | 22.19    | 23.34    | 24.97    |
| JV   | 606       | Juvenile Detention Leadworker | 21.88         | 22.98    | 24.10    | 25.30    | 26.61    | 28.47    |

| <b>Effective January 1, 2011 - 0% Increase</b> |           |                               |               |          |          |          |          |          |
|--|-----------|-------------------------------|---------------|----------|----------|----------|----------|----------|
| <b>Table</b>                                   | <b>Rg</b> | <b>Title</b>                  | <b>Step 1</b> | <b>2</b> | <b>3</b> | <b>4</b> | <b>5</b> | <b>6</b> |
| JV   | 604       | Juvenile Detention Officer    | 19.19         | 20.16    | 21.14    | 22.19    | 23.34    | 24.97    |
| JV   | 606       | Juvenile Detention Leadworker | 21.88         | 22.98    | 24.10    | 25.30    | 26.61    | 28.47    |

| <b>Effective January 1, 2012 - 2% Increase</b> |           |                               |               |          |          |          |          |          |
|--|-----------|-------------------------------|---------------|----------|----------|----------|----------|----------|
| <b>Table</b>                                   | <b>Rg</b> | <b>Title</b>                  | <b>Step 1</b> | <b>2</b> | <b>3</b> | <b>4</b> | <b>5</b> | <b>6</b> |
| JV   | 604       | Juvenile Detention Officer    | 19.57         | 20.56    | 21.56    | 22.63    | 23.81    | 25.47    |
| JV   | 606       | Juvenile Detention Leadworker | 22.32         | 23.44    | 24.58    | 25.81    | 27.14    | 29.04    |

## **EXHIBIT B**

### **CLOTHING AND SAFETY GUIDELINES**

#### **Introduction**

Through the collective bargaining agreement, management committed to Juvenile Detention employees that uniforms for bargaining unit members would be purchased. Although there are a variety of reasons that the Administrator, Detention Manager and employees decided that uniforms would be in everyone's best interests, a key goal was to create a professional and uniform appearance among the Detention employees. The Administrator believes that the professional and uniform appearance will improve the provision of services to juveniles and their parents.

The uniforms for employees include County purchased polo shirts with embroidered logo and Detention staff designation, lightweight navy blue jackets with logo, and an annual allowance for purchasing black, dark blue or khaki BDU-style pants or dark blue denim jeans. Additionally, outerwear garments consisting of a sleeveless or long-sleeved fleece with logo may be worn at the employee's discretion. Each employee will receive six shirts, a jacket and fleece outerwear.

#### **Clothing Guidelines**

In the interest of establishing a uniform appearance and enhancing professional performance, Detention staff is presented with the following expectations:

- Juvenile Center issued clothing is to be worn only to work and for work purposes.
- Uniform clothing is to be clean and neat.
- Uniform shirt replacement will occur semi-annually in August and February and is based upon wear. Employees will notify the manager, turn in the damaged shirts and receive replacement shirts up to a limit of three per each semi-annual period. Shirts needed in excess of these limits will be purchased by the employee.
- To maintain consistent uniform appearance, all Detention employees will have shirts tucked into pants.
- Tee shirts or turtlenecks, long or short sleeved, may be worn under the uniform shirt. Solid-colored undershirts may be white, gray, black or blue.
- Uniform shirts and jackets must be returned to the Juvenile Court upon separation from employment.
- Footwear will be closed-toe style, such as athletic shoes. Rubber soles have some advantages on the cement floors of the Detention Unit.
- With the exception of hairnets or hats within the kitchen, hats or other head coverings are not part of the uniform and are inappropriate inside the facility.

## **Safety Guidelines**

The safety of juveniles within the Juvenile Court's care and the staff providing them care is of critical importance to the Juvenile Court Administrator. In addition to the stringent safety requirements posed by federal and state laws, the Administrator has identified several safety-related guidelines. Generally, these generate from a need to insure that the juveniles do not have access to anything that could be pulled or jerked, resulting in injury to anyone or damage to goods and that the Detention Unit can meet legally required standards. These are listed below:

- Earrings may be worn provided they are no longer than 1/2 inch below the ear, not hooped and limited to the ear.
- Necklaces may be worn provided they are worn under the polo shirt and do not interfere with movement nor create a hazard.
- Rings may be worn provided they are flat with minimal protrusion.
- Bracelets and watches may be worn provided they are snug to the wrist such that no one could easily grab them.
- Fingernails are expected to be short enough to prevent scratching or injuring juveniles and to prevent breakage of safety gloves. Generally this means that fingernails are no longer than 1/4 inch beyond the fingertip.
- Airborne pathogen safety precautions require that protective safety masks fit securely. Facial or other hair, which prohibits appropriate seal with the employee's skin may necessitate a specialty mask. Absent medical documentation of the necessity for facial hair, cost for specially ordered masks to accommodate facial hair is the employee's responsibility.

