

CLARK COUNTY STAFF REPORT

DEPARTMENT: Sheriff's Office and Human Resources

DATE: December 13, 2016

REQUESTED ACTION: Approve Collective Bargaining Agreement (CBA) between Clark County and the Clark County Sheriff Administrator's Association

Consent Hearing County Manager

BACKGROUND

The new collective bargaining agreement presented with this staff report represents the outcome of productive negotiations where the parties explored the issues and found solutions in representing the best interest of everyone involved. The management negotiating team believes the resulting Labor Agreement acknowledges budget constraints for salaries and benefits, and the quality work of Commanders in the Sheriff's Office.

The Association voted to ratify the agreement on or about November 23, 2016. We are recommending approval by the Board of County Councilors.

The Agreement covers the period of January 1, 2016 through December 31, 2018. Key elements of the agreement include:

- Change in term and expiration date of the Collective Bargaining Agreement to December, 31, 2018
- Medical, Dental and Vision Plan expenditures continue to be shared by the County and the Guild with a premium cost split of 95%/5%
- Insurance and benefits eligibility language changes consistent with revised laws, regulations and County policy
- General wage increase and pay range adjustments:
 - 2.5% effective retroactively to Jan. 1, 2016
 - 2.5% effective Jan. 1, 2017
 - 2.25% effective Jan. 1, 2018

Other key changes include:

- Enforcement Commanders to receive an additional step (Step 10) in their pay range.
- Correction Commanders to receive \$300 for any assigned 14-day CDO rotation in lieu of current PDO accruals.
- Enforcement Commanders shall receive an additional \$100 for each 14-day CDO rotation. The additional lump sum will be retroactive to January 1, 2016.

COUNCIL POLICY IMPLICATIONS

This request contains no implications to Council policy.

ADMINISTRATIVE POLICY IMPLICATIONS

The provisions negotiated into these contracts are in keeping with current county philosophy regarding wages, hours and working conditions for Clark County employees, and recognizes the budget constraints of the County.

COMMUNITY OUTREACH

This recommendation affects the employees of this one (1) bargaining unit. The county and the Association negotiated these changes in the terms and conditions of employment as required under RCW 41.56. The Association has voted to ratify this agreement.

mjs
OK

BUDGET IMPLICATIONS

| YES | NO | |
|-----|----|--|
| X | | Action falls within existing budget capacity. |
| | X | Action falls within existing budget capacity but requires a change of purpose within existing appropriation |
| | X | Additional budget capacity is necessary and will be requested at the next supplemental. If YES, please complete the budget impact statement. If YES, this action will be referred to the county council with a recommendation from the county manager. |

BUDGET DETAILS

| | |
|--------------------------|--|
| Local Fund Dollar Amount | |
| Grant Fund Dollar Amount | |
| Account | |
| Company Name | |

DISTRIBUTION:

Board staff will post all staff reports to The Grid. <http://www.clark.wa.gov/thegrid/>

Chuck E. Atkins

Chuck E. Atkins,
Clark County Sheriff

Kathleen Otto

Kathleen Otto,
Human Resources Director

APPROVED: *Mark McCauley*
CLARK COUNTY, WASHINGTON
BOARD OF COUNTY COUNCILORS

DATE: Dec. 13, 2016

SR# SR 248-16



APPROVED: _____
Mark McCauley, County Manager

DATE: _____

BUDGET IMPACT ATTACHMENT

Part I: Narrative Explanation

I. A – Explanation of what the request does that has fiscal impact and the assumptions for developing revenue and costing information

Base wage and benefit cost increase over the three-year contract period appears below under “0001/General Fund”. These costs are funded with General Fund contingency.

Part II: Estimated Revenues

| Fund #/Title | Current Biennium | | Next Biennium | | Second Biennium | |
|---------------------|------------------|----------|---------------|-----------|-----------------|-----------|
| | GF | Total | GF | Total | GF | Total |
| 0001 / General Fund | \$80,716 | \$80,716 | \$323,265 | \$323,265 | \$378,976 | \$378,976 |
| | | | | | | |
| | | | | | | |
| Total | | | | | | |

II. A – Describe the type of revenue (grant, fees, etc.)

Part III: Estimated Expenditures

III. A – Expenditures summed up

| Fund #/Title | FTE's | Current Biennium | | Next Biennium | | Second Biennium | |
|---------------------|-------|------------------|----------|---------------|-----------|-----------------|-----------|
| | | GF | Total | GF | Total | GF | Total |
| 0001 / General Fund | 10 | \$80,716 | \$80,716 | \$323,265 | \$323,265 | \$378,976 | \$378,976 |
| | | | | | | | |
| | | | | | | | |
| Total | | | | | | | |

III. B – Expenditure by object category

| Fund #/Title | Current Biennium | | Next Biennium | | Second Biennium | |
|----------------------|------------------|----------|---------------|-----------|-----------------|-----------|
| | GF | Total | GF | Total | GF | Total |
| Salary/Benefits | \$80,716 | \$80,716 | \$323,265 | \$323,265 | \$378,976 | \$378,976 |
| Contractual | | | | | | |
| Supplies | | | | | | |
| Travel | | | | | | |
| Other controllables | | | | | | |
| Capital Outlays | | | | | | |
| Inter-fund Transfers | | | | | | |
| Debt Service | | | | | | |
| Total | | | | | | |

**Tentative Agreement November 18, 2016
Legislative Version**

COLLECTIVE BARGAINING AGREEMENT

between

**CLARK COUNTY, WASHINGTON
CLARK COUNTY SHERIFF'S OFFICE**

and the

**CLARK COUNTY
SHERIFF'S ADMINISTRATOR'S ASSOCIATION**

*January 1, ~~2013~~2016
through
December 31, ~~2015~~2018*

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PREAMBLE

Clark County, Washington (“County”) and the Clark County Sheriff’s Office (“Sheriff”) jointly referred to as the Employer, and the Clark County Sheriffs’ Administrator’s Association (“Association”) hereby agree to the following Collective Bargaining Agreement. This Agreement has as its purpose the promotion of harmonious relations between the Employer and the Association, the establishment of an equitable and peaceful procedure for the resolution of differences, and the establishment of rates of pay, hours of work, and other conditions of employment. The parties recognize that the interests of the community and job security for employees depend upon the Employer’s success in delivering proper services to the community. Success is predicated on the community’s confidence and trust in the organization.

ARTICLE 1 RECOGNITION

1.1 The Employer recognizes the Association as the exclusive bargaining agent for all regular full-time employees in classifications of Commander (Enforcement and Custody). The parties agree that the Clark County Sheriff's Administrator's Association shall be recognized as the exclusive bargaining agent for two (2) separate bargaining units. The first bargaining unit shall include all Enforcement Commanders of the Clark County Sheriff's Office. The second bargaining unit shall include all Custody Commanders of the Clark County Sheriff's Office.

1.2 The parties agree that although there shall be two (2) separate bargaining units, for the purposes of CBA negotiations, there shall be one (1) Collective Bargaining Agreement (CBA) and that Article 1 (Recognition) clearly distinguishes that there are two (2) separate bargaining units covered by this single CBA. Contractual issues and agreements that are unique to either the Custody Commander bargaining unit or the Enforcement Commander bargaining unit shall be specified in separate addenda to this CBA.

ARTICLE 2 DEFINITIONS

2.1 For the purposes of this Agreement, the following definitions shall apply:

ACTIVE EMPLOYMENT: Time worked and any period of paid leave charged against the County payroll (e.g. vacation, compensatory time off, sick leave, jury and civic duty, bereavement and pallbearer leave, LEOFF I disability leave, workers' compensation, military leave, and administrative leave). Active employment excludes unpaid leaves of absence, and leave which is funded by external insurance-type programs such as disability leave. Active employment also includes paid and unpaid disciplinary suspensions.

ADMINISTRATIVE LEAVE: Approved paid leave not charged against an employee's accumulated paid leave balances, including but not limited to leave assigned in connection with pre-disciplinary investigation periods, fitness-for-duty and use of force investigations.

BASE RATE OF PAY: The rate of pay corresponding with the employee's current pay in the employee's classification pay range. Base rate of pay excludes all forms of premium pay and allowances.

CONTINUOUS SERVICE: Service since an employee's last date-of-hire.

COUNTY OR BOARD: Means the ~~Board of County Commissioners~~Board of County Councilors of the County of Clark, State of Washington.

DISCIPLINE: May include oral and written reprimands, suspension, demotion, and discharge.

EMERGENCY: An unforeseen set of circumstances requiring immediate action, response or change in policy.

EMPLOYER: Means the County and/or the Sheriff, whichever has statutory or constitutional authority over the applicable subject matter.

LEAVE OF ABSENCE (LOA): Formally requested and approved unpaid leave for a period of fifteen (15) calendar days or longer.

LEAVE WITHOUT PAY (LWOP): Approved short-term unpaid absences from duty of less than fifteen (15) calendar days.

PAST PRACTICE: A course of conduct of which both parties principals are aware of and is of sufficient duration such that the parties may be assumed to have consented to the course of conduct.

PROBATIONARY PERIOD: The first twelve (12) months of employment following hire, rehire or promotion. Unpaid leave shall not count toward the completion of the probationary period. For newly hired employees, the twelve (12)-month probationary period shall begin with the employee's first day of assignment within the Sheriff's Office, or the first day following academy graduation, whichever is later. A probationary employee is an employee in a probationary period. Failure of the probationary period and a return to the classification held prior to promotion is not discipline.

PROMOTION: Appointment of an employee (following an examination or selection process) to a position in a classification within the Sheriff's Office with a higher maximum salary range.

RECALL: Return to duty from layoff from an established recall list.

REEMPLOYMENT: Rehire of an employee in a classification in which the employee had been formerly employed and had satisfactorily completed the probationary period with a break-in-service of not more than twelve (12) months. Upon reemployment, the amount of service and seniority previously acquired shall be reinstated, less the break in service. Employees shall be returned to the most recent salary previously attained and time served at that salary shall be credited toward eligibility for their next salary increase. The sick leave balance at the time of termination shall be restored, less any sick leave cashed out upon separation.

REHIRE: Rehire of an employee into a different classification or after a break in service of more than twelve (12) months.

REGULAR RATE OF PAY: The employee's base rate of pay plus all compensation required to be included in the regular rate by the Fair Labor Standards Act (FLSA).

SHERIFF: Means the Sheriff or his/her designee.

SHERIFF'S OFFICE/OFFICE: Means the Clark County Sheriff's Office.

ARTICLE 3 ASSOCIATION SECURITY AND CHECKOFF

3.1 All employees who are, or who become members in good standing in the Association on or after the effective date of this Agreement, shall maintain their membership in good standing in the Association. All employees who are not now members in the Association and all new employees hereafter employed shall, within thirty (30) days from their first date of hire, or within thirty (30) days from the effective date of this Agreement, whichever is later, become and remain members in good standing in the Association, or pay a service fee to the Association not exceeding the amount of regular Association dues and initiation fees and not exceeding the maximum agency fee that may be assessed as a matter of law.

