

# **AGREEMENT**

between

**LOCAL 307CO  
PUBLIC WORKS, COMMUNITY DEVELOPMENT  
AND COMMUNITY PLANNING UNITS  
WASHINGTON STATE COUNCIL OF COUNTY AND CITY EMPLOYEES  
COUNCIL 2, AFSCME, AFL-CIO**

and

**CLARK COUNTY, WASHINGTON**

**July 1, 2018 – June 30, 2021**

## **EXHIBITS AND APPENDICES**

- Exhibit A: Salary Range Schedules and Represented Classifications
- Appendix A: Memorandum of Understanding –Healthcare Committee
- Appendix B: Homogeneous Classification Table
- Appendix C: Memorandum of Understanding – Paid Time Off (PTO)
- Appendix D: Memorandum of Understanding – “Me Too” Clause



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## **ARTICLE 1. RECOGNITION**

**1.1 Parties.** This Agreement is between Clark County, Washington, hereinafter referred to as the County, and Washington State Council of County and City Employees, Council 2, AFSCME AFL-CIO, Local 307CO, hereinafter referred to as the Union for purposes of setting forth the mutual understanding of the parties regarding wages, hours, and conditions of employment.

**1.2 Exclusive Representative.** The County hereby recognizes the Union as the exclusive bargaining representative for the purposes stated in Chapter 41.56 RCW of all regular full-time and regular part-time employees employed within these County's departments: Public Works, Community Development, Community Planning, and Department of Environmental Services are considered to be within this bargaining unit. In addition, the formation of new departments which have a substantial community of interest with existing AFSCME represented members may, with the agreement of the County and AFSCME, be included into this unit and be referred to as the "AFSCME Employees Unit." County employees who are excluded from the bargaining unit are:

- a. Temporary, casual;
- b. Non-contract, part-time employees;
- c. Employees in classifications certified to another bargaining unit;
- d. Supervisory and confidential employees (Administrative Assistants to Department Directors);
- e. Others as mutually determined by the parties;
- f. Elected Officials and their appointed staff designated as unclassified service per RCW 41.56.030(12).

**1.3** The Employer will notify the Union regarding newly created or substantially modified non-exempt classifications in departments with Local 307CO representation to provide the opportunity to comment on inclusion/exclusion from the unit. If parties cannot resolve the question of inclusion/exclusion, either party may submit the matter to the Public Employment Relations Commission (PERC) for determination through the unit classification process.

**1.4 Disputes Concerning Compensation for New Classifications or Positions.** If a classification is allocated to the bargaining unit, the parties will engage in negotiations regarding the compensation for the classification. If the parties are unable to mutually agree on the compensation for the classification, the County may implement the proposed compensation with thirty (30) days notice. The parties may then agree to submit the matter to mediation and if either party is unwilling to accept the mediators recommendation the matter will be carried forward into the next contract negotiations.

**1.5** The classifications currently covered by this Agreement are set in Exhibit A to this Agreement but may be limited to those currently included in Exhibit A to the Agreement. For purposes of recognition, "regular" employees include those occupying budgeted positions and working a regular schedule of 1040 hours or more in any calendar year.

**1.6** For the purposes of this Article, "temporary employee" shall mean one who is hired to work not more than 1040 hours in a calendar year unless an extension is mutually agreed to.

**1.7 Project Employees.** The County may employ project employees for long term but limited duration projects for up to eighteen (18) months on a full time basis. Project employees are eligible for selected benefits: vacation, observed and floating holidays, sick leave, medical and dental insurance, and the Employee Assistance Program (EAP) in the same manner as employees covered under this Agreement. Project employees shall be entitled to be members of the Union with rights equivalent to probationary employees but shall not be entitled to bump or displace covered employees when laid off at the conclusion of the project nor shall they be entitled to seniority rights.

**1.8 Use of Temporaries.** The County may employ temporary employees on a seasonal, cyclic, or short-term basis, or to assist during an unusually high workload. A temporary employee normally will not be employed more than 1,040 hours in a calendar year, unless extended with the mutual agreement of the Union and the County. The County will notify the Union(s) quarterly of the number and identity, date of hire, classification and department of temporary employees. The County will not rotate temporaries through the same position, including providing a minimum three (3) month break between work periods.

**1.9 Use of Alternative Workers and Non-Bargaining Unit Personnel.** The County may, in its discretion, make use of various alternative workers for rehabilitative, societal or other purposes including volunteers, offenders, youth programs, interns, senior citizens, welfare recipients and the disabled. Alternative workers shall be used as a supplement to and not in place of bargaining unit members. The County may assign tasks to personnel from other bargaining units and non-represented employees provided such activity does not result in the layoff of bargaining unit employees or a reduction in the number of bargaining unit positions. Any use of alternative workers or non-bargaining unit personnel not in compliance with this Section requires bargaining under RCW 41.56.

## **ARTICLE 2. NON DISCRIMINATION**

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

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

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

**3.1 Maintenance of Membership.** Except as provided in Section 3.2, all covered employees shall, as a condition of continued employment, maintain their membership in good standing in the Union during the life of this Agreement. New employees shall be enrolled on the first (1<sup>st</sup>) day of the calendar month following their hire date or appointment to a position in the bargaining unit.

**3.2 Religious Tenets Exception.** Employees who are determined by the Public Employment Relations Commission to satisfy the religious exemption requirements of RCW 41.56.122 shall pay an amount equivalent to regular Union dues and initiation fees. Those individuals paying religious exemption (non-association) fees will be afforded payroll deductions the same as Union members. Non-association fees will be paid to a non-religious charity mutually agreed upon by the employee affected and the Union to which such employee would otherwise pay the regular monthly dues.

**3.3** In the event an employee member of the Union fails to maintain his/her membership or charitable payment, the Union will notify the County in writing, a "Request for Discharge Letter," through the Human Resources Department of such employee's delinquency.

3.3.1 The County agrees to give notice to the employee and the Union within five (5) working days that his/her employment status with the County is in jeopardy and that failure to meet the membership obligation within thirty (30) calendar days from the date such notice is received will result in termination, and that the employee has an opportunity before the end of said thirty (30) calendar day period to present to the affected department any information relevant to why the employer should not act upon the Union's written request for the employee's discharge.

3.3.2 In the event the employee has not yet fulfilled membership or charitable payment obligation with the thirty (30) calendar day period noted in the "Request for Discharge Letter," the Union shall thereafter reaffirm in writing to the County with a copy to the employee, its original written request for discharge of such employee. Unless sufficient legal explanation or reason is presented by the employee why discharge is not appropriate or unless the Union rescinds its request for the discharge, the County shall, as soon as possible thereafter effectuate the discharge of such employee. If the employee has fulfilled the Union security obligation within the thirty (30) calendar day period, the Union shall so notify the County through the Human Resources Department with a copy to the employee.

3.3.3 If the Union has reaffirmed its request for discharge, the County shall notify the Union in writing, with a copy to the affected employee, that the County effectuated the discharge and the specific date such discharge was effectuated, or that the County has not discharged the employee, setting forth the reasons why it has not done so. Any disputes regarding the County's failure to discharge the affected employee pursuant to this Section shall be adjudicated by the Public Employment Relations Commission.

**3.4 New Hires.** The County agrees to provide the Union with written notification of new hires and separations from the bargaining unit in a fashion mutually acceptable to the parties. The County shall notify all new hires of their responsibility to meet with the appropriate Union representative as part of their orientation process. The Union shall keep the County informed as to the proper representatives for this purpose.

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

**3.5 Printing and Distribution.** The County shall bear the cost of printing and binding twenty-five (25) copies of this Agreement for the bargaining unit and shall provide these copies to the Union for distribution to represented employees. Be it further agreed that upon final signatures the County shall distribute electronically to all bargaining unit members a copy of the Agreement with an option to print should the employee deem necessary. The County shall provide copies to all new hires.

**3.6 Health and Safety.** The County shall be responsible for ensuring that all work is done in accordance with applicable State, Federal and County health and safety codes, ordinances and/or regulations. Alleged violations of this commitment shall be subject to this Agreement's grievance procedure provided, however, that any disputes which remain unresolved after Step 3 of said procedure are not subject to binding arbitration.

## ARTICLE 4. MANAGEMENT RIGHTS

**4.1 Rights Reserved.** The management of the County and the direction of the work force are vested exclusively in the County subject to the terms of this Agreement. The parties agree that existing established past practices not covered by this Agreement on mandatory subjects of bargaining shall be altered only with agreement of the parties. The County shall notify the Union in writing of proposed changes to the County Human Resources Policy Manual or to any mandatory subject of bargaining not covered by this Agreement. This Article does not restrict the right of an employee to use the grievance procedure set forth in Article 21 in this Agreement.