## **EXHIBIT C**

### **PROCEDURES FOR ASSIGNMENT OF OVERTIME USING THE RSL**

1. Attempt to cover Detention Officer sick calls or absences with On-Call staff. If none available print out the Overtime (OT) RSL and check the RSL binder to assure that the latest changes were updated. Write in the lower left hand corner the On-Call staff called. Only management, leadworkers, or their designee shall make phone calls.
2. In the lower right hand corner write in who called in sick or absent.
3. Determine the number of hours needed prior to making calls for OT.
4. If covering a Leadworker position make a note on the RSL as only certain staff will be called.
5. Start at the top of the RSL, note the date, time, who called, accepted, number of hours, refused, and message left.
6. If while calling for overtime, additional hours of overtime become necessary, stop and start a new sheet for additional hours to be filled. Offer all hours needed.
7. Note who accepted OT and number of hours. If four (4) hours or more are accepted, move the person to the bottom of the H drive RSL or by hand if you are unable to access the H Drive RSL.
8. Once the overtime is filled and the RSL is updated, make a copy. When the RSL is utilized, a copy of the RSL will be placed in a binder in Intake and the original is retained by management.
9. If an anytime there are questions or problems, contact the Duty Officer or Detention Supervisor.
10. If two numbers are listed, call both numbers.
11. In the event that the H drive RSL has not been updated, the staff making the call will print a copy of it – refer back to the RSL binder and update by hand the hard copy they have just printed off and then call from this hand updated list they made. Make a copy of it when opening is filled and place it in the RSL binder with the original retained by management.

**EXHIBIT D**

**CLARK COUNTY JUVENILE DETENTION OFFICER'S GUILD**

**DUES DEDUCTION  
AUTHORIZATION FORM**

Employee \_\_\_\_\_ Job Title \_\_\_\_\_

Address \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_

Department \_\_\_\_\_ SSN: \_\_\_\_\_ Phone \_\_\_\_\_

Bargaining Unit: CLARK COUNTY JUVENILE DETENTION OFFICER'S GUILD

Means of Appointment:  New Hire  Other Date \_\_\_\_\_

Religious tenets exemption. Donation to charitable organization (separate form).

Dues and fees:

Initiation Fee: \$100.00 Payment Schedule: \$ \_\_\_\_\_ X \_\_\_\_\_ Pay Period  
(minimum \$12.50 a pay period)

Monthly Dues: \$35.00 \$17.50 per pay period

\*It will be the responsibility of the employee to be sure the minimum amount of dues has been deducted from their payroll. If the employee is off and in a no-pay status, the responsibility of the minimum monthly dues must be paid in order to avoid any lapse in their Guild coverage.

Payroll Deduction Authorization:

I authorize deduction of the above amounts by payroll deduction and remittance to the labor organization listed above.

**Employee Signature** \_\_\_\_\_

**Date** \_\_\_\_\_

## APPENDIX A

### MEMORANDUM OF UNDERSTANDING REGARDING HEALTHCARE BENEFITS

This is a Memorandum of Understanding between the undersigned parties creating a Clark County Multi-party Healthcare Committee.

**Purpose:** It is the purpose of the Healthcare Committee, working within the negotiated parameters, to seek a balance between the continuance of the quality of care traditionally provided to the County's represented employees and keeping the parties' costs to a minimum, while meeting legal and contractual obligations.

**Committee Membership:** The Committee shall be comprised of two representatives from each bargaining unit (including representation from their respective union staff), two representatives from the ranks of the non-represented employees and up to eight representatives from management provided that bargaining unit representation shall always make-up no less than two-thirds (2/3) of the total membership.

Ratification of this Memorandum of Understanding by the signatories shall empower each party's selected representatives to reach a binding decision. Such decisions shall be reached by a two-thirds (2/3) majority of all members of the Committee present or via proxy. Members who will be absent during a meeting may participate in decisions by submitting a vote by proxy.