3.2 Fair share and religious tenets exception. Employees may elect to not be members of the Association, and instead pay a fair share fee to the Association for Collective Bargaining and contract administration services rendered by the Association as exclusive representative of employees covered by their Agreement. Such fair share payments shall be deducted from the earnings of non-members and remitted to the Association. The right of non-association of members of the Clark County Sheriff's Office based on bona fide religious tenets or teachings of a church or a religious body of which such public employee is a member shall be protected at all times and such public employees shall pay such sum in such manner as is provided in RCW 41.56.122.

3.3 The Association will notify the Employer in writing of the failure of any employee to comply with any of the applicable provisions of this Article. The Employer agrees to advise the employee that his employment status is in jeopardy and that failure to meet the applicable requirements of this Section will result in termination of his employment within ten (10) calendar days. If compliance is not attained within the aforementioned ten (10) calendar days, the Employer shall terminate the employee.

3.4 The Employer agrees that such dues and initiation fees as are collected by authorized payroll deductions pursuant to RCW 41.56.110 shall be forwarded to the address and individuals specified by the Association on a regular payroll schedule. No dues or initiation fees shall be deducted from an employee's pay unless the employee has executed and provided the Employer and the Association with individual copies of the required authorization form. No additional payroll deductions are authorized except as specified herein. At the written request of the Association, the Employer will arrange for timely and regular electronic funds transfer (EFT) of monies to be paid to the Association to the Association's designated EFT account.

3.5 The Association shall hold the Employer harmless against any claims, including any claim brought by a Fair Share member for violation of the Fair Share rights, brought against the Employer by an employee arising out of the Employer making a good faith effort to comply with this Article, including costs and attorney fees.

ARTICLE 4 ASSOCIATION RIGHTS

4.1 Notifications. The Association shall notify the Employer in writing of the names of its current Executive Board members. The Association shall inform the Employer of any changes in its Executive Board members. Upon request, the Employer shall furnish the Association with a list of all active employees within the bargaining unit.

4.2 Release Time and Association Access.

4.2.1 The Association's officers and attorneys shall have reasonable access to the Sheriff's Office during working hours, providing they do not interfere with or cause employees to neglect their work.

4.2.2 The Employer shall afford Association officers a reasonable amount of time, while on duty, to consult with appropriate management officials concerning grievances, Weingarten representation, and other contract administration matters.

4.2.3 The Employer shall afford Association officers a reasonable amount of time, while on duty, to consult with aggrieved employees, provided that the Association officers or the aggrieved employee contacts the appropriate Chief requesting the necessary time. Such requests shall be approved, provided the meeting can be conducted without unreasonably interfering with Sheriff's Office operations. On-duty consultations with aggrieved employees of more than thirty (30) minutes shall be approved by the Sheriff or his/her designee.

4.3 Bargaining Release Time. The Association's bargaining team shall be permitted to attend bargaining sessions with the Employer without loss of pay relative to securing contract renewal. The Association's bargaining team may include up to five (5) persons, including the spokesperson.

4.3.1 All employee bargaining team members who would otherwise be in paid status during scheduled meetings shall be on paid release time.

4.3.2 If a successor Agreement is not tentatively agreed to, the parties (unless otherwise mutually agreed) shall declare impasse.

4.4 Association Business.

4.4.1 Association officers shall be allowed up to a collective total of eighty (80) hours per year, with pay, for Association business directly related to the collective bargaining relationship between the Association and the County. No pay shall be payable to Association officers for Association business which occurs outside of the Association officer's scheduled shift.

4.4.2 Employees may request other leave (paid or unpaid) to represent the Association at conferences. Such other leave requests shall be reviewed consistent with procedures and criteria for other leaves of absence and approved or denied at the discretion of the Sheriff or his/her designee.

4.4.3 Association officers requesting paid or unpaid leave pursuant to this section shall submit a written request for such leave to the Sheriff or his/her designee as far in advance as practical.

4.4.4 Except as otherwise provided herein, Association business shall be conducted on the employee's own time.

4.5 Payroll Reporting.

4.5.1 All paid time spent by Association officers and members on Association business under Section 4.4, shall be reported under code UNB (union business leave) for payroll purposes.

4.5.2 The County reserves the right to modify these codes as necessary for administrative or financial reporting purposes. If the County intends to modify these codes, the County shall give the Association at least thirty (30) days written notice prior to the modification.

4.6 The Employer shall provide copies of this Agreement to the Association for distribution to its membership. The contract may be made available to the membership either electronically or on CD.

4.7 Use of Employer Resources.

4.7.1 The Employer agrees to furnish and maintain suitable bulletin boards in general work areas agreed upon by the Employer and the Association. These bulletin boards may be used by the Association. The Association shall limit its posting of notices and bulletins to such bulletin boards.

4.7.2 The Association may use County communications resources (telephone, voice mail, E-Mail, mail distribution, bulletin boards) for communications that relate to the Association's business relationship with the County. The Association may use other County resources for communications that relate to the Association's business relationship with the County only in an emergency or upon approval of the Sheriff or his/her designee.

4.8 The Association shall provide reasonable notice to the Sheriff in writing of Association meetings, indicating the date, time and place of such meetings. Attendance of Association members while on duty shall be requested and approved, provided such attendance can be scheduled without unreasonably interfering with the Sheriff's Office operations. On-duty Association members attending Association meetings shall be subject to call.

4.9 The Employer and the Association agree to create an open communication procedure for the purpose of mutual problem-solving, planning and initiating discussions regarding matters of general concern to employees of the Sheriff's Office as opposed to grievances. The work of the parties under the communications procedure shall in no way add to, subtract from, alter or amend the labor Agreement unless such agreement is reduced to writing and signed by authorized representatives of the Association, the Sheriff, and the County. Settlement of formal grievances shall likewise be accomplished in writing and signed by authorized representatives of the Association, the Sheriff and the County. Either the Association or the Employer may initiate discussions on subjects of a general nature affecting the employees of the Sheriff's Office. The coordinators of the communications procedure will be the Association President (or his/her designee) and the Sheriff or his/her designee. The make-up of the committee shall be determined at the time the parties agree to initiate discussions regarding a particular subject or matter.

ARTICLE 5 MANAGEMENT RIGHTS

- 5.1** Subject to the terms of this Agreement and applicable law, the Employer retains the right to exercise the traditional functions of management, including the right to:
- 5.1.1** Direct the work force and determine the methods and means by which operations are to be carried out;
 - 5.1.2** Hire and promote employees;
 - 5.1.3** Discipline employees for just cause;
 - 5.1.4** Maintain the efficiency of Sheriff's Office operations;
 - 5.1.5** Lay off employees because of curtailment of expenditures, reduction of work, or for like causes;
 - 5.1.6** Take actions as may be necessary to carry out County services in emergencies;
 - 5.1.7** Determine the equipment to be used (subject to impacts bargaining on safety issues); and
 - 5.1.8** Adopt and maintain performance standards and evaluations for all bargaining unit members on an ongoing basis. Changes in the standards that affect mandatory subjects or which have mandatory impacts shall be bargained before implementation.
- 5.2** The County and the Association agree that a continuing duty to bargain exists under RCW 41.56 prior to the transfer of bargaining unit work.

ARTICLE 6 NO STRIKES/LOCKOUT

6.1 The Association, its agents, officers and representatives, and bargaining unit members shall not engage in, acquiesce in or encourage any strike, slow down, 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 work stoppage, slow down, sickout, sit-down, strike, or other disruption of work takes place, the Association will immediately notify any and all Association agents, officers, representatives, and members engaging in such activities to cease and desist, and the Association shall, by letter to the Board of Commissioners and Sheriff declare that such disruption of work is in violation of this Agreement and is unauthorized. Any employee engaging in any activity in violation of this Article may be subject to immediate disciplinary action or discharge.

ARTICLE 7 VACATION

7.1 Each employee covered by this Agreement shall be granted vacation to be used during the year for personal time off. Other leaves, such as maternity, bereavement, and military leave are covered in Article 8 (Sick Leave), or Article 9 (Other Leaves).

7.2 Employees covered by this Agreement shall accrue vacation according to the schedule below. Actual accrual will be based on the table below as per the payroll system in place at the time:

| Years of Service | Hours per Month | Hours per Year | Days per Year (8 hour) | Max Hours |
|-------------------------|------------------------|-----------------------|-------------------------------|------------------|
| start | 14.67 | 176.00 | 22 | 352 |
| 5 | 15.33 | 184.00 | 23 | 368 |
| 10 | 17.33 | 208.00 | 26 | 416 |
| 15 | 19.33 | 232.00 | 29 | 464 |
| 20 | 21.33 | 256.00 | 32 | 512 |

7.2.1 Employees shall accrue vacation while in paid status. No accrual shall occur during unpaid leave or during hours worked beyond the employee’s regular full-time schedule. Regular part-time employees shall accrue vacation on a pro-rated basis.

7.2.2 Eligible employees begin accruing vacation from the first day of employment. Generally, employees new to the County are not entitled to use vacation and floating holiday hours until completion of six (6) months of service. Exception may be granted by the Sheriff or his/her designee. Employees are not eligible to sell back vacation or receive termination payoff until completion of six (6) months of service.

7.2.3 Service for vacation accrual purposes shall be based upon the total length of continuous active service with Clark County.

7.3 Maximum Accumulation: Employees may accumulate accrued vacation up to a maximum of two (2) times their annual accrual rate (e.g., an employee earning fourteen (14) days per year may accumulate up to twenty-eight (28) days). Accruals cease upon reaching the maximum accumulation.

7.4 Holidays. The County observes the following holidays:

| <u>Holiday</u> | <u>Dates to be Observed</u> |
|-------------------------------|------------------------------------|
| New Year’s Day | January 1 |
| Martin Luther King’s Birthday | Third Monday in January |
| President’s Day | Third Monday in February |

| | |
|----------------------------|-----------------------------|
| Memorial Day | Last Monday in May |
| Independence Day | July 4 |
| Labor Day | First Monday in September |
| Veteran's Day | November 11 |
| Thanksgiving Day | Fourth Thursday in November |
| The Day after Thanksgiving | The Day after Thanksgiving |
| Christmas | December 25 |

In addition to these holidays, the employees covered by this Agreement are eligible for the Commissioners' Holiday Leave including the hours, rules and procedures governing its use. The Board of Commissioners may designate other holidays; however, nothing in this section shall be construed to have the effect of adding or deleting the number of paid holidays for this Collective Bargaining Agreement.

7.5 Holiday Pay.

7.5.1 Subject to the requirements below, regular budgeted full-time employees shall receive eight (8) hours of pay for each listed holiday on which they perform no work. Eligible part-time employees shall receive pro-rated pay for each holiday equal to the ratio which their assigned schedule bears to full-time forty (40) hours employment. Employees working an irregular schedule, e.g. a 4-10 schedule, may use paid leave time to make up the difference between the eight (8) hours of holiday pay and the hours they are scheduled to work on the holiday. If a holiday falls on the employee's day off the employee shall be credited with eight (8) hours of floating holiday time or may schedule an alternative day off.