**4.2** Except as specifically limited by the express terms of this Agreement, the parties recognize the following rights of the County:

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

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

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

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

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

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

**4.3 Contracting Out.** The County may contract out bargaining unit work provided such activity does not result in the layoff of bargaining unit employees or a reduction in the number of employees or positions within the bargaining unit. The County shall provide fifteen (15) working days' notice to the affected Union and its representatives.

**4.4 Performance Evaluation.** The County retains the right to evaluate employees including the use or modification of performance appraisal programs. The County agrees to provide for employee and Union input on the development of any new appraisal form or system or a substantial change to forms or systems now in use. The parties further agree to the following elements of a performance appraisal system:

- a. The purpose of performance evaluations is to provide employees with clear expectations and feedback regarding their performance against those expectations. The County will endeavor to ensure that, within a department and job classification, expectations and standards should be as consistent as possible.



- b. The County may establish or revise procedures and forms for performance evaluations, so long as such procedures and/or forms are reasonable. Only management representatives who are not covered by this agreement shall do performance reviews, except that employees in lead positions shall be expected to provide input on evaluations of employees under their lead.
- c. Employees may appeal performance evaluations to the reviewer or second (2<sup>nd</sup>) level signatory. If still unsatisfied they may appeal to the department head. The department head's decisions shall be final. Employees may ask Human Resources to review the evaluation if there is any evidence of unlawful or inappropriate activity. Examples would include consideration of prohibited factors such as race, gender or Union activity or other prima facie violations of this Agreement or County policy. Human Resources is not empowered or authorized to substitute its judgment for that of the department on the substance of the evaluation.
- d. Performance Evaluations should be used to document previously raised problems and concerns. Except in unusual circumstances, problems not previously raised should not be included in evaluations.
- e. Performance evaluations, including employee comments and reasonable rebuttal materials, shall be included in personnel files. The County shall strictly guard the confidentiality of employees' performance evaluations.

**4.5 Vehicle Assignment.** The County retains the exclusive right to assign County vehicles to employees represented by the Union or to restrict, regulate, or rescind such assignments at any time and in any fashion except a permanent vehicle assignment shall not be rescinded by the County until the employee assigned such vehicle has been given seven (7) calendar days' advance written notice. For purposes of this Section, a "permanent" vehicle assignment shall be deemed one which lasts more than thirty (30) consecutive calendar days.

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

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

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

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

5.3.1 The County shall provide the Union with bulletin boards at reasonable locations for its use in communicating to members. The Union shall limit its posting of notices and bulletins to such bulletin boards.

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

5.3.3 Use of County facilities for Union meetings shall be permitted, subject to the general rules and conditions for public use of County facilities.

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

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

5.4.2 Employee Union representatives shall be allowed one (1) hour of release time preceding or following meetings with the County for preparation/debriefing activities.

5.4.3 Release time for arbitration or PERC hearings shall be limited to the grievant/appellant, Union witnesses and two (2) Union officers. Union witnesses shall be allowed to attend for as long as their presence is required in relation to their testimony.

Other employees may attend with permission of their immediate Manager and shall attend on their own time.

**5.5 Union Business Leave.** The Union shall normally be granted two (2) days per year of Union Business Leave for use by officers and stewards for Union conferences and conventions. However, with one (1) month prior notice, the County will agree to grant two (2) Union officers up to five (5) additional days of Union Business Leave for the purpose of attending a national convention.

## **5.6 Payroll Reporting.**

5.6.1 All paid time spent by Union officers and members in release time activities shall be reported under code UNR (Union Release Time) on employee time sheets.

5.6.2 All paid time spent by Union officers and members on Union Business Leave shall be reported under code UNB (Union Release Conference & Training/Business) on employee time sheets.

5.6.3 All paid time spent by Union officers and members in release time for the purposes of collective bargaining negotiations shall be reported under code UNN (Union Negotiations Release Time) on employee time sheets.

5.6.4 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 Union at least thirty (30) days written notice prior to the modification.

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

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

## ARTICLE 7. JOB ASSIGNMENTS AND CLASSIFICATION

**7.1 Work Assignments and Duties.** The County may make or change the assignment of employees to specific jobs within the bargaining unit in accordance with their specific job classification or title.

**7.1.1 Work Out of Class.** Employees in certain work-out-of-classification assignments shall be eligible for additional compensation as provided by Article 11.9 in this Agreement.

**7.1.2 Career Development.** Employees may be assigned higher level work for training and development purposes on a limited term basis. The Department shall make every effort to distribute such assignments on an equitable basis. Assignments of employees to a position in a higher-level classification under this Section shall normally be for a maximum of sixty (60) days unless otherwise agreed or work-out-of-classification pay is offered. Employees shall be informed in writing of the purpose of the assignment and its expected duration. Career Development opportunities shall not be used to prevent the filling of vacant positions.

**7.1.3 Alternate Staffing.** Alternate staffing is defined as the budgeting of a position at more than one (1) classification level within a job series. Employees filling alternately staffed positions may be assigned duties at any of the classification levels of the position and shall be eligible for promotion when performing fully satisfactorily at the higher level in the judgment of the Department.

Classifications which are alternately staffed include those listed below. Additional classifications may be established as alternately staffed by mutual agreement. Only positions budgeted at the level in the first (1<sup>st</sup>) column are alternately staffed at the level in the second (2<sup>nd</sup>) column.

Building Inspector II	Building Inspector I
Building Inspector III	Building Inspector II
Deputy Fire Marshal, Senior	Deputy Fire Marshal
Fire Inspector II	Fire Inspector I
Natural Resources Specialist III	Natural Resources Specialist II
Natural Resources Specialist II	Natural Resources Specialist I
Office Assistant II	Office Assistant I
Office Assistant III	Office Assistant II
Permit Technician	Assistant Permit Technician
Planner II	Planner I
Planner III	Planner II
Plans Examiner, Senior	Plans Examiner
Wastewater Maintenance Technician II	Wastewater Maintenance Technician I
Wastewater Operator II	Wastewater Operator I
Wastewater Operator III	Wastewater Operator II

## **7.2 Reclassification.**

7.2.1 Job classifications shall be defined by the current class description for each of the job class titles covered by this Agreement. The County may revise and update classifications to reflect current duties and qualifications for each classification. The Union shall be provided notice of any changes other than those, which are editorial or cosmetic in nature and afforded the opportunity to bargain the effects of the change with respect to mandatory subjects of bargaining. Job descriptions for all job classifications shall be continuously available to employees on the LAN, Intranet and website.

7.2.2 Employees who believe they are misclassified or have been assigned work outside of their current classification must notify their Supervisor or Manager in writing. If the department agrees that a reclassification is appropriate the Supervisor or Manager will request a study of the position(s) by Human Resources. If the employee's department disagrees with the request, they shall so notify the employee in writing within thirty (30) days. If the employee still disagrees, they may appeal the decision to the Human Resources Department. The Human Resources Department will notify the employee within sixty (60) days as to whether the position warrants study and an anticipated date for study. The effective date of any change will be the date of the adoption of the study or the beginning of the seventh (7<sup>th</sup>) month following receipt of the official request by the Human Resources Department, if the study has not been completed within six (6) months.

7.2.3 When a position is reclassified, the incumbent shall be continued in the position when the following criteria are met:

- a. The change in duties evolved over a period of time, generally six (6) months or longer (versus occurring instantaneously, such as via reorganization) and;
- b. The incumbent has occupied the position and has performed substantially all the duties of the new classification for six (6) months and;
- c. The incumbent meets all of the published minimum requirements of the new classification.

7.2.4 If these qualifications are not met the employee may continue in the position as an underfill for up to twelve (12) months or be reassigned to another vacant and suitable position for which the employee is qualified in the same classification in the department. If there is no position available and an underfill is not practical, the employee shall be laid off.

**7.3 Salaries for New/Revised Classifications.** When a new classification is required or a substantial change is made to an existing job classification in the area of an "upward" change in responsibilities or qualifications the County will develop/revise the classification description, proposed salary and proposed bargaining unit assignment. The salary range for the new/revised classification shall be established following County procedures so that the salary of the new class is equitable in comparison to existing bargaining unit classes. The Union shall be provided notice of the allocation and afforded the opportunity to negotiate as to the salary and bargaining unit allocation. If the parties are unable to mutually agree on the compensation for the classification, the County may implement the proposed compensation with thirty (30) days notice. The parties may then agree to submit the matter to mediation and if either party is unwilling to accept the mediators recommendation the matter will be carried forward into the next contract negotiations. If the parties agree to a change to the salary/classification, the change shall be retroactive to the County's original approval date. If the parties cannot agree on bargaining unit allocation, the processes available through the Public Employment Relations Commission shall be used to resolve the issue.