One union representative and one management representative will be selected to serve as meeting coordinators who will set meeting times and places, prepare agendas and arrange for meeting minutes to be prepared and distributed.

**Parameters of the Committee:** The Committee is authorized to determine healthcare benefits for the parties based upon the following parameters:

- The Committee shall research and make decisions about the structure, coverage, design, and plans, excluding eligibility, of medical, vision and dental insurances provided to employees.
- If costs exceed the "Per Employee Per Month" composite budget (as set forth below), employees will be responsible for contributing the amount above the budgeted amount; not to exceed five percent (5%) for 2011 and seven percent (7%) for 2012 of the new composite rate. Tiered rates or contribution formulas may cause *individual* contributions to exceed 5% or 7% respectively.
- The Committee shall determine the cost distribution for the payment of insurance premiums between that portion contributed by the County and that which may be contributed by the employee. Employee contributions shall be applied equally regardless of plan provider (i.e. Kaiser, Regence and WDS).



- The Committee shall meet on County time but the County shall not be required to pay overtime to any member due to the scheduling of daytime meetings outside some members' normal work shifts. Committee members meeting outside of their regularly scheduled shift will be permitted to flex or adjust schedules if possible to accommodate meeting attendance.
- As the last item on its agenda, the Committee shall draft and publish an update of every meeting.
- Departments within the County will promptly provide all requested information about insurance that is in the possession of the Departments.
- The Committee will set meeting dates as determined necessary.

**Budget for the Committee:** The County's financial commitment to funding healthcare benefits shall be limited per the budget formulas identified below. These will initiate from the 2009 budget of \$1,194.51 per employee per month. The table below identifies the budget within which the Committee will work to make decisions regarding healthcare.

| Year | Percent Increase | Per EE Per Mo. |
|------|------------------|----------------|
| 2010 | 0                | \$1,194.51     |
| 2011 | 0.04506          | \$1,248.33     |
| 2012 | 0.0023           | \$1,251.20     |

- The Committee is also tasked with providing cost projections for the 2013 benefit year.

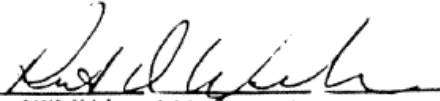
**Decision making:**

- **Changes:** During the term of this MOU, the Healthcare Committee may modify this Agreement by a 2/3 majority. Any such modifications shall not need further ratification. However, any such modification must be in keeping with the spirit of this MOU as originally created.
- The Committee may choose to work with a Mediator. The Mediator shall not be a voting member of the Committee. However, if the Healthcare Committee is unable to reach a decision for any benefit year by October 1st, the Mediator shall direct a solution. Such solution shall be binding on all parties to this Memorandum of Understanding. The Mediator's solution shall be within the parameters outlined above, based upon her/his understanding of the positions of the parties gained through the mediation process. Therefore a formal hearing shall not be necessary.
- If any costs are attached to the mediator's work they shall be paid as follows: Clark County 50%; the remaining fees shall be divided equally among the participating units.

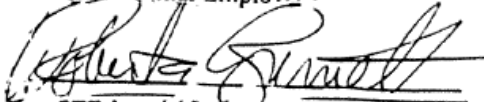
This MOU is covered under the grievance provisions of the collective bargaining agreements for purposes of the parties' compliance with the terms and conditions contained herein.

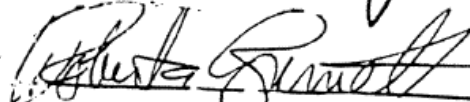
This MOU shall expire December 31, 2012.

**SIGNATURES:**

  
OPEIU Local 11, Office &  
Professional Employees

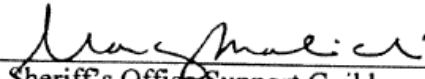
  
IAM and AW Lodge 1432


  
PTE Local 17, Engineers & Other  
Professionals

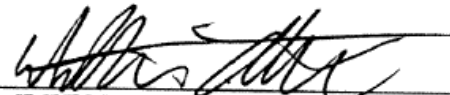
  
PTE Local 17, Appraisers & Other  
Professionals

  
LIUNA Local 335, Hea Care  
Division

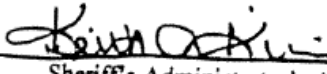
  
Information Technology Guild

  
Sheriff's Office Support Guild


  
AFSCME Local 307CO, Public Works  
& Community Development

  
ILWU Local 8 Medical Examiner's Unit

  
Francine M. Reis, Human Resources  
Director

  
Sheriff's Administrator's Association

  
Tom Mielke, Chair - Board of County  
Commissioners

  
Juvenile Detention Officers' Guild

  
Clark County Dispatchers Guild

## APPENDIX B.

### SUBSTANCE ABUSE FREE WORKPLACE

**Statement of Principle.** Clark County Government and the Clark County Juvenile Detention Officers' Guild, in keeping with the provisions of the Drug-Free Workplaces Act of 1988, are committed to providing and maintaining a substance abuse-free working environment for the safety, physical and mental health of all employees and the public whom we serve.