7.5.2 Holidays occurring during a period of leave with pay (vacation, sick leave, or other paid leave) shall be charged as a paid holiday leave and shall not be charged against vacation, sick leave or other paid leave. Employees in a leave without pay status either regularly scheduled work day before or after the paid legal holiday are not entitled to holiday pay. Exceptions may be granted for employees on short-term (less than fifteen (15) days) unpaid leave and must be approved by the Sheriff or his/her designee.

7.6 Floating Holidays.

7.6.1 Employees shall receive three (3) floating holidays of eight (8) hours each on January 1 of each year. Floating holiday entitlement shall be prorated for part-time employees and mid-year hires.

7.6.2 Prorating of floating holidays for newly hired or promoted employees hired after January 1 of each year shall be based on the rate of one (1) hour per pay period for each full-time month of service remaining for the year. For example, an employee hired in mid-February would be credited with twenty-one (21) floating holiday hours - twenty-one (21) pay periods time one (1) hour per pay period.

7.6.3 All floating holiday leave must be used by the end of the year or forfeited. Employees who terminate during the year are entitled to pay-off of floating holiday hours on the same prorated basis as mid-year hires. For example, an employee terminating in March would be entitled to five (5) floating holiday hours – five (5) pay periods of service time one (1) hour.

7.7 Scheduling of Vacation Days.

7.7.1 The annual scheduling of vacation days by seniority, as defined by the Seniority Article, shall be in accordance with established Sheriff's Office procedures and shall require the scheduling of at least two (2) work weeks of vacation time on a seniority basis. The maximum number of vacations allowed at any time shall be consistent with the Sheriff's Office's reasonable operating needs. All requests for vacation shall be submitted in writing to the employee's branch chief or designee.

Work schedule changes shall not affect previously approved vacation when the change is initiated by the Sheriff's Office.

7.7.2 All other requests for vacation shall be considered on a first-request-first-granted basis subject to the Sheriff's Office's reasonable operating needs. In the case of simultaneous employee requests, seniority, as defined by the Seniority Article, shall prevail. Such requests must be approved by the branch chief or designee as established by Sheriff's Office procedures.

7.7.3 Employees must notify the Sheriff's Office as soon as possible in the case of unforeseen illness or emergency and request appropriate leave.

7.8 Employees may elect pay in lieu of vacation up to a maximum of one hundred twenty (120) hours per year, subject to the following requirements and procedures.

7.8.1 The opportunity to sell back vacation shall be offered twice (2x) per year as defined by County policy. Requests must be submitted on forms designated by the Payroll office no later than the 15th of the month prior to sell back.

7.8.2 To be eligible to sell back vacation, an employee must have used a total of eighty (80) hours vacation and floating holiday in the prior calendar year. The total of vacation sold may not exceed the one hundred twenty (120)-hour limitation and may be apportioned according to the employee's choice between the sell back periods.

7.8.3 The vacation sell back option is subject to funding limitations and availability of adequate funds. Vacation sales may be restricted or suspended by the County Administrator. In the event vacation sales requests exceed available funds, the Human Resources Department shall develop procedures to equitably apportion vacation sales among employees with pending requests.

7.9 Upon termination of employment, an employee with more than six (6) months of service with the County shall be paid for all accrued vacation, at the employee's regular rate of pay but excluding non-pay items such as clothing allowance.

7.10 Scheduled vacation time may be amended to allow the Sheriff's Office to meet emergency situations (Acts of God, natural disasters, civil unrest or governmental declaration of emergency). However, where such changes are initiated, the Sheriff's Office will explore other alternatives to minimize the negative impacts to affected employees where non-recoverable funds are involved.

7.11 Employee may donate vacation to the sick leave amount of another employee suffering from a serious illness or injury as provided by County policy or the applicable Collective Bargaining Agreement.

ARTICLE 8 SICK LEAVE

8.1 Purpose. Sick leave is provided to continue pay during a period of absence due to illness or injury incapacitating the employee from performing his/her work; if the employee has a 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 employee, the Association, and the County recognize that sick leave is a benefit to the employee and should be viewed as insurance and its use is subject to certain conditions and restrictions as defined herein.

8.1.1 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 health care provider (HCP) verification, if properly requested, may be charged unpaid time for the absence.

8.1.2 Earned vacation leave or floating holiday shall be used when accrued sick leave is not available for an absence necessitated by illness or injury.

8.2 Sick Leave Accruals. Full-time employees covered by this Agreement shall accrue sick leave at the rate of eight (8) hours per month or ninety-six (96) hours per year. Sick leave may be accumulated up to a maximum of one thousand two hundred (1200) hours.

8.2.1 All employees on leave with pay will continue to accrue benefits (e.g. sick leave and vacation). Health and retirement contributions will continue to be made by the County and/or employee (as applicable), subject to the rules of the applicable retirement system and requirements of the relevant health plan.

8.2.2 No accrual shall occur during unpaid leave of more than fifteen (15) days and sick leave accrual will be pro-rated based on the number of hours in paid status in a pay period where paid leave is exhausted.

8.3 Sick Leave Usage. Sick leave may only be used, charged and compensated for a period of absence falling within the affected employee's regular work schedule; sick leave is compensated at the employee's regular rate of pay. Sick leave shall be charged to the nearest one-quarter (1/4) hour.

8.3.1 Holidays occurring during a period of sick leave with pay shall be charged as paid holiday leave as long as the employee is in paid status the day before and the day after the holiday. Paid holiday time will not be charged against an employee's sick leave bank.

8.3.2 If the employee exhausts all of their accrued sick leave, floating holidays and vacation will be used to continue salary during the period of absence. Employees cannot go into an unpaid status unless all accrued paid leave has been used on a continuous basis until exhausted.

8.3.3 Nothing in this Article shall be construed to guarantee approval of an unpaid leave of absence or exempt the employee from corrective action for attendance problems.

8.4 Family Illness Usage. Employees may use sick leave in the event of an illness in the employee's immediate family requiring the attendance of the employee. For the purposes of this Article, immediate family is defined as spouse, domestic partner (with a completed Affidavit of Domestic Partnership on file in the HR-Benefits Department), 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, 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.

8.5 Workers Compensation Integration. An employee may charge his/her sick leave account for the difference between any compensation received from the Workers' Compensation Insurance and the employee's regular pay for injuries or illnesses covered by Workers' Compensation. The calculation shall be based on the difference between the employee's regular post-tax take-home pay and the pay from Workers' Compensation.

8.6 Health Care Provider (HCP) Appointments. Sick leave will be allowed for HCP appointments for the employee or members of the employee's immediate family requiring the attendance of the employee. Employees shall make a reasonable effort to schedule these appointments to occur during off-duty hours.

8.7 HCP Verification. The County may require an HCP's certification of the nature and duration of an employee's disabling absence from work. The County will require a "Release to Return to Work" and/or an HCP statement of an employee's ability to continue the full performance of his or her duties, or to perform those duties on an interim limited basis. The HCP evaluation must be job related and consistent with legal requirements.

8.8 Reporting and Approval Procedure. Sick leave shall be reported daily, unless other arrangements have been made, to the employee's appropriate supervisor or a person designated to act on his/her behalf. The Sheriff's Office may require HCP examinations as necessary to verify the need for the absence or the ability to return to duty, provided the examination is job related and consistent with legal requirements and business necessity. For purposes of this section, the HCP may be one designated by the Sheriff's Office, and when the examination is required by the Sheriff's Office, the cost of such HCP visit will be borne by the Sheriff's Office to the extent that its cost is not covered under the employee's medical insurance plan.

8.9 Attendance. The parties agree that employee attendance is an important element of overall job performance, contribution to the organization, and service to the community.

8.10 Sick Leave Payoff. Employees who retire, voluntarily separate from service in good standing, and/or are laid off from the County with more than ten (10) years of service will be paid for a maximum of four hundred fifty (450) hours of accrued but unused sick leave at their base rate of pay, beginning with their 201st hour.

ARTICLE 9 OTHER LEAVES

9.1 Civic Duty Leave. Leave with pay shall be granted as necessary to allow employees to serve as a member of a jury, to take examinations for County positions, or to vote. Any compensation received by the employee for such duties, excluding mileage allowance, shall be waived, remitted to the County, or in the alternative, the County shall pay the difference between the employee's regular salary and the fees received. Employees shall be required to report to work for any portion of their regularly scheduled shift during which they are not actually serving on a jury or waiting to be assigned to a panel of jurors. 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 unpaid or charged against any accrued leave balance, as designated by the employee. An employee called to jury duty shall temporarily be assigned, whenever reasonably possible, to work day-shift provided he/she gives his/her supervisor notice seven (7) days prior to beginning jury duty.

9.2 Pursuant to RCW 38.40.060, leave not to exceed twenty-one (21) calendar days in any one (1) year, over and above the annual leave and sick leave which an employee might otherwise be entitled shall be allowed for active training duty to any employee who is a member of the National Guard, the Army, Navy, Air Force, Coast Guard or Marine Corps Reserve of the United States of America. Any authorized period in excess of twenty-one (21) calendar days shall be charged to leave without pay, vacation leave, or compensatory time off, at the option of the employee. During the period of military leave, the employee shall receive from the County, his/her normal pay. Employees on authorized military leave shall continue to enjoy all rights afforded by this Agreement and such leave shall not influence employee performance ratings.

9.3 Employees may request leaves of absence of up to twelve (12) months for educational, medical/disability or compelling personal circumstances. A minimum of two (2) years service is required for educational or personal leaves. All requests for leaves of absence or extensions shall be submitted in writing to the Sheriff 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.

9.4 Parental Leave.

9.4.1 Maternity Leave. Maternity leave shall be granted to a female employee (regardless of marital status) for periods of her certifiable disability from work caused or contributed to by her pregnancy, miscarriage, abortion or child birth. Employees may use any and all accrued leaves to continue pay, provided that the Sheriff's Office may request medical verification of the disability for any use of sick leave.

9.4.2 Parental Leave. All employees shall be granted parental leave in accordance with RCW 49.12. A maximum of three (3) working days parental leave shall be allowed any employee upon the birth of his/her child or adoption of a child under one (1) year old. Such parental leave shall be deducted from the employees accrued leave accounts, as designated by the employee. Additional paid or unpaid leave will be granted if the

mother's or child's health requires the employee's assistance. This leave shall be in addition to any leave granted pursuant to Section 9.4.1.

9.5 Bereavement Leave. A full-time employee shall be granted up to three (3) 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 substantial travel is necessary.

9.5.1 For the purposes of this Section, eligible family members are:

- a) Spouse, domestic partner, children, parents, brother, sister (or the step and in-law equivalents)
- b) Grandparents, grandchildren, aunts, uncles
- c) Other relatives living in the employee's household

9.5.2 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 accrued leave, as designated by the employee.

9.5.3 With authorization, time off with pay will be allowed for attending the funeral of a County employee. Time off, using an employee's accrued leave (except sick leave) may be allowed, with prior authorization, to attend the funeral of a friend or relative.