## ARTICLE 8. FILLING OF VACANCIES

**8.1 Vacancies and Posting.** Except as otherwise provided herein, job postings to fill new or vacant budgeted full or part-time bargaining unit positions shall be distributed via e-mail and available on the County intra/internet. Departments without access to electronic communications will receive a hard copy of the announcement for posting on employee bulletin boards. Employees interested in positions in specific classifications must follow the posting procedures. The filing period shall be a minimum of ten (10) working days unless otherwise agreed. Such notice shall include the classification, salary, description of the duties of the position, qualifications, knowledge, skills and abilities and selection process. Only qualified candidates who apply within the established filing period will receive consideration for such vacancies. When filling vacancies or promotional opportunities, the goal is to encourage growth and opportunity for advancement and to hire the most qualified candidate for the position.

**8.2 Classification Recruitments.** Recruitments may be conducted on a position-by-position basis or on a classification basis. When a recruitment is conducted on a classification basis, the recruitment shall so specify and the pool of qualified candidates may be used to fill multiple current and future vacancies within a classification for up to twelve (12) months from the final posting date. Employee-candidates within the pool shall be referred to available vacancies based on their overall qualifications as well as specific qualifications, skills and preferences for particular vacancies.

### **8.3 Job Opportunities.**

8.3.1 When, in the judgment of the Human Resources Department, sufficient candidates from within the County are qualified, available and interested, the recruitment may be restricted to internal candidates. It is generally an interest of the County to fill promotional opportunities from among qualified applicants within the County. In this regard, promotional recruitments may be further restricted to employees of the Union or department.

8.3.1.1 Vacant positions may be posted on a simultaneous or internal/external basis, based upon the following guidelines:

- a. All external applications will be collected directly by the Human Resources Department.
- b. The County shall first review and consider internal applications when reviewing the applicant pool.

8.3.2 Employees may apply for open recruitments and will receive consideration if they meet all required qualifications. Employees will be allowed paid time off from their work schedule to participate in interviews for in-house promotional opportunities.

8.3.3 Except for Supervisor positions, when the selection decision is between external and internal candidates and the knowledge, skills, and abilities of the candidates are substantially equal, preference shall be granted to internal candidates, first within the



Department, then within the bargaining unit. (Employees may decline consideration for appointment to a vacant position without adversely affecting their current employment status).

8.3.4 Except for Supervisor positions, when the selection decision is between two (2) or more internal candidates within the bargaining unit, who are entitled to preference under Section 8.3.2 in this Article, bargaining unit seniority shall prevail where the qualifications, knowledge, skills and abilities of the candidates are substantially equal as long as the more senior employee is not under written corrective action and/or a Performance Improvement Plan (PIP) within the last twelve (12) months.

8.3.5 With respect to internal candidates for promotions to Plans Examiner Leadworker or Building Inspector Leadworker positions within Community Development, the department may consider qualifications, knowledge, skills, abilities, supervisory aptitude and past performance. Where all else is substantially equal, seniority shall prevail.

**8.3.4 Crew Chief Positions.** When the County wishes to fill a new or vacated budgeted Crew Chief position, the following shall apply:

- a. Once management has determined that a Crew Chief Position (Highway or Grounds Maintenance) shall be filled, the opportunity for lateral transfers shall be posted in all shed locations for a minimum of five (5) working days. All current interested employees shall notify the County of their interest on a form provided by the County, outlining their qualifying experience for the position.
- b. The County will consider all lateral requests from current Crew Chiefs who have not had any written record of discipline in the last year, and who express their interest in a lateral transfer by signing the posting sheet and submitting the form provided by Human Resources.
- c. Management will review interest forms to assess knowledge, skills, and abilities of the employees. If the knowledge, skills, and abilities are substantially equal, seniority will prevail. Management will respond in writing to anyone not possessing the knowledge, skills, and abilities, listing what is lacking.
- d. If a lateral request is granted, then the above sequence shall be repeated for the subsequent vacant position (location) until all lateral requests have been exhausted.
- e. A formal internal posting shall then be processed through Human Resources for a minimum of ten (10) working days open to all Public Works employees to fill the remaining vacancy.

Qualified applicants shall be invited to participate in an examination process. The selection process shall be job related and may be tailored to both current and future vacancies. To qualify for consideration, candidates must meet the minimum qualifications for the Crew Chief positions outlined in the existing job description.

- f. The interview panel shall include one (1) bargaining unit member mutually acceptable to the Union and the County and two (2) representatives chosen by management. Additional representatives may be added with agreement of the parties.
- g. Where applicant's qualifications, knowledge, skills, and abilities, supervisory aptitude and past performance are substantially equal, seniority shall prevail.

**8.4 Posting Alternatives.** As an alternative to posting, the appointing authority may elect to fill positions by any of the following means.

**8.4.1 Transfers within or between classifications.** Transfer requests shall be submitted in writing to the hiring Manager. An employee who transfers to a lateral classification shall serve a probationary period of not more than three (3) months and shall have reversion rights to the former position as provided in Article 18 in this Agreement. An employee who transfers within the same classification, but to another department shall serve a probationary period of not more than three (3) months and shall have reversion rights to the former position as provided in Article 18 in this Agreement.

**8.4.2 Demotions.** Voluntary and involuntary (as provided in Article 19 in this Agreement) demotions may be made only to vacant and available positions. An employee who voluntarily demotes, and is under a Performance Improvement Plan (PIP), shall serve a probationary period of not more than (3) months.

8.4.3 Transfers and demotions of a qualified employee as an alternative to layoff.

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

8.4.5 By appointment of the incumbent of a position that has been reclassified (upwards, downwards or laterally) and who meets the criteria required to be continued in the position as provided by Article 7.2 in this Agreement.

8.4.6 When a position and incumbent are moved to another department or division through reorganization or other means.

8.4.7 To accommodate the transfer or demotion of an employee from another classification due to temporary or permanent disability.

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

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

8.4.10 By reinstatement of an employee who resigned from a position in the same classification and left in good standing within twelve (12) months prior to the reinstatement. However, reinstatement may not be used in lieu of promotional recruitments, that is, employees are only eligible for reinstatement to classifications typically recruited for from the outside. Employees who pursuant to this provision are reinstated to their former classification within twelve months of separation shall be entitled to bridge their seniority for all purposes except layoff. Their seniority date shall be considered the former date of hire, less the break in service.

8.4.11 By conversion of temporary or project positions. Temporary or project employees may be appointed without a competitive posting with consent of the department head only for the specific position that they held as a temporary or project employee for a minimum of six (6) months. The County will provide written notification to the Union of their intent to convert either a temporary or project employee without posting. Converted temporary or project positions that represent a promotional opportunity for regular employees within the department may not be filled without a competitive posting.

8.4.12 By absorption of a position from another entity. Employees may be placed in the bargaining unit by virtue of absorption of a function or position from another public entity in certain qualifying circumstances. Those circumstances and the rights and privileges extended to the “absorbed” employee shall be specified by County policy, which shall be used as a guideline. Unresolved issues pertinent to absorption/mergers and its impact shall be resolved through mutual agreement of the Union and the County. If the County considers changes to this policy, the Union shall be notified in writing and shall be afforded the opportunity to negotiate any change.

## **ARTICLE 9. WORK HOURS**

**9.1 Employee Work Schedules.** The available work schedules shall be one of the following:

- a. Five (5) consecutive days of eight (8) consecutive hours, excluding lunch periods, followed by two (2) consecutive days off.
- b. Four (4) days of ten (10) hours, excluding lunch periods. Such 4-10 schedules shall provide a minimum of two (2) consecutive days off in each seven (7)-day workweek.
- c. Four (4) days of nine (9) hours and a day of four (4) hours, excluding lunch periods. Such schedule shall provide a minimum of two (2) consecutive days off.
- d. Eight (8) days of nine (9) hours and one (1) day of eight (8) hours, excluding lunch periods, during a two (2) week period – by mutual agreement.
- e. Other alternative work schedules providing there are no inherent additional payroll costs to the County – by mutual agreement.

9.1.1 The County may continue to utilize schedules for which Saturday or Sunday is a regular work day for those work units which operate on a seven (7)-day basis and for those classifications for which one (1) or more employees are currently working a shift which includes Saturday or Sunday. The extension of Saturday or Sunday shifts to new classifications or work units requires mutual agreement of the parties.

9.1.2 Except in cases of emergency or other unavoidable circumstances beyond the County's control, employees shall be notified in writing of permanent changes in the work schedule at least seven (7) days in advance of their effective date. Schedule changes made in non-emergency situations with less than seven (7) days notice shall result in the payment of overtime for all work hours outside of the normal shift until the seven (7) day notice period has elapsed.

**9.2 Starting times.** The employee's work shift shall begin between 6:00 AM and 9:00 AM at the employee's regularly assigned workstation unless an earlier or later starting time is established by the department. Employees shall be eligible for shift differential based on the starting time of their shift as provided by Article 11.8.