Any unlawful manufacture, distribution, dispensation, possession, use or working under the influence of an illegal drug or controlled substance in or on any County facility, vehicle or while on County business is strictly prohibited. Consumption of alcohol is prohibited for employees while on duty (including any breaks, lunches, etc.) or while in a designated "on-call" status or two (2) hours following an accident or incident (unless a breath alcohol test has already been performed).

Clark County has established a drug awareness program which includes, but is not limited to, the following confidential employee services:

1. Drug counseling and rehabilitation available through the County's medical insurance plans
2. Employee Assistance Program (EAP) that may assist in counseling employees with substance/alcohol abuse problems
3. Clark County Dept. of Community Services: Alcohol and Drug Services Program

Any employee found to be in violation of the County's Substance Abuse Free Workplace Policy may be subject to a requirement to participate satisfactorily in an abuse assistance or rehabilitation program approved for such purposes by a federal, state, local health, or appropriate agency approved by Clark County, and/or discipline up to and including termination.

**Covered Classifications.** All classifications within the Guild's bargaining unit are covered by this Article.

#### **Drug or Alcohol Tests Required.**

**Reasonable Suspicion.** To be conducted when a supervisor becomes aware of specific indicators characteristic of prohibited drug (including alcohol) use or possession which may include:

- a. Direct observation of drug use or possession

b. Direct observation of the physical symptoms of being under the influence of a drug, such as motor functions or speech, abnormal conduct or erratic behavior which may or may not be preceded by:

1. An on-the-job accident resulting in an injury to the employee or others requiring medical attention beyond first aid and/or results in significant property damage to county or others' property

2. An on-the-job unsafe practice that endangers the employee or others or risks significant property damage to county or others' property

c. An arrest for a drug-related offense

d. Information that is provided by reliable and credible sources and has been independently corroborated

e. Evidence that the employee tampered with a previous drug test

f. The opinion of a medical/substance abuse/chemical dependency professional employed at the worksite that an employee is using an illegal controlled substance

The supervisor will request another supervisor's (management and/or HR) opinion (both supervisors must agree) prior to requesting an employee to take a reasonable suspicion drug/alcohol test. At this time, the employee shall be informed of the right to Guild representation. This will not be construed as an opportunity for an employee to delay testing. Employees may not operate county motor vehicles or equipment after being notified that a reasonable suspicion test is warranted. Additionally, employees believed to be under the influence or impaired for any reason shall be transported to the testing site. Following the testing, the employee will be transported home via a local cab company, at the County's expense, or provided the opportunity to contact a non-duty-employee or non employee for a ride. The employee will be informed that the law enforcement authorities shall be notified of his/her vehicle license number if the employee insists on driving. In no case will a supervisor or other on-duty employee transport the employee.

Testing shall take place as soon as practicable. An employee subject to such testing is expected to remain readily available to undergo the tests. However, this should not be construed to require the delay of necessary medical attention for injuries or to prohibit an employee from leaving the scene of an accident or incident if necessary to obtain assistance to respond to the accident or incident or to obtain emergency medical care. In all circumstances the employee will be transported to the testing site. An employee waiting to be tested will remain in paid status from the time of the accident/incident until testing is completed.

Employees who test negative will be transported back to the duty station and remain on paid status for the completion of the shift or if normal work hours are exceeded, until leaving the normal place of work. Employees whose tests are not immediately available will be transported from the test site to their residence via a local cab company at the County's expense. Employees, who leave the scene of an accident or incident inappropriately, will be considered to have refused to test and will be subject to discipline up to and including termination.

**Refusal to Test.** Refusing or failing to submit an adequate specimen for drug or alcohol testing or specimen tampering during specimen collection, as defined by the **Medical Review Officer (MRO)**, constitutes insubordination and will be treated as if the employee has tested positive. The employee will be evaluated by a Substance Abuse Professional (SAP) or Chemical Dependency Professional (CDP) and will be subject to discipline up to and including termination.