9.6 Absence not on duly authorized leave shall be treated as absence without pay and in addition may be grounds for disciplinary action. Upon his/her return, the employee shall give a written statement to the Sheriff, explaining the reasons for his/her absence.

9.7 Examinations for County Job Openings. Upon prior notice to his/her supervisor, an employee shall be allowed paid work time to take examinations required for other positions within the County.

ARTICLE 10 HOURS AND FLEXIBLE SCHEDULING

10.1 Hours of Work. The Sheriff's Office shall retain the right to develop a schedule of work shifts as the Sheriff's Office determines to be in the best interests of effective service so long as the schedule of such work is in compliance with this Agreement. Employees covered by this Agreement shall normally be scheduled for a forty (40) hour work week schedule. The actual hours worked each day will be determined by the Sheriff's Office. Because of the specialized operating needs of the Sheriff's Office, subject to this Agreement, management retains the right to assign employees to specific assignments and/or schedules.

10.2 Employees may request temporary variations in their work schedule and such requests will be considered based on the needs of the employee and the Sheriff's Office.

10.3 Flexible Scheduling. Commanders are granted flexible scheduling, allowing them to vary their schedules depending upon the requirements of their jobs.

10.3.1 Employees may take time off in recognition of work demands in excess of the regular schedule. Short term time off of one (1) day or less does not have to be charged to a paid leave account if it is offset by additional hours worked at other times during the work week or pay period. Employees taking flexible time off for less than a full work day are required to notify their branch chief or designee. Employees taking flexible time off for one (1) full work day must receive prior approval from their branch chief or designee. Nothing in this Section shall be construed to limit the Sheriff's Office authority to require employees to report absences, to keep the Sheriff's Office informed of their whereabouts, or to account for how their work time and time off is being spent and/or accounted for.

10.3.2 Under flexible scheduling, exempt employees should flex their time within the same or subsequent pay period. Flexible scheduling hours are not accruable and shall not result in overtime.

10.4 Meal Periods. Since employees are on a flexible work schedule it is expected that employees shall schedule their paid meal periods in a manner that maintains the efficiency of the operation of the Sheriff's Office. Employees called to work during their meal period shall not be entitled to additional compensation for these interruptions.

10.5 Employees Attending Training/Class/Events. An employee attending an event on behalf of the Sheriff's Office, a class, or training outside of the Portland-Vancouver Metropolitan Service Area (P-V MSA), shall be provided a Sheriff's Office vehicle to drive back and forth, if one is available. However, an employee may request to use their own personal vehicle, and if such request is approved, the employee will be reimbursed for their mileage at the IRS rate. The Association will support the Sheriff's Office reasonable request to arrange carpooling and the use of Sheriff's Office vehicle if available.

10.6 Custody Commanders Work Shift Scheduling. The Association and the Sheriff's Office will work together to continue the practice of scheduling the current four (4) Custody Commanders' work shifts by seniority, no more than one (1) Commander to work non-traditional business hours.

ARTICLE 11 RATES OF PAY

11.1 Salary Schedule Increases. The nine (9) step salary range in Appendix A is the salary schedule for Custody and Enforcement Commanders and a ten (10) step salary range for Enforcement Commanders. Each Custody and Enforcement Commander will be placed in the step range as outlined in Sections 11.2 to 11.4.

11.2 Commander Salary Ranges. Commander salary ranges are comprised of ~~nine (9)~~ ten (10) steps. Each step is separated by approximately two point four percent (2.4%) to two point five percent (2.5%).

~~11.2.1~~ Current employees of the Sheriff's Office not already at the top step as of January 1, 2013 will move up two (2) of the two point five percent (2.5%) steps in 2013 and again in 2014 or until the top step is reached. Beginning on their promotional anniversary date in 2015 employee will advance one step per year.

~~11.2.2~~ Beginning in 2014, any employees hired from outside of the Sheriff's Office will move up one step each year of the contract on their anniversary date.

11.2.3 A Commander with eight (8) or more years of service at the Sheriff's Office shall receive a five percent (5%) longevity premium on their promotional anniversary date.

11.3 The nine (9) step salary range in Appendix A is the salary schedule for Custody Commanders and a ten (10) step salary range for Enforcement Commanders~~The nine (9) step salary range in Appendix A is the salary schedule for Custody and Enforcement Commanders.~~

11.3.1 Effective January 1, ~~2013-2016~~ adjust 2012-2015 wage scale by one point seven-five percent (~~1.75~~2.50%),

11.3.2 January 1, ~~2014-2017~~ adjust 2013-2016 wage scale by two percent (~~2.0~~2.5%).

11.3.3 January 1, ~~2015-2018~~ adjust 2014-2017 wage scale by two percent (~~2.0~~2.5%), continue with steps per CBA

11.4 Promotions and Demotions. An employee who is promoted to Commander shall be placed at the step of the Commander salary range, CC 200 or CE 100, which results in a salary increase of not less than at least five percent (5.0%) above the top step of the sergeant wage scale of the respective division employee's current monthly pay (base plus longevity and specialty, but excluding shift differential and out of class pay.). If the employee meets the longevity requirements of 11.2.3 they shall move up to the same step of the commander salary range for longevity, CC 200L or CE 100L. ~~For example, an enforcement sergeant with ten (10) years of service at the Sheriff's Office is promoted to commander and the minimum five percent (5%) increase happens to fall at step 5 of the CE 100 range. Because that sergeant has more than eight (8) years of service they will be placed on Step 5 CE 100L instead of Step 5 CE 100. No internal promotion shall result in a step placement less than Step 3.~~

An employee who is voluntarily or involuntarily demoted, or who is reassigned under the provisions of this Agreement or County policy shall be placed at the highest step in their new salary range which does not exceed his/her former salary range as a Commander.

ARTICLE 12 COMMAND DUTY OFFICER

12.1 Custody Command Duty Officer (CDO).

12.1.1

As compensation for hours worked as an Corrections CDO, each Corrections Commander shall receive an additional three hundred dollars (\$300) for each fourteen (14)-day scheduled rotation as established and/or modified by the Chief or designee.

~~As compensation for hours worked as a CDO, at the conclusion of each CDO tour of duty Custody Commanders shall have two (2) hours of Leave added to their leave bank.~~

12.1.2 In order to receive the additional compensation set forth in Section 12.2.1 above, a new Corrections Commander will not be eligible for CDO duties until they have served three (3) months as a Commander. This additional compensation is provided in consideration of the additional knowledge, skills and extra duty time commitments of Enforcement.

12.1.3 There shall be one (1) CDO assigned for Corrections. CDO rotations for each Corrections Commander will be as follows:

- (1) Each fourteen (14) days the CDO responsibilities will rotate;
- (2) Corrections Commanders may exchange or trade their CDO responsibilities so long as the exchange and/or trade is made with notice to the Branch Division Chief or designee;
- (3) Corrections Commanders while assigned the CDO responsibilities will respond to the pager as quickly as practical and must be within sixty (60) minutes response time of the County.

~~12.1.2 There shall be a CDO assigned for Custody. CDO rotations for each Commander will be as follows:~~

- ~~(1) Each pay period the CDO responsibilities will rotate;~~
- ~~(2) CDO Commanders may exchange or trade their CDO responsibilities as long as the exchange and/or trade is made with notice to the Branch Division Chief or designee.~~

12.2 Enforcement Command Duty Officer (CDO).

12.2.1 As compensation for hours worked as an Enforcement CDO, each Enforcement Commander shall receive an additional ~~five~~ six hundred dollars (~~\$500~~600) for each fourteen (14)-day scheduled rotation as established and/or modified by the Chief or designee.

12.2.2 In order to receive the additional compensation set forth in Section 12.2.1 above, a new Enforcement Commander will not be eligible for CDO duties until they have served three (3) months as a Commander. This additional compensation is provided in consideration of the additional knowledge, skills and extra duty time commitments of Enforcement.

12.2.3 There shall be one (1) CDO assigned for Enforcement. CDO rotations for each Enforcement Commander will be as follows:

- (1) Each fourteen (14) days the CDO responsibilities will rotate;
- (2) Enforcement Commanders may exchange or trade their CDO responsibilities so long as the exchange and/or trade is made with notice to the Branch Division Chief or designee;
- (3) Enforcement Commanders while assigned the CDO responsibilities will respond to the pager as quickly as practical and must be within sixty (60) minutes response time of the County.

ARTICLE 13 HEALTH AND WELFARE

13.1 ~~The Multiparty Healthcare Committee under the provisions of the Memorandum of Understanding (Appendix C) will make decisions regarding healthcare expenditures, plans and carriers for medical and dental insurances for the term of the contract. The County shall maintain Health Insurance coverage (including medical, dental and vision) in effect on January 1, 2016. Effective January 1, 2016, the County shall pay 95% of the premium cost for such coverage and the employee shall pay five percent (5%) of premium cost. Premium costs will be on a tiered basis as determined by the weighted average~~

13.1.1 Except for provisions of this Article, the county reserves the exclusive right to make any changes, reductions, modification, deletions or improvements to be compliance with any State and Federal laws.

13.2 Eligibility. Eligibility is defined below unless otherwise required by federal or state law.The County agrees to make available to eligible employees and their dependents one medical/dental plan that is a non-HMO plan, and at least one (1) medical/dental plan that is an HMO type plan.

13.2.1 Regular employees shall be eligible for medical insurance effective the first of the month following date of hire. Enrollment forms must be received within thirty-one (31) days from date of hire. Coverage will terminate at the end of the last day of the month in which employment ends-, except as provided in Article 16.6 of this Agreement.

13.2.2 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 16.6 of this Agreement

13.2.3 Eligible dependents include legal spouse, domestic partner and dependent children, including the domestic partner's children. Children are eligible for medical, dental and Additional Life Insurance up to age 19 or until age 23 if a full-time student at an accredited school or as required by law. Pursuant to County policy domestic partner coverage for medical and dental insurance coverage is available for the employee's domestic partner and the domestic partner's children who reside in the employee's home, subject to required tax regulations relevant to this benefit. To access this benefit, the employee must have a completed Affidavit of Domestic Partnership, Washington State registration or marriage certificate on file in the Human Resources-Benefits Department.

13.2.4 Qualified Family Status Changes. The addition or deletion of dependents as a result of a qualified family status change will be in accordance with federal or state laws and County policy. Enrollment changes must be received by the County HR-Benefits Department with applicable documentation within 31 calendar days (60 calendar days for newborns or child placed with the employee for adoption) of the qualifying event. Changes 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. For newly eligible dependents not enrolled within 31 calendar days, coverage cannot be obtained until the next open enrollment with coverage effective January 1 of the following year.

13.2.5 Eligibility for coverage during unpaid leave. Employees will have continuous coverage during an unpaid leave of absence if covered by federal or state 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, whereby coverage shall be reinstated as of the date of return to work.

13.2.6 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, unless otherwise required by law.

13.3 The County retains the exclusive right to select the plans and carriers (or to develop and implement a self-insurance plan) for medical and/or dental coverage; provided that the successor plan(s) shall provide substantially equal, or better coverage than the medical or dental plan previously in effect.