**9.3 Alternative Schedules and Changes.**

9.3.1 For the purpose of this Section an alternative work schedule is considered to be a change to a schedule other than those listed in Section 9.1 above.

9.3.2 Employees or the County may propose alternative work schedules within the limits of a maximum forty (40) hour per week schedule and such schedules may be established by mutual agreement of the Union and the County. No work schedule is permitted which would result in the payment of overtime for hours worked during the regular work shift. This Section is intended to address long term or continuing schedule changes.

**9.4 Flexing.** With advance approval of the appropriate level of management (as determined by the department), employees may “flex” their schedules within a work week, for example working a nine (9) hour day followed by a seven (7) hour day to accommodate personal or work situations or to balance a holiday work week as described in Article 13.3.1 in this Agreement. This Section is intended to address occasional or intermittent changes to the schedule.

**9.5 Meals and Breaks.** All employees shall have unpaid one (1) meal period at the approximate midpoint of each work shift of five (5) hours or more and two (2) paid rest periods of fifteen (15) minutes each, one (1) in each half of a full-time shift. An employee who normally receives a one half (½) hour meal period may request a one (1) hour meal period or vice versa. Employees may not forego a meal period to curtail the length of their working day.

**9.6 Job Sharing.** Job Sharing is a type of alternative scheduling in which two (2) employees of the same job classification share the work schedule and duties of a single full-time position. Job Sharing proposals from employees may be considered by individual departments when it can be shown that the proposal can be implemented without significant adverse effects on the effectiveness of County services. Job Sharing is a voluntary arrangement and may be considered only when no significant extra costs above those of a single full-time employee will be incurred by the County. Employees requesting a job share must be in the same job classification.

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

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

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

9.6.4 Accrued PTO (in accordance with Appendix C to this Agreement) or vacation, sick leave, holiday hours or floating holiday hours will be prorated according to the number of hours worked.

9.6.5 Insured benefits such as health, dental, life, etc. will be provided to the job shared position identical to those of a full-time position, at the family coverage level. Job Share partners may prorate the benefits or may agree to a division of benefits subject to the approval of Human Resources. Proposed changes to the allocation of the insured benefits may be submitted to Human Resources for approval during the County's annual enrollment for an effective date of January 1 of each year. Additional hours worked over the scheduled amount shall be paid at the straight time rate and shall not result in a change in the division of health and insurance benefits. Overtime shall be payable for hours worked by either partner in excess of forty hours (40) per week or as otherwise provided by this Agreement.

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

**9.6.7 Application Procedure.**

- a. An employee currently in a full-time position who desires a Job Share arrangement must submit a written proposal to their Department Head/Elected Official. The proposal should include the following information:
  1. Names of employees who will Job Share;
  2. Position in which the Job Share is desired;
  3. Proposed work schedule for each employee;
  4. Proposed method of allocation and coordination of job responsibilities between the Job Share employees;
  5. Proposed procedures and routines for ensuring the information flow is maintained; and
  6. Proposed division of County insurance benefits.
- b. Upon receipt of the request, the Department Head/Elected Official and Human Resources will evaluate the proposal and respond to all below listed parties within thirty (30) days. The final written plan must be signed by both Job Share partners, the Department Head/Elected Official, Human Resources and the local Union involved.

## **ARTICLE 10. OVERTIME**

### **10.1 Work periods for Overtime Calculation.**

10.1.1 Work Periods for Overtime Calculation. Except as provided below, the work week for overtime calculation shall be the period of seven (7) consecutive twenty-four (24) hour days beginning with the reporting time following the employee's regularly scheduled days off ("weekend"); for example, 8:00 AM Monday to 7:59 AM the following Monday. The daily work period shall be the period of twenty-four (24) consecutive hours commencing with the employee's scheduled start time on each scheduled day of work.

10.1.2 For work schedules of four (4) days of ten (10) hours, the work week shall be the period of seven (7) consecutive twenty-four (24) hour days beginning on Sunday at 12:00 AM. The daily work period shall be the period of twenty-four (24) consecutive hours commencing at 12:00 AM on each scheduled day of work. Other alternatively scheduled work weeks will have an established beginning date and time, from which, overtime eligibility is established.

10.1.3 With approval of management, an employee requested to come in to work prior to the regular starting time shall be permitted to conclude work at the end of eight (8), nine (9), or ten (10) hours, and being paid at the straight time rate, or working to the end of the regular shift with the additional time at overtime rates.

**10.2 Compensation for Overtime.** Employees normally shall be compensated at one and one-half (1½) times their regular (as defined in Article 11.2.2 in this Agreement) rate of pay for hours worked in excess of forty (40) in a week or in excess of their eight (8), nine (9), ten (10) hour, or alternatively scheduled daily shift. Except as provided below, the calculation of time worked for overtime purposes shall include paid leave: holidays, floating holidays, PTO (in accordance with Appendix C to this Agreement, vacation, sick leave and compensatory time used. Overtime will be paid to the nearest quarter hour.

10.2.1 In the case of employees who are on paid leave for a part of the work day and work outside of their regularly scheduled shift, the employee shall have the option of being paid for the additional hours at the straight time rate or reducing the amount of leave used. Employees must have prior approval from their Supervisor to flex their time or be compensated overtime.

10.2.2 Holiday time shall be counted as time worked only for the purposes of paying overtime for work outside of the regular schedule. Holiday hours paid for a holiday falling on the employee's day off, shall be paid at the straight time rate. For example, a Tuesday through Friday 4-10 employee shall receive eight hours pay (or compensatory time pursuant to Section 10.3 in this Article) for a holiday which falls on Monday and shall thus be compensated for forty-eight (48) straight time hours for the week.

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

**10.4** All over-time must be authorized by the employee's Department Head or his/her authorized representative prior to being worked.

- a. The County will make a reasonable effort to distribute overtime on an equitable basis among employees working within the same job classification within each work unit.

**10.5 Callback Pay.**

10.5.1 An employee who is called back to work after completion of his/her regular shift shall receive callback pay as provided herein.

- a. Unscheduled callback, regular work day: Two (2) hours plus time worked, all paid at time and one half (1½).
- b. Unscheduled callback, on regular day off: Two (2) hours plus time worked, all paid at time and one half (1½), with a minimum of two (2) hours (on time worked).
- c. Scheduled callbacks, regular work day: Time and one half (1½) on hours worked, no minimum hours.
- d. Scheduled callbacks, regular day off: Minimum of two (2) hours at time and one half (1½).

10.5.2 For the purposes of interpreting this Section, the following definitions apply.

- a. An unscheduled callback is defined as a requirement to return to work from off-duty and off-premises status with less than twelve (12) hours notice. It excludes overtime which is an extension of the regular shift – “holdover” overtime. It includes overtime which occurs on the “front end” of the regular shift only if no notice is given – the employee is told to report for duty early with no advance notice. All other overtime and call-ins are considered scheduled.
- b. Regular workday callbacks are those which occur during the normal workweek – “between” the employees regularly scheduled workdays.



- c. Day off callbacks shall be considered to be those which occur after midnight following the last day of work in the work week and before the scheduled start time on the first (1<sup>st</sup>) day of the next work week. For example, for a Monday-Friday, 8:00 – 5:00 employee, the qualifying period would be from midnight Friday to 8:00 AM Monday.
- d. “Minimum” pay is defined as a guarantee of a specified number of hours if the time worked on the callback is less than the guaranteed minimum. It is paid at the time and one half rate (1½).
- e. Employees on standby duty shall be compensated for callbacks in accordance with Section 10.7.2 in this Article.

**10.6 Assignment of Overtime.** Overtime assignments shall be based on policies and procedures established at the department level. The County will attempt to meet its overtime requirements from the most senior qualified on a voluntary basis. In the event there are insufficient volunteers to meet the requirements, the County may require the necessary employees to work, based on the least senior qualified employee(s) first. Overtime work that can be performed by either regular or temporary employees shall be offered first to regular employees.

10.6.1 Once crews have been established during normal working hours and the decision is made to continue working past normal quitting time, no employee (either full or part-time) on the crew will be replaced by any other employee unless that employee specifically requests not to work overtime.

**10.7 Standby Pay.** Employees assigned to standby duty shall be compensated at the rate of two dollars and sixty cents (\$2.60) for each hour on standby. For the purposes of this Section, standby duty assignments are defined as a requirement to remain accessible and available for a specified period (e.g., one [1] week) and employees are required to return to work immediately if called. Employees whose off duty activities are not restricted and are merely subject to being called are not considered to be on standby.

10.7.1 Employees who carry a pager are entitled to standby pay for those time periods when their activities meet the above restrictions.

10.7.2 Employees on standby duty are entitled to the two (2) hour minimum callback pay for the first call-out in each twenty four (24) hour period of standby duty and each additional callback.