**Refusal to test includes:**

- Refusal to take a drug or alcohol test
- Tampering with or attempting to adulterate the specimen or collection procedure
- Not reporting to the collection site in the time allotted, or
- Leaving the scene of an accident or incident without a valid reason before testing
- Providing false or inaccurate information

**Drug/Alcohol Testing Processes.** Drug and alcohol testing shall be conducted in strict accordance with federal regulations to ensure accuracy, reliability, and confidentiality. Testing records and results will be released only to those authorized by the federal drug and alcohol testing rules to receive such information. Clark County will make every appropriate effort to protect the employee's privacy and dignity during the sample collection, testing and notification process.

**Drug Testing.** Specimen collection for drug testing will conform to the standards of 49CFR part 40 to maintain documented chain of custody and assure sample reliability. Drug test collections will be conducted either at the MRO's office during normal business hours or at Southwest Washington Medical Center or Legacy Salmon Creek Hospital outside of normal business hours. The specific procedure used for testing is as follows:

- The collection site personnel will obtain the appropriate urine custody and control forms and inspect the collection room.
- The donor will be asked to present picture identification to the collection site person.
- The donor will check belongings and remove unnecessary outer garments.
- Donor will wash hands, take the collection cup and enter the privacy enclosure to collect at least forty-five (45) milliliters of specimen unobserved.
- The collector records the temperature of the specimen.

- The collector will split the specimen into two bottles.
- The collector will label and seal both bottles in front of the donor.
- The custody and control form will be completed, transferring custody from the donor through the collector to the laboratory courier.
- The split specimen will be placed in secure storage until shipped for analysis.

The integrity of the testing process is ensured through a variety of methods. The collection site is secured when not in use, access to the site is restricted during specimen collection, water sources are controlled to discourage specimen adulteration, trained site collection personnel carefully follow prescribed procedures, specimens are labeled and sealed in front of the donor, custody and control forms are used, specimens are left in locked storage, and the laboratories used for analysis must meet strict standards to be certified by the Substance Abuse and Mental Health Services Administration (SAMHSA)

The initial drug screen shall use the Immunoassay (EMIT) process and the confirmatory test will be by gas chromatography/mass spectrometry. The drug testing results will be reviewed and positive tests interpreted by the MRO. The following tests and positive test levels shall be used:

|                              | <u>Initial</u> | <u>Confirmation</u> |
|------------------------------|----------------|---------------------|
| Marijuana and metabolites    | 50 ng/ml       | 15 ng/ml            |
| Cocaine and metabolites      | 300 ng/ml      | 150 ng/ml           |
| Amphetamines and metabolites | 1000 ng/ml     | 500 ng/ml           |
| Opiates                      | 2000 ng/ml     | 2000 ng/ml          |
| Phencyclidine (PCP)          | 25 ng/ml       | 25 ng/ml            |

**Alcohol Testing.** The alcohol test will be performed using an **Evidential Breath Testing (EBT)** device that is approved by the **National Highway Traffic Safety Administration (NHTSA)** and administered by a trained **Breath Alcohol Technician (BAT)**.

The alcohol testing process will consist of the following steps:

- Upon arrival, the employee will be shown to the testing site. The site will afford the employee privacy during the process.
- The employee will provide picture identification to the BAT for inspection.
- The BAT will explain the test process and will, with the employee, complete the Alcohol Testing Form.
- The BAT will open a sealed disposable mouthpiece in view of the employee and attach it to the EBT device for a screening test.
- The employee will blow forcefully into the mouthpiece and be shown the result.
- If the test result is less than .04 the test will be recorded as negative.
- If the initial test indicates an alcohol concentration of .04 or greater, a second confirmatory test will be conducted at least 15 minutes, but not more than 20 minutes, after the initial test.

- Before the confirmatory test is conducted, the BAT shall conduct an airblank test which must read 0.00 to proceed.
- The confirmatory test will be conducted using the same procedures as the screening test with the exception of the post-test airblank.
- The result of the confirmatory test is considered to be the final result.

The integrity of the alcohol testing process is ensured through the external calibration checks required on the EBT device, the security of the testing site and EBT device, and the strict testing procedures required to produce a valid test.

### **Positive Test Results.**

An employee who tested .04 or greater for alcohol or fails to pass a drug test will be removed from the performance of his/her job, and evaluated by a substance abuse professional. An employee may substitute any available vacation, floating holiday or comp time for the non-pay status.