~~**13.4 Premiums.** Premiums, plans and cost distribution will be determined through the multi-party Healthcare Committee process as outlined in the Memorandum of Understanding included in Appendix C.~~

13.4.1 Waiver of Health Insurance (medical and dental). Employees may waive health insurance coverage and receive compensation in lieu of coverage as follows:

13.4.1.1 Medical Coverage with proof of other group medical coverage. Full-time employees (30+ hours or more per week) receive \$130 per month (\$65 per pay period); part-time employees (20 – 29 hours per week) receive \$91 per month (\$45.50 per pay period); job-share employees receive \$65 per month (\$32.50 per pay period) if both job-share partners waive coverage.

13.4.1.2 Dental Coverage – proof of other coverage not required. Full-time employees receive \$20 per month (\$10 per pay period); part-time employees receive \$14 per month (\$7 per pay period); and job-share employees receive \$10 per month (\$5 per pay period) if both job-share partners waive coverage.

13.4.1.3 Health Savings Account Contribution. Beginning in 2014, employees who voluntarily enroll in the High Deductible Health Plan (HDHP) and Health Savings Account (HSA) shall receive a pay period contribution of \$20.83 for single coverage or \$41.67 for family coverage.

13.5 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.~~

13.6 Open Enrollment. The County agrees to provide an open enrollment period 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.

13.7 Flexible Spending Accounts (FSAs). The County agrees to make available Dependent Care and Health Care Flexible Spending Accounts as allowed under federal law, and does not adversely impact the federal excise tax.

13.8 Life Insurance. The County shall provide each employee a group term life, accidental death and dismemberment insurance policy for each eligible employee in the amount of \$50,000. Additional Term life insurance and coverage for the employee, employee's legal spouse, or dependent children, shall be made available, subject to individual evidence of insurability, and payable through payroll deduction.

13.9 Long Term Disability Insurance. The County shall provide each employee a long term disability insurance plan which pays a benefit of sixty percent (60%) of the insured employee's salary after a sixty (60) calendar-day waiting period, or a total length of accrued sick leave, whichever is longer, and such other provisions as are provided by the plan document. Employees may also elect to purchase additional coverage under the Long Term Disability (LTD) Buy-Up plan and will be eligible to receive 66 2/3 % of their covered salary. Benefits are paid up to a maximum covered salary of fifteen thousand dollars (\$15,000) per month, (e.g. 60% of \$7,500 mo. salary is \$4,500).

13.10 Continuation of Benefits.

13.10.1 Pursuant to federal or state law, Clark County employees and/or dependents that 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 ~~are~~ is responsible for the cost of the coverage plus an administrative fee, if applicable.

13.10.2 County provided health benefits will continue during an unpaid family and medical leave. If the employee does not return 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's portion of the premium. ~~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.~~

13.10.3 Medical and dental insurance will be continued for a period of up to six (6) months when an employee has a disabling condition and qualifies for Long Term Disability benefits at the same level and under the same conditions as if the employee had continued to work. This provision will provide coverage after the employee has exhausted other programs for continued coverage such as Family Medical Leave.

13.10.4 Eligibility for insurance coverage for medical and dental insurance during other unpaid leaves will be in accordance with the federal COBRA program or State law. Employees are not eligible for other County-provided insurance coverage during unpaid leaves of absence.

13.11 Liability Insurance. During the term of this Agreement, the County shall provide liability insurance (or self-insurance) for bargaining unit employees. Such insurance shall defend and indemnify employees against allegations arising from acts or omissions occurring within the scope of the duties and responsibilities of the employee's employment to the full extent provided for by Washington State law. Such insurance or self-insurance shall also cover all costs, including attorney's fees, connected with proposed or threatened suits and negotiated settlements, provided that the County need not indemnify and defend the employee for any dishonest, fraudulent, criminal or malicious act or for any action including acts or omissions outside the scope of duties and responsibilities of the employee's employment.

13.12 The County will continue to provide a comprehensive Employee Assistance Program (EAP).

13.13 Under the PPACA, an excise tax is currently scheduled to take effect in 2020 on employer-sponsored health insurance plans that exceed an amount as determined by federal law (PPACA). The Guild and the County recognize an interest in avoiding the excise tax. Therefore, if by December 31, 2018 the parties, while bargaining for a successor collective bargaining agreement, have not reached agreement regarding how to avoid the excise tax for employer-sponsored plans applicable to the Guild, the parties agree to refer this unresolved issue (Article 13 cost of the excise tax issue) to PERC for an interest arbitration hearing to be conducted on or before May 1, 2019, or as soon thereafter based upon the availability of the arbitrator.

ARTICLE 14 UNIFORMS AND EQUIPMENT

14.1 Plain Clothes Allowance. ~~Effective January 1, 2013, all~~ All Commanders will receive one (1) annual payment of ~~four hundred dollars (\$400.00) as a clothing allowance. The allowance shall be increased to five hundred dollars (\$500.00) January 1, 2014 and six hundred dollars (\$600.00) January 1, 2015.~~ This payment will be made annually in the first pay period of January or upon selection as a Commander.

14.2 All Commanders will be furnished three (3) sets of the standard approved uniform.

14.3 Cleaning Service. The County shall provide a dry cleaning service for all Commanders for cleaning of up to three (3) uniforms per week.

14.4 Equipment shall be provided to each Commander as is provided by branch standards for uniformed and/or Command personnel.

14.5 Commanders qualified to carry a duty weapon will be provided, for the purpose of training, one hundred (100) rounds of ammunition per month for hand guns. This does not include rounds issued for qualifying.

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

14.7 The Employer will replace County equipment and uniforms damaged or destroyed including normal wear and tear while on duty. The Employer will replace corrective lenses and hearing aids damaged or destroyed while the employee is on duty. The Employer will replace other authorized personal items damaged or destroyed beyond normal wear and tear while on duty. Personal items will be authorized for purposes of this section if (1) the employee has notified the Employer in writing that he/she intends to carry the item on duty; and (2) the Employer has given authorization to carry the item. The Employer shall act on the matter within twenty-one (21) calendar days from the date the personal item was brought to the Employer's attention. The employee shall assist the Employer in securing restitution or indemnification through the courts.

14.8 Vehicle Use Policy. Non-patrol vehicles shall be subject to availability based on the operational needs of the Sheriff's Office. Vehicles funded by outside sources shall be exempt from the allocation process. The Sheriff shall determine the number of cars available for take-home use and/or pool use. The parties agree to reopen this Agreement should the Sheriff propose any change in the present vehicle usage policy.

14.9 Custody Commander Parking. The County shall provide four uncovered reserved parking spaces in the North Parking Lot at the Law Enforcement Center for four Custody Commanders at no cost to the employee.

ARTICLE 15 SENIORITY

15.1 Except as otherwise defined in this Agreement, Seniority shall be defined as follows:

15.1.1 Seniority is determined by the length of an employee's continuous active employment within a class represented by the bargaining unit for the purposes of step increases, scheduling of time off and/or leave and layoff purposes.

15.1.2 Service is determined by the length of an employee's continuous active employment with the County for purposes of accrual of vacation.

15.1.3 Seniority for the purposes in 15.1.1 shall be maintained but not accrue during employment with the County in positions outside of the bargaining unit, provided the employee returns to a bargaining unit position within twenty-four (24) months. The twenty-four (24)-month limitation shall not apply in the case of promotion to appointed positions within the Sheriff's Office.

15.1.4 Employees hired on the same day shall have seniority determined by the order in which they were selected during the rule-of-three interview.

15.2 The Sheriff's Office will provide to the Association a copy of the seniority list each year and post the list on designated bulletin boards.

15.3 Except as provided under the definition of reemployment, an employee shall lose all seniority in the event of termination. Employees shall maintain, but not accrue, seniority during leaves of absence of fifteen (15) days or more. Employees shall continue to accrue seniority during the following:

15.3.1 Paid military leave (21-day annual training leave);

15.3.2 Industrial injury leave;

15.3.3 Family and medical leave not to exceed three (3) months;

15.3.4 Leave without pay of less than fifteen (15) days.

15.4 The Sheriff may approve accrual of seniority during educational leave without pay of up to one (1) month when the training is directly related to the employee's present assignment with the Sheriff's Office.

15.5 The following table illustrates when seniority continues to accrue (A); is maintained but does not accrue (M); or is lost (L), creating a start-over situation:

| <i>Period of Absence from a Classification</i> | <i>0-14 days</i> | <i>15 days – 2 years</i> | <i>More than 2 years</i> |
|---|------------------|--------------------------|--------------------------|
| Service within a classification, within the Bargaining Unit | A | A | A |
| Service within Department but outside of Bargaining Unit | A | M | L* |
| Service within County but outside of Department | A | M | L |
| Service prior to resignation and re-hire | L | L | L |

* Except with respect to the provisions in 15.1.3.

ARTICLE 16 LAYOFF AND RECALL

16.1 The Department may lay off any employee whenever such action results from shortage of work or funds, the abolition of a position because of changes in organization, budget adjustments directed by the Board or other reasons outside the employee's control of a non-disciplinary nature; however, no regular or probationary employee shall be laid off while there are temporary or provisional employees serving in the classification for which the regular or probationary employee is eligible and available. Layoff of probationary or regular employees shall be made in inverse order of seniority in the job classification.

16.1.1 Employees also may be laid off pursuant to being bumped or displaced by former bargaining unit employees from unclassified positions who are being returned to their former classification pursuant to RCW 41.14.290.

16.2 Layoff of probationary or regular employees shall be made in inverse order of seniority by classification. In the event that there are two (2) or more employees eligible for layoff with the same classification and seniority, the Sheriff will determine the order of layoff based upon order of selection during the rule-of-3 process. The names of probationary employees laid off under this Article shall be entered on the eligible register for the classification from which they were laid off in order of seniority. The names of probationary employees shall be certified for available vacancies ahead of outside candidates but otherwise in accordance with the County's Civil Service Rules and procedures (Rule of 3 Basis). Probationary employees shall be eligible for re-employment under this procedure for the life of the eligible list or six (6) months, whichever is greater.

16.3 In lieu of layoff, a regular or probationary employee may request reassignment to a position in a lower 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 lower classification; provided that the employee is qualified to perform the assignment.

16.4 Recall.

16.4.1 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 inverse order of layoff. The recall list will remain in effect for a period of four (4) years, until the employee requests that his/her name be removed from the list, or until the employee declines re-employment in the classification from which he/she was laid off, whichever is sooner.

16.4.2 An employee who is laid off will be eligible for recall rights in the classification from which he/she was laid off and for other classifications within the bargaining unit in which the employee had attained regular status by successfully completing the probationary period. Placement on the recall list for a lower classification will be based

on seniority in the classification from which the employee was laid off and seniority in the classification for which recall rights are requested.

16.4.3 The County shall notify an employee on the recall list of his/her recall to work by certified mail to the employee's last known address. The employee shall respond in writing within seven (7) working days of receipt of such notification or forfeit his/her right to recall under this Article.