## **ARTICLE 11. COMPENSATION**

**11.1 Salary Schedule.** The salary schedules for employees covered by this Agreement shall consist of a salary range of a series of steps as shown on Exhibit A in this Agreement. Salary schedule increases shall be applied to each step of the range. All employees shall be paid at one of the steps in the range.

### **11.2 Hourly Basis and Calculation.**

11.2.1 Employees covered by this Agreement shall be paid on an hourly basis. The hourly salary for an employee's classification shall be as specified by this Agreement and the County Pay Plan. The employee's annual and monthly salary shall be calculated by multiplying the hourly rate by the hours scheduled to work (2080 per year and 173.33 per month for a full time employee). No use of the term "salary" in this Agreement shall be construed to require or allow employees to be treated as exempt or salaried employees under the FLSA.

**11.2.2 Hourly rate computation.** Employees' base hourly rate shall be as specified in the pay plan. The "regular" hourly rates shall include shift differential and shall exclude all other forms of compensation.

11.2.2.1 Paid leave shall include shift differential and work-out-of-class pay only if the employee was working the shift or assignment in the weeks before and after use of the leave and the assignment is of a minimum of fifteen (15) consecutive working days duration.

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

11.2.2.3 Employees who work overtime while in a work-out-of-class situation or receiving shift differential shall be compensated at the time and one half (1½) on the pay rate at the time of the assignment if the employee elects to receive pay for the time. If the employee elects CTO (Compensatory Time Off), the premium pay will not be included when the time off is taken.

### **11.3 Salary Increases.**

11.3.1 Effective the January 1, 2019, the salary schedule shall be increase by two and two tenths percent (2.2%)

11.3.2 Effective January 1, 2020, the salary schedule shall be increased by two and two tenths percent (2.2%).

11.3.3 Effective January 1, 2021, the salary schedule shall be increased by two and two tenths percent (2.2%).

**11.4 Step Increases.** Employees shall normally be hired at the first (1<sup>st</sup>) step and shall be eligible for step increases after twelve (12) months at each step in the range. Unpaid leave of fifteen (15) days or more shall result in an adjustment to the eligibility date for the next step increase. Employees whose eligibility date falls between the first (1<sup>st</sup>) and the fifteenth (15<sup>th</sup>) of the month shall be eligible on the first (1<sup>st</sup>) day of the month. Employees whose eligibility date falls after the fifteenth (15<sup>th</sup>) of the month shall be eligible on the first (1<sup>st</sup>) day of the following month.

11.4.1 Step increases may be withheld or delayed based on disciplinary actions taken in the preceding six (6) months or unsatisfactory job performance. Such cause must be stipulated in writing and be presented to the employee at least sixty (60) days prior to the eligibility date. The employee must be informed as to why the step increase is being withheld, what action he/she must take to obtain the increase and the date on which the employee will next be eligible for consideration for a step increase. The employee's next eligibility date shall not be changed even though the increase may be withheld. Delays of three (3) months or less may be appealed to the department head. Any delay of longer than three (3) months may be challenged through the grievance procedure.

**11.5 Promotional Increases.** An employee who is promoted shall be placed on the lowest step in the new range which results in an increase equivalent to approximately five percent (5%), or the first (1<sup>st</sup>) step in the range of the higher classification, whichever is greater. If an employee has received WOOC pay, per Section 11.9 in this Article, for at least six (6) months in the previous twelve (12) months, the employee will be paid at the step in the new range which results in a least a five percent (5%) increase from their regular rate of pay. However, when an employee is promoted from and to the following classifications he/she shall be compensated at the same step of the new range assigned.

From	To
Highway Maintenance Worker	Highway Maintenance Specialist
	Heavy Equipment Operator
	Traffic Control Technician
Highway Maintenance Specialist	Heavy Equipment Operator
	Traffic Control Technician
Wastewater Maintenance Technician I	Wastewater Maintenance Technician II
Wastewater Operator I	Wastewater Operator II
Grounds Maintenance Specialist	Parks and Vegetation Specialist
Grounds Maintenance Worker	Grounds Maintenance Specialist

## 11.6 Other Pay Actions.

11.6.1 **Transfers.** An employee who transfers to a new position within the same classification or to a lateral classification shall retain the same salary and step increase eligibility date.

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

### **11.6.3 Reclassification.**

**11.6.3.1 Upward Reclassification.** For the purposes of this Section, upward reclassification describes those circumstances where an employee is found to be performing the duties of a higher classification and is distinct from realignments as addressed below. When an employee remains in a position which is reclassified upward, the employee's salary will be adjusted according to the promotional formula above. In addition, such employee shall not be required to serve a new probationary period.

**11.6.3.2 Downward Reclassification.** When an employee's classification is adjusted downward the employee will be placed at the highest step in the new range which does not exceed the former salary. If the former salary exceeds the top step in the new range, his/her wage rate shall be red-circled (frozen) for a period of twelve (12) months from the effective date of the reclassification or until such time as negotiated adjustments advance the top step of the range assigned to the lower classification to the point where it equals or exceeds the employee's red-circled rate – whichever occurs first (1<sup>st</sup>). The employee shall then be placed at the top step of the range and such employee shall not be required to serve a new probationary period. The County and the Union may, by mutual agreement, decide on a different process by which to address red-circled employees.

**11.6.4 Realignment.** Realignment is the upward adjustment of the salary range of an entire classification based on internal or external compensation relationships. In the event of an upward realignment and except as noted below, employees will be placed at the step in the new range which equals or exceeds their former salary and will retain their current salary anniversary date. Employees who have been at the top step of the range for more than one (1) year will be placed at the first (1<sup>st</sup>) step in the new range which provides for the equivalent of a one (1) step increase and shall be eligible for additional step increases (if available) after twelve (12) months at the new step. Employees who have been at the top step of the range for less than one (1) year will be eligible for a step increase on their next anniversary date.

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

**11.6.6 Recall and Reinstatement.** When an employee is recalled from a layoff list (within twenty-four [24] months), or reinstated (within twelve [12] months) to his/her former classification, he/she shall be placed in the same step that he/she occupied at the time of separation. The eligibility date for the next increase shall reflect time served toward the next step increase prior to separation, e.g., an employee who terminated or was laid off and had three (3) months to go before the next increase shall have an eligibility date that is three (3) months after recall or reinstatement.

**11.7 Salary Anniversary Dates.** Each employee's anniversary date for step increase purposes shall be established based on the date on which the current step was attained, and the next date shall be based on the required number of months at that step. Anniversary dates shall be adjusted by the full amount of any unpaid leave of absence of fifteen (15) calendar days or longer except as otherwise required by law or this Agreement.

11.7.1 For employees below the top step in the range, time served toward a step increase shall be credited by retaining the current salary anniversary date except in the following situations:

- a. Promotions resulting in a ten percent (10%) increase or more
- b. Demotions or downward reclassifications to a step below the top step of the range of the lower classification
- c. Re-employment

11.7.2 In each of the foregoing situations the employee shall receive a new salary anniversary date as of the date of the action and be eligible for a step increase after twelve (12) months provided he/she is below the top step of the range.

11.7.3 Employees who are promoted or reclassified upward and who have been at the top step of their former classification will receive a new anniversary date in all cases where they are placed at a step lower than the top step in a new range.

**11.8 Shift Differential.** Employees whose regularly scheduled shift begins after 2:00 PM will receive a shift differential of one dollar and twenty-five cents (\$1.25) per hour. Such differential shall be paid on all hours worked on the shift plus observed holidays. It shall be included in payments for paid leave per Section 11.2.2.1 in this Article. Short-term assignments to other shifts of one (1) week or less or assignments made to accommodate an employee's personal situation do not qualify for shift differential.

**11.9 Work Out of Classification.** An employee shall be eligible for work-out-of-classification (WOOC) pay when assigned by the department head or his/her designee to perform substantially all the duties of a position in a higher classification for four (4) or more hours. WOOC assignments may be made only to a vacant position (or one which is temporarily vacant by virtue of the absence of the incumbent due to leave or training) or for special assignment.

11.9.1 Except as designated below, employees in a work out of classification capacity shall be compensated with a premium of five percent (5%) over their regular rate.

11.9.2. When work out of class assignments are from and to the classifications listed below, the employee shall be compensated at the percent premium identified.

% Prem	From Classification	To Classification
10%	Highway Maintenance Worker	Highway Maintenance Specialist
10%	Grounds Maintenance Specialist	Parks & Vegetation Specialist
14%	Highway Maintenance Worker	Heavy Equipment Operator Traffic Control Technician
10%	Highway Maintenance Worker/Specialist Grounds Maintenance Worker/Specialist Heavy Equipment Operator/ Traffic Control Technician	Highway Maintenance Crew Chief Grounds Maintenance Crew Chief

11.9.3 WOOC assignments to management or unrepresented positions shall be governed in all respects by County policies.

**11.10 Meal Allowances.** Employees shall be eligible for a meal allowance of twelve dollars (\$12.00) after each four (4) consecutive hours of overtime worked contiguously with the regular shift. Employees shall be eligible for a meal allowance of twelve dollars (\$12.00) after eight (8) hours of overtime on a day off and then for each additional four (4) consecutive hours of overtime. Employees working overtime while in a travel capacity shall be eligible for a meal allowance under the travel policy only. Employees entitled to meals as part of their per diem while in a travel capacity shall not be entitled to double reimbursement for the same meal under the overtime meal provision.