An employee who tests positive for illegal drugs or controlled substances will be removed from the performance of his/her job, and evaluated by a Substance Abuse Professional (SAP) or Chemical Dependency Professional (CDP).

An employee who tests positive for drugs shall have the right to challenge the accuracy of the test results. The employee may request that the original sample be analyzed again. Such request must be made within 72 hours of when the MRO made the employee aware of the original test results.

### **Pay Status**

If an employee is removed from his/her job prior to or during an investigation, they shall be in a pay status pending outcome of the investigation and/or disciplinary action. Employees shall be advised of their right to Guild representation during any investigatory interview or meeting which could reasonably be expected to lead to disciplinary action.

Employees who have satisfied any disciplinary action and who are in a recognized treatment program for a drug or alcohol problem may use available sick leave, floating holiday, accrued vacation or comp time for counseling and treatment.

### **Return to Duty and Follow-up Testing.**

An employee who tests positive for an illegal drug, controlled substance and/or alcohol will generally be allowed to return to duty following compliance with all treatment recommendations of the SAP or CDP. Employees who test positive a second time for an illegal drug, controlled substance or alcohol or who fail to comply with treatment requirements (as determined by the SAP or CDP) will be subject to discipline up to and including termination.

Follow up testing will be conducted when an individual who has violated the prohibited substance abuse conduct standards returns to work. Follow-up tests are unannounced and will be conducted-as recommended by the SAP or CDP. Employees testing positive during the follow-up testing period will be subject to discipline up to and including termination.

### **Employee Rights and Responsibilities.**

The County will keep confidential all testing results.

If at any point the results of the testing procedures specified in the Drug & Alcohol Testing Processes section of this is negative, all further testing shall be discontinued. The employee will be provided a copy of the results, and all other copies of the results (including the original) will be maintained in the Human Resources Department.

An employee, who voluntarily seeks assistance concerning a drug or alcohol problem, prior to reasonable suspicion, shall not be disciplined by the employer and will be immediately referred to the County's EAP. Employees may use available sick leave, floating holiday, accrued vacation or comp time for counseling and treatment.

An employee not designated "on-call" and requested to report to work shall inform their supervisor of any inability to work due to the consumption of alcohol or drugs which may impair the employee's ability to safely perform his/her job. Under this Section, an employee will not be subject to discipline for advising the employee's supervisor of his/her inability to work.

All employees who must use a prescription drug that causes or results in adverse side effects (e.g., drowsiness or impaired reflexes or reaction time) shall inform their supervisor that they are taking such medication according to the advice of a physician. Such employees are responsible for informing their supervisor of the possible effects of the drug and their performance and expected duration of its use. If the prescription drug use could cause productivity or safety problems, a supervisor may grant the employee sick leave or temporarily assign the employee different duties, if available.

Employees are required, in compliance with this Substance Abuse Free Workplace Policy, to notify the County of any criminal statute conviction for a substance abuse related violation occurring in the workplace no later than five (5) working days after such conviction.



## **Education and Training.**

All supervisors and first level managers will be required to attend a training course which will cover this policy, the effects of illegal drugs, controlled substances and/or alcohol abuse in the workplace, behavioral symptoms of being under the influence of drugs and alcohol, and rehabilitation services available. Guild shop stewards will be invited to attend the above training. Employees attending the training will be on paid status. Refresher courses will be offered periodically and will also be on paid status.

All employees will receive a copy of this Section, informational materials about the effects of controlled substances/alcohol in the workplace and rehabilitation services available.

## **Record Retention.**

The drug and alcohol records will be maintained in the Human Resources department in a secure location with controlled access, in accordance with HIPAA guidelines. The following records shall be maintained for five (5) years:

- Records of alcohol test results indicating an alcohol concentration of .04 or greater.
- Records of verified positive drug test results.
- Documentation of refusal to take a required alcohol/drug tests.
- Drug and Alcohol related evaluations and referrals.

Records of negative and canceled drug tests and alcohol test results with a concentration of less than .04 shall be expunged immediately unless following a valid positive test and in that case subject to the same retention as the positive test.

The County shall provide copies of these records to other employers when former County employees have applied for employment with those employers and have written and signed a release form authorizing the County to release such information.

## **Laws & Regulations**

Should the federal or state government requirements change, the parties agree to negotiate the impact of the change on mandatory subjects of bargaining.