16.5 Employees shall be provided a minimum of thirty (30) days written notice of layoff or two (2) weeks pay in lieu of written notice. The Association shall be notified, in writing, concurrent with notice to employees. Two (2) weeks written notice is required for employees who are reassigned to lower classifications. Contingent written notices may be issued to employees whose positions are not being eliminated but who the County determines are subject to being bumped by more senior employees. Employees shall be presumed to desire to accept reassignment in lieu of layoff and shall advise the Sheriff's Office within seven (7) working days if they choose to decline reassignment.

16.6 The Employer shall pay a laid off employee's medical and dental insurance premiums through the end of the month succeeding the month in which layoff occurs.

16.7 Salary Effects. An employee who bumps into a lower classification (i.e., a classification 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.

ARTICLE 17 DISCIPLINE / DISCHARGE

17.1 The parties agree that the Employer has the right to discipline employees for just cause.

17.2 New hire or rehire probationary employees may be terminated any time during the probationary period, and such action shall not be subject to grievance or Civil Service appeal. An employee serving a promotional probationary period may be demoted to the prior classification and such action shall not be subject to grievance or Civil Service appeal.

17.3 Except as provided herein, disciplinary investigations shall be conducted in accordance with chapters 01.31 "Discipline" and 01.32 "Internal Investigations" of the Sheriff's Office General Orders. The Employer agrees that, except for non-mandatory subjects of bargaining, these chapters will not be amended except by mutual agreement of the Employer and the Association. The Sheriff's Office may place an employee on administrative leave, with pay, pending an investigation.

17.3.1 In the event an employee is interviewed concerning an action which may result in disciplinary action against that employee, the following process shall be followed to the extent circumstances permit:

17.3.1.1 Prior to the interview, the employee will be informed of the nature of the allegations and will also be notified that he/she has a right to consult with an Association representative and to have that or another representative present at the interview. The interview shall not be unreasonably delayed due to the employee's election to use a representative.

17.3.1.2 Interview covered under this section shall, to the extent practical, take place at County facilities.

17.3.1.3 Either party may tape record the interview, and if either party exercises this right, they will provide a copy of the tape or transcript to the other party upon request.

17.3.1.4 In situations involving the use of force, the employee involved in the use of force shall have the right to consult with an Association representative or attorney prior to being required to give an oral or written statement about the use of force. The interview shall not be unreasonably delayed due to the employee's election to consult with the representative or attorney.

17.4 Regular employees subject to discipline at the level of a suspension, demotion, or discharge shall be given an opportunity to respond prior to the imposition of such discipline. The opportunity to respond shall be at a meeting with the Sheriff or his/her designee, where the employee or his/her designated representative shall have the opportunity to speak to the reasons for the discipline. The letter setting up the meeting shall contain the elements specified in General Order 01.32.220.

17.5 An employee suspended without pay may request permission to forfeit accrued paid days off in lieu of the suspension.

17.6 Employees (other than those on initial probation or probation pursuant to rehire) shall not be subject to disciplinary discharge without first being warned, in writing, that the objectionable conduct, unless corrected, may lead to discharge; provided, that such prior written reprimand shall not be required where the relevant circumstances indicate that immediate discharge is warranted.

17.7 Personnel Files.

17.7.1 The personnel file shall be considered the official record of an employee's service. Adverse material for which no corrective action is taken shall not be placed in the personnel file. Employees shall be provided copies of all material to be included in their personnel file and shall have the right to attach statements in rebuttal or explanation. The personnel file shall not include records of counseling, oral reprimands, IA reports, or other adverse materials except those in support of discipline at the level of a written warning or higher.

17.7.1.1 Supervisors in the employee's chain of command may retain working files consisting of performance notes, commendations, and training records not more than twelve (12) months old, along with the most recent performance evaluation for the employee. Records of oral reprimands shall be removed from working files after two (2) years, subject to the requirements in 17.7.2.

17.7.1.2 On a by-appointment basis, employees may request inspection of working files kept in their name and shall have the right to copy materials therein.

17.7.2 Disciplinary Letters. Disciplinary letters placed in an employee's personnel file shall be removed and no longer held against the employee after three (3) years. Removal of records under this Section shall not be accomplished until the required period has elapsed without the occurrence of a similar problem, that is a disciplinary letter shall be "kept alive" by the occurrence of a similar problem. Removal of such material will occur upon written request by an employee to the Sheriff's Office Human Resource Manager. All removed material shall be given to the employee. However, if a request does not comply with the requirements of this Section, the Sheriff's Office Human Resource Manager shall, within thirty (30) days of the request, notify the employee that the request is being denied, including the basis for such denial.

17.7.3 Suspensions. Disciplinary suspensions may be removed from personnel files subject to the following considerations and procedures:

17.7.3.1 The employee must request removal of the disciplinary suspension in a letter documenting the reasons and compliance with the conditions herein.

17.7.3.2 The removal eligibility period shall be five (5) years for performance-based suspensions and ten (10) years for misconduct-based suspensions.

17.7.3.3 The removal eligibility period shall be extended by any additional similar written discipline. This means the employee's record must be free of any similar written discipline for five (5) years or ten (10) years, respectively, for a suspension to be removed.

17.7.3.4 Disciplinary suspensions meeting the conditions herein shall normally be removed. The Sheriff or his/her designee shall respond within thirty (30) days and may, based on bona-fide concerns, deny the employee's request, but such denial shall be subject to the grievance procedure.

17.7.3.5 Disciplinary suspensions removed from personnel files under this Section shall be retained in separate, sealed disciplinary files and shall not be subject to public inspection or release, including outside background investigations, except as required by law. The Sheriff may consider material in these sealed files in future promotion decisions provided the discipline in these sealed files addresses the employee's suitability for promotion.

17.7.4 Employee personnel files, working files, medical records and IA files will be maintained as confidential records to the full extent allowed by law. Access to the employee's personnel file shall be limited to the employee, his/her authorized representative, officials of the County and Sheriff's Office and such other persons or agencies as may be allowed under state and county laws and regulations.

17.7.5 The Sheriff may construct and retain such records of complaints and investigations as are necessary and appropriate to the management of the Sheriff's Office. Information relating to investigations with a finding of exonerated, not sustained, or unfounded may not be considered or introduced in support of any subsequent disciplinary action. However, findings of not sustained, which indicate a pattern or practice of a particular type of conduct, may be used by the Sheriff's Office for corrective action.

17.8 If an employee is given a directive by a supervisory officer, that which he/she believes to be in conflict with any provisions of this Agreement, the employee shall comply with the directive at the time it is given and thereafter exercise his/her right to grieve the matter. The employee's compliance with such a directive will not prejudice the employee's right to file a grievance, and his/her compliance will not affect the resolution of the grievance.

ARTICLE 18 GRIEVANCE PROCEDURE SETTLEMENT OF DISPUTES

18.1 Purpose and Scope.

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

18.1.2 The parties agree that every effort should be made to resolve grievances informally and to settle grievances at the lowest possible level.

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

18.2 Filing and processing requirements and exceptions:

18.2.1 A grievance may be brought under this procedure by one (1) or more aggrieved employees, with or without an Association representative; or by the Association as a class grievance (hereafter described as “the grievant”).

18.2.2 No grievance shall be processed beyond Step 3 without Association concurrence and representation.

18.2.3 Class, economic and disciplinary grievances shall be initially submitted at Step 2.

18.2.4 Grievances concerning oral or written warnings may not be processed beyond Step 2. However, if the Employer offers evidence of an oral or written warning in support of a suspension or discharge, the grievant may challenge the existence of just cause supporting issuance of the oral or written warning in the grievance challenging the suspension or discharge.

18.2.5 Disciplinary grievances not resolved at Step 2 shall be moved to Step 4 and not processed at the Board of County Commissioners representative level.

18.3 The grievant shall present a grievance within ten (10) working days of its occurrence or the date the grievant should have known of its occurrence, whichever is later. A grievance not brought within the time limit prescribed in Step 1, or submitted within the time limits prescribed for every step thereafter, shall be considered settled on the basis of the last decision received by the employee, which shall not be subject to further appeal, nor shall the Association be entitled to pursue the grievance further. A grievance or complaint not responded to by the appropriate Employer representative within the time limits specified at any applicable lower step, shall be moved to the next step in the procedure. The time limits prescribed herein may be waived or extended by mutual agreement, in writing, by the aggrieved employee, or the Association in a class grievance, and the appropriate Employer representative at each step.

18.4 Steps.

18.4.1 Step 1. The grievant shall meet with his/her immediate supervisor within ten (10) working days of the occurrence of the grievance or within ten (10) working days of the date the grievant knew or should have known of its occurrence and orally discuss the grievance. The immediate supervisor shall make a decision and orally communicate this decision to the aggrieved employee within ten (10) working days from the initial presentation of the grievance.

18.4.2 Step 2. If the grievance is not resolved at Step 1, the aggrieved employee shall submit a written grievance to the Sheriff within ten (10) working days, following the supervisor's oral response. The Sheriff or his/her designee shall respond in writing to this grievance within ten (10) working days.

18.4.3 Step 3. If the grievance is not resolved at Step 2, the employee (or Association) shall submit the written grievance to the Board's designee for Labor Relations (or, in his/her absence, to the Board) within ten (10) working days of receipt of the Step 2 response. The Board's designee or Board of County Commissioners shall respond in writing to this grievance within ten (10) working days.

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

18.4.5 Written grievances and responses at steps 2 and 3 shall address, at a minimum, the following points:

18.4.5.a The statement of the grievance/response and the facts upon which it is based;

18.4.5.b A statement of the specific provision(s) of the Agreement that is (are) the basis of the grievance/response;

18.4.5.c The manner in which the provision is alleged to have been violated, misapplied or misinterpreted;

18.4.5.d The date or dates on which the alleged violation, misinterpretation or misapplication occurred; and

18.4.5.e The specific remedy sought or offered.

18.5 Within ten (10) days, the Association and the Board or Sheriff or his/her designee (as applicable) shall mutually agree upon an arbitrator. If the parties fail to agree, a list of seven (7) Oregon or Washington qualified neutrals shall be requested from the Public Employment Relations Commission (PERC). Either party shall have the right to reject the first list and request a second list. Within ten (10) working days after receipt of the list, the parties shall alternately strike the names on the list, and the remaining name shall be arbitrator. The first strike shall be determined by the toss of a coin.

18.6 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 precise 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 final and binding upon the parties. The arbitrator's decision shall be in writing and within the scope and terms of this Agreement.

18.7 The losing party shall bear the fees and expenses of the arbitrator.

18.8 Working days means Monday through Friday, excluding holidays. When computing deadlines under this Article, the day which triggers the deadline (contract violation, receipt of grievance, etc.) shall not be included.

18.9 Except as provided in Article 19.1, it is understood that taking an issue to arbitration shall constitute a waiver of the right of the Association to litigate the subject matter in any other forum. It is further understood that any employee who takes an issue to arbitration shall hereby waive his/her right to a Civil Service hearing under the County's Civil Service Rules and that an employee who takes an issue to a Civil Service hearing waives his/her right to an arbitration hearing. It is also 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.