**11.11 Mileage Reimbursement.** Employees who are required by the County to use their personal vehicles for County business shall be reimbursed for work related mileage. The reimbursement rates shall be adjusted at such times and in such amounts as the IRS-approved mileage reimbursement rate is adjusted or as specified in Appendices to this Agreement.

**11.12 Payroll.** Employees shall be paid on the 10<sup>th</sup> and 25<sup>th</sup> of each month, reflecting actual hours worked and leave taken/earned for the preceding half month work period (1<sup>st</sup> to 15<sup>th</sup> and 16<sup>th</sup> to end of month). If payday falls on a Saturday, Sunday or holiday, paychecks shall be issued on the previous workday.

**11.13 Overpayments and Underpayments.**

11.13.1 The County shall correct the pay rate or amount of any form of compensation or benefit found to have been overpaid or underpaid. Underpayments by the County shall be paid to the employee in a single payment as soon as practicable.

11.13.2 Overpayments must be returned to the County and employees are required to consent to the payroll deductions necessary to effect such repayments. With agreement of the County, employees may elect to repay the County by check.

11.13.3 In cases where the overpayment occurred over a period of time, such as an incorrect pay rate, the employee shall not be required to repay the County at a rate greater than the overpayment occurs. For example, an employee repaying the County for overpayment that occurred over six (6) pay periods would be entitled to repay the funds over six (6) pay periods.

11.13.4 Repayments shall be made by payroll adjustment unless other arrangements have been made with payroll.

**11.14 Uniforms and Allowances.** Non-probationary employees will receive clothing allowances pursuant to the table below each year of the contract on the last pay period in February. New employees will receive a clothing allowance prorated to their date of hire and contingent upon successful completion of probation. Employees receiving this allowance are expected to dress at work in a manner which is consistent with the dress requirements for their respective work area in accordance with the following table. Any exception must be approved by the division manager.

Classification	Allowance Provided by County paid directly to the employee for purchase of logo clothing	General clothing allowance paid directly to employee each year
Deputy Fire Marshal		\$400 per year
Assistant Fire Marshal		\$400 future years
Fire Inspectors		\$250 per year
Code Enforcement Officer(field workers)		\$175 per year
Building Inspectors (field workers)		\$150 for boots for life of contract
Building Inspectors (primarily plans examiners)	\$175 for life of contract	
Natural Resources Specialists (field workers)		\$175/year
Development Services Planners & Planning Techs (field worker)	1 shirt, 1 jacket, 1 cap replace as needed	
Community Planning staff (fair only)	1 shirt/year	

<b>Classification</b>	<b>Allowance Provided by County for purchase of logo clothing for each employee</b>	<b>General clothing allowance paid directly to employee each year</b>
Permit Center Staff		\$100 per year
Road Maintenance (632 ROP positions) working outside		\$275/year
Highway Maintenance Asphalt crew		\$475/year \$175/year for employees who work at least 200 hrs. that are not assigned to Asphalt crew.
Parks Maintenance (633 PPD and MPD positions working outside		\$350/year (Employees will be given an opportunity one (1) time per year to purchase logo clothing. If the employee chooses to purchase logo clothing, they will write a check directly to the County.)
County Road Division Sign Shop Distributor Operator	Shop coats or coveralls and laundry furnished.	
Treatment Plant Maintenance Lead & Technicians		\$500/year
Treatment Plant Lead & Operators & Solids Program Coordinator		\$500/year
Treatment Plant Lab Analyst	Lab Coats Provided. Hip waders will be provided on an as needed basis, not to exceed one (1) set per employee per year.	



11.14.1 For Community Development: employees shall receive the full initial allotment for the first (1<sup>st</sup>) year regardless of the month of hire. There shall be no pro-ration based upon hire or termination dates.

11.14.2 For Public Works Department and Environmental Services: allowance amounts will be prorated for those hired or assigned to the units during the calendar year.

11.14.3 The clothing allowance is intended to buy appropriate work clothing.

11.14.4 Where state law requires the employer to provide personal protective equipment the County will comply. The County shall continue to provide protective equipment and clothing when required under state law for specific functions.

## ARTICLE 12. VACATION

**12.1 Accrual Basis.** Employees shall accrue vacation the first (1<sup>st</sup>) day of employment, but shall not be eligible to sell back or receive termination payoff until completion of six (6) months of service. New employees are generally not authorized use of vacation in the first six (6) months of employment but exceptions may be authorized by the department head or elected official.

12.1.1 No accrual shall occur during unpaid leave and vacation accrual will be pro-rated based on the number of hours in paid status. Regular part-time employees shall accrue vacation on a pro rata basis. Leave cannot be used until accrued and must be available in the employee's account before available for use; hours accrued in a pay period cannot be used in the same pay period.

New employees shall accrue vacation beginning with the first (1<sup>st</sup>) day of employment

### 12.2 Accrual Rates.

12.2.1(a) Regular full-time employees shall accrue vacation, until January 1, 2019, according to the following schedule:

Completed Years of Service	Hours per Pay Period	Hours per Year	Days per Year	Max
Start	3.33	80	10	NA
1	4.33	104	13	208
5	5.33	128	16	256
10	6.33	152	19	304
15	7.33	176	22	352
20	8.33	200	25	400
25	9.33	224	28	448
30	10.33	248	31	496

Actual accruals will be calculated by the HR/Payroll system and will be subject to rounding and payroll timing.

12.2.1(b) Effective January 1, 2019 and for the duration of this Agreement regular full-time employees shall accrue vacation according to the following schedule:

Completed Years of Service	Hours per Pay Period	Hours per Year	Days per Year	Max
Start	3.33	80	10	NA
1	4.33	104	13	208
5	5.33	128	16	256
10	6.33	152	19	304
15	7.33	176	22	352
20	8.33	200	25	400
25	9.33	224	28	400
30	10.33	248	31	400

Actual accruals will be calculated by the HR/Payroll system and will be subject to rounding and payroll timing.

12.2.1.1 Effective January 1, 2019 employees who have vacation accrual amounts above the maximum four hundred (400) hours shall be grandfathered at a cap of four hundred and ninety-six (496) hour until the employee terminates employment, be it voluntary or involuntary.

**12.3 Maximum Accumulations.** Employees may accumulate vacation up to the maximum accrual rates listed in Section 12.2.1(a) within this Article and until January 1, 2019. Effective January 1, 2019 employees may accumulate vacation up to the maximum of accrual rates listed in Section 12.2.1(b) in this Article. When an employee has reached the maximum allowable accrual, future accruals will cease until such time as the balance allows for additional earnings. Employees are responsible for monitoring their accruals and scheduling time off as necessary to preserve the ability to accrue vacation.

**12.4 Vacation Scheduling.** Employee requests for vacation leave shall normally be granted, provided the requested time off would not interfere with workload requirements and schedules. Applicable vacation scheduling arrangements, for example, seniority-based bidding systems, may be developed at the department level. If requested by the employee, a vacation request which was denied will be accompanied by an explanation for the denial. Response for time off request shall be in a timely manner.

**12.5 Vacation Sell Back.** Employees may be eligible to sell back up to forty (40) vacation hours on or before December 31<sup>st</sup> annually. To be eligible to sell back vacation hours the employee must have used at least forty (40) hours of vacation time during the next calendar year. This election is irrevocable.

To receive compensation in lieu of time off, the employee must submit a completed Request to Sell Vacation form to the Payroll Department on or before December 31<sup>st</sup> and this election would apply on January 1<sup>st</sup> of the following year.

**12.6 Termination Payoff.** Upon termination of County employment with more than six (6) months of service an employee shall be paid for all accrued and unused vacation and comp time at his or her final base hourly rate of pay. The termination payoff shall be based on the base (excluding shift differential or other forms of premium pay) hourly rate of pay as of the last day of work. Employees may not elect to extend employment beyond the last day of work by using accumulated leave.

**12.7 Vacation Leave Donation Plan.** Regular full-time or part-time employees may donate vacation to the sick leave account of another employee. Time can be used for the employee's medical condition or due to the medical condition of a covered family member.

12.7.1 Determination of eligibility for an employee to receive donations will be based on provisions and requirements of FMLA except that employees are not required to meet the twelve (12) months of employment requirement.