ARTICLE 19 GENERAL PROVISIONS

19.1 The provisions of this Agreement shall be applied equally to all employees in the bargaining unit without discrimination and shall be in conformity with any applicable County ordinance, State and/or Federal law. In recognition of State and Federal law prohibiting discrimination, violations of this Section shall not be subject to the grievance procedure.

19.2 All references to employees in this contract designate both sexes, and wherever the male gender is used, it shall be construed to include male and female employees.

19.3 The Employer agrees to provide each employee access to current Sheriff's Office Manual(s).

19.4 Off-Duty Employment.

19.4.1 Any employee who wishes to take additional employment during off-duty hours will inform the Sheriff in writing and gain permission for off-duty employment from the Sheriff before accepting the employment. In doing so, the employee will fully describe the nature of the work to be performed and the hours of work. If it is judged that the additional employment involves misuse of the commission or could adversely affect the employee's on-duty work performance or the Sheriff's Office image or efficiency, the request may be denied by the Sheriff.

19.4.2 If any off-duty employment situation held by an employee is found to interfere, as detailed above, the employee will be required to terminate such employment. The primary obligation and responsibility of an employee who accepts off-duty employment must be to the Sheriff's Office. Employees directed to report for work will do so regardless of their off-duty employment situations.

19.4.3 As a condition of approval of off-duty employment, employees agree to obtain a written agreement from the off-duty employer to defend and indemnify Clark County from any claims, liability or damages resulting from such claims, arising out of the activities of the off-duty deputy while engaged in such off-duty employment. Agreement forms will be provided by the County. The defense of claim or liability for damage, arising from off-duty employment shall be the responsibility of the off-duty employer.

19.5 Liability Insurance. During the term of this Agreement, the County shall provide liability insurance (or self-insurance) for bargaining unit employees. Such insurance shall defend and indemnify employees against allegations arising from all acts or omissions occurring within the scope of the duties and responsibilities of the employee's employment whether the employee was on-duty or off-duty at the time the employee acted. Such insurance (or self-insurance) shall also cover all costs, including attorney's fees, connected with proposed or threatened suits and negotiated settlements, provided that the County need not indemnify and defend the employee for any dishonest, fraudulent, criminal or malicious act or for any suit brought against the employee by or on behalf of the County.

ARTICLE 20 SUBSTANCE ABUSE FREE ENVIRONMENT

20.1 Statement of Principle. The Association, the employees it represents and the Employer are committed to a substance abuse-free working environment that ensures that all Commanders are functioning without the influence of drugs or alcohol. The parties recognize that the use of drugs and/or alcohol which adversely affects job performance in any way constitutes a serious threat to the health and safety of the public, to the safety of fellow employees and to the efficient operations of the Sheriff's Office. Therefore, the parties agree to establish procedures that shall apply if there is reasonable suspicion that an employee is impaired by alcohol or drugs or is in possession of or engaged in the selling of illegal drugs.

20.2 Preconditions to Drug or Alcohol Testing. Before any employee may be tested for drugs or alcohol, the County must meet the following prerequisites.

20.2.1 All employees in the Association's bargaining unit must be clearly informed of what drugs or substances are prohibited by the County.

20.2.2 Any drug testing policy which is applied to the members of the Association's bargaining unit must be applied to all sworn personnel.

20.2.3 The County and the Association shall jointly select the laboratories which will perform the testing. Such laboratories will also be used when an Association member is selecting a laboratory.

20.3 Grounds for Testing.

20.3.1 Random drug testing of any kind is prohibited.

20.3.2 The performance of drug testing by other than the taking of urine samples is prohibited, for purposes of this Article.

20.3.3 Drug and alcohol testing are permitted if the County possesses facts that give rise to a reasonable suspicion that an employee is currently or has recently been engaging in the use of illegal drugs, in the abuse or illicit use of legal drugs, or has consumed alcohol less than eight (8) hours prior to regularly scheduled work or during work.

20.4 Testing Mechanisms.

20.4.1 The following mechanisms shall be used for any drug test performed on members of the Association:

20.4.1.a Any screening test shall be performed using the Radioimmunoassay (RIA) method. If the laboratory selected by the parties does not provide for RIA testing, then any screening testing shall be performed by Thin Layer

Chromatography (TLC). No positive test result shall be reported to the Employer unless the GC/MS test confirms the positive test results.

20.4.1.b Any positive results on the initial screening test shall be confirmed through the use of Gas Chromatography/Mass Spectrometry (GC/MS).

20.4.2 The following testing mechanisms shall be used for alcohol tests performed on members of the Association:

20.4.2.a Blood alcohol sample will be taken by a medical professional.

20.4.2.b Breathalyzer shall be subject to confirmation by blood testing if requested by the employee.

20.4.3 The County shall pay for all tests and related costs.

20.5 Procedures to be Used When the Sample is Given. The following procedure shall be used whenever an employee is requested to give a urine sample:

20.5.1 Prior to testing, the employee will be required to list all drugs currently being used by the employee on a form to be supplied by the collection testing site. This form, and all documents and information concerning drug testing, shall remain confidential pursuant to the terms in Section 20.7.2 of this Article. Samples taken for this purpose shall be reviewed by a Medical Review Officer (MRO) provided by the collection testing site.

20.5.2 A urine sample will be taken of the employee. The test shall be given in such a manner as to protect the authenticity and reliability of the sample and the privacy of the individual.

20.5.3 Immediately after the sample has been given, it will be divided into two (2) equal parts. Each of the two (2) portions of the sample will be separately sealed, labeled, and stored in a secure and refrigerated atmosphere. One (1) of the samples will then be sent or delivered to a testing laboratory mutually agreeable to the Association and the County.

20.5.4 The sample will first be tested using the screening procedure set forth in Section 20.4.1.a of this Article. If the sample tests are positive for any prohibited drug, the confirmatory test specified in Section 20.4.1.b of this Article will be employed.

20.5.5 If the confirmatory test is positive for the presence of an illegal drug, the employee will be notified of the positive result within twenty-four (24) hours after the County learns of the results, and will be provided with copies of all documents pertinent to the test sent to or from the County by the laboratory. The employee will then have the option of having the untested sample submitted to a laboratory of the employee's own choosing and at the employee's expense. This laboratory will be selected from the list

compiled by the Association and the County. The County will be given a copy of the results.

20.5.6 Each step in the collecting and processing of the urine specimens shall be documented to establish procedural integrity and a chain of evidence.

20.6 Consequences of Positive Test Results.

20.6.1 Reporting for work with alcohol in excess of .02 grams/100 ml in the bloodstream will be a basis for disciplinary action consistent with Article 17.

20.6.2 An employee who has tested positive for the presence of illegal drugs or alcohol pursuant to this Section may be disciplined for just cause or may be referred to an employee assistance program or appropriate drug or alcohol counseling/treatment, as deemed appropriate by the Employer. Employees may use accrued leave for counseling and treatment.

20.6.3 An employee who tests positive shall have the right to challenge the accuracy of the test results. Such employee shall be subject to unannounced testing for a period of one (1) year following the inception of treatment. If the employee violates the terms of treatment or again tests positive during such period, he/she shall be subject to discipline, up to and including discharge.

20.7 Employee Rights.

20.7.1 Once the Association member has been given the opportunity to obtain Association representation, the employee shall have the right to an Association representative up to and including the time the sample is given. The County has the right to obtain a sample within a reasonable time period. Nothing herein shall restrict the employee's right to representation under general law.

20.7.2 If at any point the results of the testing procedures specified in Section 20.4 of this Article are 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) shall be destroyed within twenty-four (24) hours after the test results have been received by the County. All positive test results will be kept confidential, and will be available only to the Sheriff, one (1) designated representative of the Sheriff, the Sheriff's Office Human Resource Manager, and the employee. Such results may also be used in a proceeding involving discipline or discharge.

20.7.3 Employees who voluntarily seek assistance concerning a drug or alcohol problem, prior to detection by the County, shall not be disciplined by the Employer, however, such employees may be assigned alternative duty if they would pose a direct threat to the health or safety of other employees and the community.

20.8 Prescription Drugs. All employees who must use a prescription drug that causes 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 the expected duration of its use. If the prescription drug use could cause performance or safety problems, a supervisor may grant the employee sick leave or temporarily assign the employee different duties, if available.

20.9 Drug Free Workplace. The County provides a drug-free workplace pursuant to the Drug Free Workplace Act, 41 U.S.C §701, et seq. The parties agree that the County may, consistent with the terms of this Agreement, take action to comply with the Drug Free Workplace Act, including publication and distribution of a drug-free workplace statement and establishment of a drug-free awareness program.

ARTICLE 21 SCOPE OF AGREEMENT

21.1 Should any Article, Section or portion thereof of this Agreement be held unlawful and unenforceable, such decision shall apply only to the specific Article, Section, or portion thereof directly specified in the 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.

21.2 This Agreement embodies the whole agreement of the parties. There are no promises, terms, conditions, or obligations other than those contained herein, except for written supplements to this instrument executed subsequently thereto. The wages, benefits, rights and protections of bargaining unit members derive from this collective bargaining agreement and RCW 41.56. Therefore, the Employer and the Association for the duration of this Agreement, voluntarily agree not to expect the other party to bargain with respect to any subject or matter specifically discussed during the negotiations or covered in this Agreement unless mutually agreed otherwise.

21.3 All matters not prescribed by the language of this Agreement may be administered for its duration by the Employer in accordance with the Civil Service Rules, County Personnel Policies, and Sheriff's Office General Orders. In the event of a conflict between those documents and this Agreement, the provisions of this Agreement shall prevail.

21.4 In the event the County desires to change the above-referenced rules, policies, orders or an established past practice, as defined in Article 2, the County shall provide written notice to the Association (Executive Board Member), of the proposed changes at least fifteen (15) days prior to implementation of the changes. The Association shall have fifteen (15) days to object to the proposed changes. If the Association fails to object, then the Association shall be deemed to have waived its right to bargain and the County may implement the proposed changes without further negotiations.

In the event the Association objects, the Association shall specify in writing the basis for its objection and why the Association believes an obligation to bargain exists. If the County disagrees as to whether the obligation to bargain exists, the County may implement and the Association may pursue its remedies under the RCW. If the parties agree that an obligation to bargain exists, the parties shall negotiate to resolution or impasse under the RCW, but in no event will a mandatory subject of negotiation be implemented until either settlement or the conclusion of RCW impasse procedures.

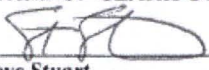
21.5 In the event of an emergency as defined under Article 2, the County may, in lieu of the fifteen (15) day notice provided in Section 21.4 above, provide notice and implement at the same time. The Association reserves its rights to pursue violations of this Section through RCW 41.56 or the grievance procedure, as appropriate.