12.7.2 Leave amounts shall be calculated based on the donor's hourly rate and credited to the receiving employee based on his/her hourly rate.

12.7.3 Each donation must be a minimum of four (4) hours.

12.7.4 Once credited to the receiving employee, the donated hours will be considered as all other accrued sick leave.

12.7.5 To be eligible to donate vacation time, an employee must have used and/or maintained a balance totaling eighty (80) hours vacation and/or floating holidays for his/her own usage during the calendar year.

## ARTICLE 13. HOLIDAYS

**13.1 Observed Holidays.** The following days are recognized as legal paid holidays for which time off is to be granted:

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

13.1.1 Any of the above holidays which fall on a Saturday shall be observed on the previous Friday. Any of the above holidays which fall on a Sunday shall be observed on the following Monday.

13.1.2 Employees shall receive the same number of holidays regardless of work schedule. If the date of observance of a holiday falls on an employee's day off, the employee shall receive an alternative day off during that pay period or as otherwise approved by their Supervisor, after discussion with the employee, or be paid for the holiday. To be eligible for pay for a holiday, the employee must be in paid status on the scheduled work days immediately before and after the holiday. Employees will not receive pay for holidays occurring during an unpaid leave of absence or after the last day of work in the case of termination. The first (1<sup>st</sup>) day of work for a new employee may not be the day of a holiday.

13.1.3 Holidays occurring during a period of leave with pay (PTO [in accordance with Appendix C to this Agreement], vacation, sick leave, or other paid leave) shall be charged as a paid holiday leave and shall not be charged against paid leave.

**13.2 Floating Holidays.** Employees who participate in the vacation plan shall receive three (3) floating holidays per year. Floating holidays shall be credited on January 1<sup>st</sup> of each year.

13.2.1 Floating holidays must be used by the end of the year and may not be carried forward into the next calendar year.

13.2.2 Requests for use of floating holidays may be in increments of one-half (½) hour. Requests should comply with procedures outlined for the use of vacation except that departments may authorize shorter advance request requirements or less formal application procedures.

13.2.3 New employees shall receive a pro-rata share of floating holiday hours at the rate of one twelfth (1/12) of the annual entitlement for each full month of service during the year. Employees who terminate during the year shall be entitled to cash out unused floating holiday hours based on the foregoing formula.

13.2.4 Employees who are in the Paid Time Off (PTO) leave system shall not accrue floating holidays; until the 2019 calendar year; and shall have such leave in accordance with Appendix C in this agreement.

**13.3 Part-Time and Variable Schedule Employees.** Part-time employees shall be credited with observed and floating holidays on a pro-rata basis based upon the ratio of their assigned schedule to full-time employment.

13.3.1 Employees working a full time but irregular schedule such as a 4-10, or other alternative work schedule, arrangement shall receive eight (8) hours of holiday leave for each observed or floating holiday. Full pay for the period may be obtained by charging additional leave, e.g., a 4-10 employee can use eight (8) hours of regular holiday time and two (2) hours of floating holiday time to receive full pay for a holiday falling on the day of a ten (10) hour shift or may take it as unpaid leave. To the extent that it is compatible with business needs of the County, and with approval of department management, full pay for the period may be obtained by permitting employees to flex their schedules to “make up” the hours to a maximum of forty (40) hours per work week (overtime will not result from hours worked to earn the “make-up” holiday hours). Employees must notify their Supervisor at least two (2) weeks in advance of their desire to flex their schedule during a work week in which a holiday falls.

**13.4 Holiday Work Premium.** Regular full-time and regular part-time employees who are required to work on a holiday shall be compensated in pay or compensatory time off at the rate of time and one half (1½) for all hours worked. Individual employees who work on both the legal holiday and the day of its observance will receive the holiday work premium on either day but not both. As with overtime, the choice of compensatory time off requires approval of the employee and the department.

13.4.1 Holiday time shall be counted as time worked only for the purposes of paying overtime for work outside of the regular schedule. Holiday hours paid for a holiday falling on the employee’s day off, shall be paid at the straight time rate. For example, a Tuesday through Friday 4-10 employee shall receive eight (8) hours pay (or compensatory time pursuant to Article 10.3) for a holiday which falls on Monday and shall thus be compensated for forty-eight (48) straight time hours for the week.

**13.5 Councilor Holiday.** The special Councilor Holiday may be granted or not granted at the sole discretion of the Board of County Councilors and the hours, rules and procedures governing its use are not subject to any duty to bargain or the grievance procedure of this Agreement.

## ARTICLE 14. SICK LEAVE

**14.1 Purpose.** Sick leave is provided to continue pay during illness or injury incapacitating the employee to perform his/her work, contagious disease whereby his/her attendance at work would create a direct threat to the health of fellow employees or the public, or as otherwise provided by law or this Article. The County and the Union agree that sick leave use is subject to certain conditions in accordance with the Washington State Sick Leave Act (RCW 49.46.210).

14.1.1 Use of sick leave is contingent upon following required reporting procedures and compliance with the purposes of sick leave. Employees who fail to call in according to procedures or fail to provide medical verification, if properly requested, may be charged sick leave time for the absence, if available. Employees shall make a reasonable effort to schedule these appointments to occur during off-duty hours.

14.1.2 Earned vacation leave or floating holiday(s) shall be used when sick leave is exhausted and before an employee goes into an unpaid status. Accrued compensatory time may be used when accrued sick leave or other accrued leaves (vacation or floating holiday) is not available for an absence necessitated by illness or injury.

**14.2 Sick Leave Accruals.** Full time employees covered by this Article 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 rollover of twelve hundred (1200) hours.

14.2.1 Employees shall accrue sick leave based on paid hours.

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

**14.3 Workers' Compensation Integration.** An employee may charge his/her sick leave account, or other accrued paid leave if his/her sick leave balance is exhausted, for the difference between any compensation received from the Workers' Compensation Insurance and the employees' normal pay. The calculation shall be based on the difference between the pay period compensation (rate times pay period hours) minus the benefits from Workers' Compensation. Employees shall use accrued sick leave or other accrued leave, if available, for the first three (3) day waiting period for worker's compensation benefits or for time off related to associated medical or dental appointments. (Refer to Article 14.5 for additional information.)

**14.4 Family Illness Usage.** Except as provided in Article 9.4 in this Agreement, employees shall use sick leave or other accrued paid leave in the event of an illness in the employee's immediate family requiring the attendance of the employee. For the purposes of this Section, immediate family is defined as spouse, child, parent, parent-in-law, grandparent, domestic partner subject to state law, dependent children of the domestic partner (provided the child resides in the home of the employee and the domestic partner). 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.

**14.5 Medical and Dental Appointments.** Except as provided in Article 9.4 in this Agreement, sick leave shall be used for doctor and dentist appointments for the employee or members of the employee's immediate family requiring the attendance of the employee. If the employee has used all of their sick leave, other accrued paid leave shall be used until exhausted. Employees shall make a reasonable effort to schedule these appointments to occur during off-duty hours. The Manager reserves the right to deny the request based on operational needs.

**14.6 Reporting and Approval Procedure.** Except as provided in Article 15.4 in this Agreement, employees unable to report for duty shall notify the County's designated representative in accordance with procedures and timelines established at the department level. Employees who know in advance that they will be utilizing sick leave for a particular purpose (e.g., dental or medical appointments, etc.) shall give notice of the dates of such leave as far in advance of the leave as is practicable, but employees shall take into consideration department needs and recognize that under normal circumstances a twenty-four (24) hour notification is reasonable. Employees who fail to notify the department of an absence are subject to disciplinary action for absence without leave.

**14.7 Medical Verification.** The County may require a physician's certification (after one [1] day for an injury and three [3] days for an illness) of the nature and duration of an employee's disability or absence from work, for absences exceeding three (3) days,, related to their illness or injury, and/or of an employee's ability to continue the full performance of his or her duties.

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

14.8.1 The parties also agree that the effective management of employee attendance should incorporate the following overall principles:

- Management is responsible for taking appropriate, corrective action when attendance falls below expectations in accordance with the Washington State Sick Leave Act (including progressive discipline as outlined in Article 21.2 in this Agreement).
- Time off taken under the auspices of Federal and State disability and family leave laws will not be considered as part of an assessment of employee's attendance or a corrective action plan.

14.8.2 For the purposes of this Section, "attendance" refers only to absences due to illness or injury; in accordance with the Washington State Sick Leave Act;; and not to scheduled absences such as vacation, comp time, floating holidays, bereavement leave, military leave, , industrial injury leave and jury duty.

**14.9 Sick Leave Reserve (SLR).** Employees who were under the Paid Time Off (PTO) program upon ratification of this Agreement shall have all sick leave reserve hours converted over to sick leave hours.