ARTICLE 22 DURATION

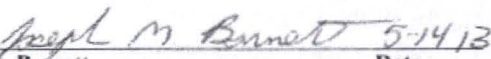
Except as specifically provided herein, this Agreement shall be effective and retroactive to January 1, ~~2013~~2016, and shall remain in full force and effect through the 31st day of December ~~2015~~2018. If either the Employer or the Association desires to modify this Agreement for any reason, they shall give written notice to the other not later than April 1, ~~2015~~2018

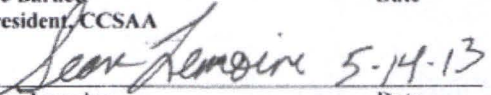
(CONFORM FOR SIGNATURES)

BOARD OF CLARK COUNTY COMMISSIONERS

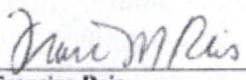
 _____ May 7, 2013
 Steve Stuart Date
 Board of County Commissioners, Chair

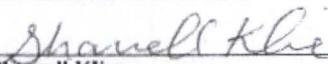
**CLARK COUNTY SHERIFF'S
ADMINISTRATION ASSOCIATION**

 _____ 5-14-13
 Joe Barnett Date
 President, CCSAA

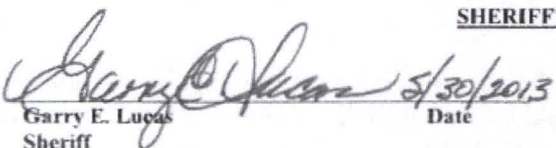
 _____ 5-14-13
 Sean Lemoine Date
 Attorneys for the Clark County Sheriff's
 Administrator's Association

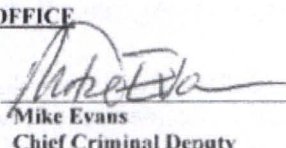
CLARK COUNTY

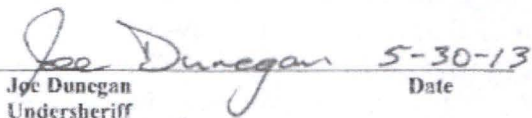
 _____ 5/13/2013
 Francine Reis Date
 Human Resources Director

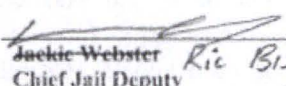
 _____ 5/13/13
 Sharrell Kline Date
 Human Resources Manager

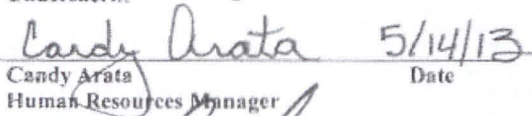
SHERIFF'S OFFICE

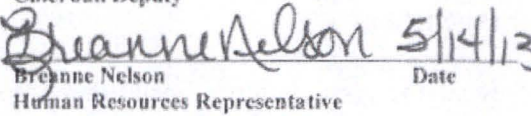
 _____ 5/30/2013
 Garry E. Lucas Date
 Sheriff

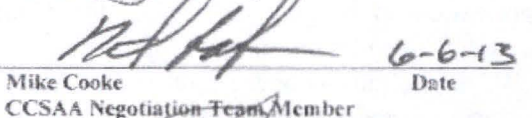
 _____ 5/30/13
 Mike Evans Date
 Chief Criminal Deputy

 _____ 5-30-13
 Joe Dunegan Date
 Undersheriff

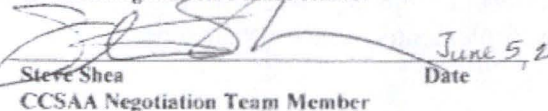
 _____ 06/05/13
 Jackie Webster Ric Bittig Date
 Chief Jail Deputy

 _____ 5/14/13
 Candy Arata Date
 Human Resources Manager

 _____ 5/14/13
 Breanne Nelson Date
 Human Resources Representative

 _____ 6-6-13
 Mike Cooke Date
 CCSAA Negotiation Team Member

 _____ 6/05/13
 Kimberly Beltran Date
 CCSAA Negotiation Team Member

 _____ June 5, 2013
 Steve Shea Date
 CCSAA Negotiation Team Member

APPENDIX A

COMMANDER SALARY SCHEDULE

| 2013 (1.75%) 2016 2.50% (add Step 10 for Enforcement) | | Step | | | | | | | | |
|--|-------------------------------------|-------------|----------|----------|----------|----------|----------|----------|----------|----------|
| Grade | Title | 1 | 2 | 3 | 4 | 5 | 6 | 7 | 8 | 9 |
| CC.200 | Commander - Custody | 7278 | 7460 | 7642 | 7834 | 8025 | 8226 | 8426 | 8637 | 8848 |
| CC.200L | Commander - Custody (Longevity) | 7642 | 7833 | 8024 | 8225 | 8426 | 8637 | 8847 | 9069 | 9290 |
| CE.100 | Commander - Enforcement | 7278 | 7460 | 7642 | 7834 | 8025 | 8226 | 8426 | 8637 | 8848 |
| CE.100L | Commander - Enforcement (Longevity) | 7642 | 7833 | 8024 | 8225 | 8426 | 8637 | 8847 | 9069 | 9290 |
| 2014 (2%) 2017 (2.50%) - add Step 10 for Enforcement | | Step | | | | | | | | |
| Grade | Title | 1 | 2 | 3 | 4 | 5 | 6 | 7 | 8 | 9 |
| CC.200 | Commander - Custody | 7424 | 7609 | 7795 | 7990 | 8186 | 8390 | 8595 | 8810 | 9025 |
| CC.200L | Commander - Custody (Longevity) | 7795 | 7989 | 8185 | 8390 | 8595 | 8810 | 9025 | 9251 | 9476 |
| CE.100 | Commander - Enforcement | 7424 | 7609 | 7795 | 7990 | 8186 | 8390 | 8595 | 8810 | 9025 |
| CE.100L | Commander - Enforcement (Longevity) | 7795 | 7989 | 8185 | 8390 | 8595 | 8810 | 9025 | 9251 | 9476 |
| 2015 (2%) (2.50%) – add Step 10 for Enforcement | | Step | | | | | | | | |
| Grade | Title | 1 | 2 | 3 | 4 | 5 | 6 | 7 | 8 | 9 |
| CC.200 | Commander - Custody | 7572 | 7761 | 7951 | 8150 | 8350 | 8558 | 8767 | 8986 | 9206 |
| CC.200L | Commander - Custody (Longevity) | 7951 | 8149 | 8349 | 8558 | 8768 | 8986 | 9205 | 9435 | 9666 |
| CE.100 | Commander - Enforcement | 7572 | 7761 | 7951 | 8150 | 8350 | 8558 | 8767 | 8986 | 9206 |
| CE.100L | Commander - Enforcement (Longevity) | 7951 | 8149 | 8349 | 8558 | 8768 | 8986 | 9205 | 9435 | 9666 |

APPENDIX B

**COMMANDER GUILD DUES
AUTHORIZATION FORM**

Employee: _____ Job Title: **COMMANDER** Custody Enforcement

Department: CLARK COUNTY SHERIFF'S OFFICE Employee#: _____

Effective Hire Date/ Promotion Date: _____

Means of Appointment:

Promotion Other **Religious Tenets Exemption**
Donation to charitable organization
(Separate form required).

Monthly dues:

\$70.00 of base salary for full time-part-time/permanent employees.*

* All employees will pay a minimum of _____ monthly to cover cost of retainer.
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 to the treasurer of the Commander Guild to avoid any lapse in their Commander 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 _____

PSN: _____

| |
|--|
| Payroll Only: Employee #: _____ Implemented Payroll _____ Initials/Date: _____ |
|--|

APPENDIX C

MEMORANDUM OF UNDERSTANDING REGARDING HEALTHCARE BENEFITS

This is a Memorandum of Understanding between the undersigned parties regarding 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/guild staff), two (2) representatives from the ranks of the non-represented employees and up to eight (8) 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 (1) union/guild 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.
* Any modifications made to the plan shall not need further ratification by the bargaining units. Any such modifications must be in keeping with the spirit of this MOU as originally created.
- The Committee will be responsible for ensuring plan design encompasses federal and state laws.
- [In consideration of the provisions of the Affordable Care Act], a High Deductible health Plan (HDHP) with a Health Savings Account (HSA) will be included as [an additional] voluntary plan options, along with an HMO plan and a non-HMO plan, no later than January 1, 2014. The particular elements of the plan will be the responsibility of the Committee.

- ~~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.~~
- ~~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 the 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 Per Employee Per Month (PEPM) budget identified below.~~

| Year | Per EE Per Mo. |
|------|----------------|
| 2013 | \$1,338.00 |
| 2014 | \$1,365.00 |
| 2015 | \$1,392.00 |


- ~~Employees will be responsible for contributing seven percent (7%) of the composite cost each year; and if costs exceed the composite cost plus the employee contribution, both the County and employee shall share in the excess cost on a 50/50 basis.~~

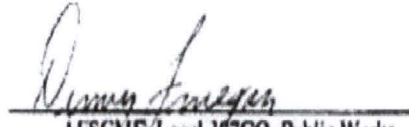
Decision-making:

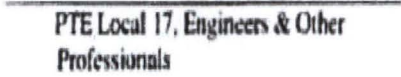
- ~~The Committee may choose to work with a Mediator. The Mediator shall not be a voting member of the Committee. However, if the Healthcare Committee is unable to reach a decision for any benefit year by October 1st, the Mediator shall direct a solution. Such solution shall be binding on all parties 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 fifty percent (50%); the remaining fees shall be divided equally among the participating units.~~

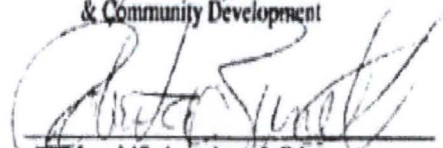
This MOU is covered under the grievance provisions of the collective bargaining agreements for purposes of the parties' compliance with the terms and conditions contained herein.

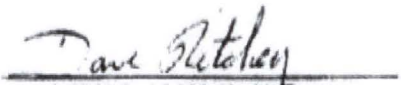
This MOU shall expire December 31, 2015.

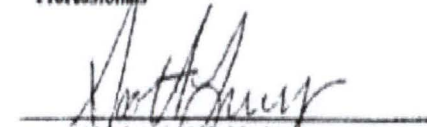

OPEIU Local 11, Office &
Professional Employees

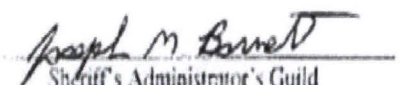

AFSCME, Local 367CO, Public Works
& Community Development


PTE Local 17, Engineers & Other
Professionals

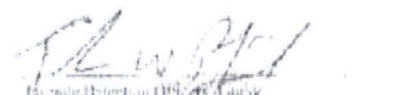

PTE Local 17, Appraisers & Other
Professionals


LIUNA Local 335, Health Care
Division



IAM, Local 1432, Machinists


Sheriff's Administrator's Guild

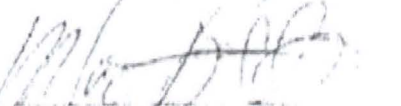
Information Technology Guild


Nevada Protection Officers Guild


Sheriff's Office Support Guild


Francine M. Reis, Human Resources
Director

H.W.C. Local 8, Medical Examiner's
Office Unit

BOARD OF CLARK COUNTY COMMISSIONERS

Marc Boldt, Chair

CRESA, Clark County Dispatchers
Guild