**14.10 Sick Leave Payoff.** Employees who separate from County service via resignation or layoff with at least ten (10) years of service will be paid for accrued but unused sick leave at their base rate of pay according to the following formula:

<b>Portion /tier of Accumulated hours</b>	<b>Percent Payable</b>	<b>Maximum Payout</b>
900 to 1,200	75% of hours over 899	225
600 to 899	50% of hours over 599	150
300 to 599	25% of hours over 299	75
<b><i>Total</i></b>		<b><i>450</i></b>

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

## ARTICLE 15. OTHER LEAVES

**15.1 Bereavement and Funeral Leave.** A regular employee shall be granted up to three (3) workdays (maximum twenty-four [24] hours) 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 (maximum of sixteen [16] hours) of paid bereavement leave when air travel or one (1)-way land travel of four (4) hours or longer is necessary. To be eligible for the additional one (1) or (2) two days (maximum of eight [8] or sixteen [16] hours) paid leave, pre-authorization from the Department Director or designate is required. Bereavement leave shall be prorated based on FTE, and may be used consecutively or non-consecutively. Bereavement leave shall normally be used within two (2) weeks of the date of the death. Exceptions to the two (2)-week use provision will be considered on a case by case basis and requires Manager approval.

Bereavement leave may be used for qualifying family members in the case of imminent death but the total bereavement leave portion shall not exceed the three (3) or five (5) workday (maximum forty [40] hours) limitation. For the purposes of this Section, eligible family members are:

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

15.1.1 Bereavement leave in excess of the durations identified above or for other relatives may be granted with the approval of the Supervisor and charged to an employee's PTO (in accordance with Appendix C to this Agreement), vacation, floating holiday, or compensatory time account.

15.1.2 Time off with pay for no more than three (3) hours of bereavement leave will be allowed for attending the funeral or memorial service of a County employee.

15.1.3 Employees may request, in writing, up to three (3) hours of bereavement leave for attending the funeral or memorial service of a County employee retiree with Supervisor consideration and approval.

**15.2 Military Leave.** The County shall abide by the provisions of Federal and State laws to provide military leave and reinstatement rights for employees and/or other rights as may be promulgated by federal or state laws. The provisions of the laws are currently defined under the Uniformed Services Employment and Reemployment Rights Act (USERRA), and Washington State Law, RCW 38.40.060. Employee benefits will only continue for those months in which the employee is in a paid status the first (1<sup>st</sup>) working day of the month. If an employee wants more information they can contact Human Resources Benefits.

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

15.3.1 Leave with pay shall be granted as necessary to allow employees to serve as a member of a jury. Any compensation received by the employee for such duties, excluding mileage allowance and meal 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. When an employee is excused or dismissed from jury duty, he/she shall promptly notify the County. Employees may 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.

15.3.2 Service as a witness, as a representative of the County, in matters arising from the course and scope of employment shall be considered on-duty time. Service as a witness or party to non job related matters shall be charged against the employee's PTO (in accordance with Appendix C to this Agreement), vacation, floating holiday or comp time balance. Should the employee have no leave available then they shall be allowed to use unpaid leave.

15.3.3 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 when the process occurs during the employee's normal work schedule. Testing offered and undertaken on a day off shall not be considered working hours for overtime calculation purposes.

**15.4 Serious Health Conditions, FML (Federal and State) and Family Care Leave.** The employer shall authorize leaves of absences to employees for qualifying circumstances, as specified in the Federal Family and Medical Leave Act (FMLA), the Washington Family Leave Law, the Family Care Act, this Agreement and other relevant statutes. As these laws change pursuant to federal and/or state mandates so shall County Policy.

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

**15.4.2 Family Care Leave.** Regular and part-time employees, who have accrued paid leave available and have a dependent covered under the Act with a qualified health condition, shall be eligible for Family Care Leave. An eligible employee is required to use sick leave or other accrued paid time off, including Comp Time, to care for a legal

spouse, parent, parent-in-law, or grandparent of the employee who has a serious health condition or emergency condition, or to care for a child of the employee with a health condition that requires treatment or supervision if the child is either under eighteen (18) years of age or older but incapable of self-care because of mental or physical disability. Family Care Act leave that also qualifies for FMLA and/or the Washington Family Leave Law shall be counted concurrently. The duration of leave under the Family Care Act will continue as long as the employee has accrued paid time available and the family member has a qualified health condition.

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

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

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

## **15.5 Workers' Compensation.**

15.5.1 **Coverage.** All members of the bargaining unit will be provided coverage as required by State Workers' Compensation.

### **15.5.2 Seniority.**

- a. The period of time that an employee is off the job and unable to work by reason of a disability compensable under the Workers Compensation Law shall not interrupt his or her continued period of employment with reference to accrual of seniority. This provision does not apply to State Department of Retirement Systems rules regarding Service Credits.
- b. If an employee is transferred to another classification within the bargaining unit because of a compensable injury, his or her seniority shall be governed in accordance with Article 19 – Layoff, and by applicable state statutes related to re-employment and non-discrimination.

**15.5.3 Probationary Employees.** If an employee sustains an injury during his or her probationary period, the probationary period may be extended by written agreement of the Union, the employee, and the County.

**15.5.4 Benefits.**

**15.5.4.1 Workers' Compensation Integration.** An employee may charge his/her sick leave account, or other accrued paid leave if his/her sick leave balance is exhausted, for the difference between any compensation received from the Workers' Compensation Insurance and the employees' normal pay. The calculation shall be based on the difference between the employee's pay period compensation (rate times pay period hours) minus the benefits from Workers' Compensation. Employees shall use accrued sick leave or other accrued leave for the first three (3) day waiting period for Time Loss benefits and for time off related to associated medical or dental appointments.

- a. To ensure that the employee receives prompt and regular payment during periods of industrial injury or occupational illness, the employee will be placed on paid sick leave as long as accrued sick leave is available. If the employee has exhausted his/her sick leave, he/she will be placed on unpaid leave of absence or may elect to use accrued vacation or floating holiday leave or Comp Time.
- b. The County shall continue to provide the employer contribution for medical and dental benefits for an employee with a compensable claim and his or her dependent(s) from the first (1<sup>st</sup>) day of occupational disability, until such time as the employee is deemed unable to return to work.

**15.5.4.2 Denied Claims.**

- a. If a Workers' Compensation claim is denied, the employee's absence from work due to illness or injury shall, to the extent not compensated as Workers' Compensation time loss, be subject to the provisions of Article 14 – Sick Leave.
- b. If an employee's Workers' Compensation claim is under appeal, and he or she is no longer entitled to medical/dental coverage under Article 16 – Insurance, he or she will be entitled to continued coverage under federal COBRA law.
- c. If a denied claim is later held compensable upon appeal, the employee will be entitled to reimbursement of any premiums paid to the County for medical/dental benefits.

- d. If a Workers' Compensation claim which has been denied is later held compensable upon appeal, any time loss benefits may be reimbursed by the employee to the County and employee's sick leave, or other leave accounts credited with an equivalent number of hours.

Employees must use all accrued paid leave (sick leave, if applicable, PTO [in accordance with Appendix C to this Agreement], vacation and Floating Holiday) until exhausted during the leave of absence.

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

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

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

15.6.3 Paid leave taken prior to going on unpaid leave shall not be counted toward the twelve (12) month maximum. Unless otherwise authorized by the department head or applicable elected official and Human Resources, the employee must exhaust all applicable leave before going on unpaid status.

**15.7 Mandatory Leave.** The Department may place an employee on an appropriate category of leave if it can be reasonably concluded that he/she cannot be permitted to work without risk to the health and safety of the employee, coworkers or the public.

## ARTICLE 16. INSURANCE

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

16.1.1 Except for provisions of this Article and the Appendix "A" in this Agreement, the County reserves the exclusive right to make any changes, reductions, modifications, deletions or improvements to be in compliance with any State and Federal laws. The County agrees to discuss any amendments with the Union prior to implementation

**16.2 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 (1) medical/dental plan.

16.2.1 Employees shall be eligible for medical insurance effective the first (1<sup>st</sup>) of the month following date of hire or first (1<sup>st</sup>) of the month following date enrollment forms are received by the Human Resources Benefits Department. Coverage will terminate at the end of the last day of the month in which employment ends, except as provided in Article 19.10 in this Agreement.

16.2.2 Dental coverage will begin the first (1<sup>st</sup>) of the month following ninety (90) calendar days of employment. Coverage will terminate at the end of the last day of the month in which employment ends, except as provided in Article 19.9 in this Agreement.

16.2.3 Part-time employees whose budgeted regular schedule calls for thirty (30) hours per week (.75 FTE) or more shall be eligible for the full County contribution.

16.2.3.1 Part-time employees whose regular schedule calls for twenty (20) – twenty-nine (29) (.5 - .749 FTE) hours per week shall be eligible for seventy percent (70%) of the County's contribution for the medical and dental plan selected by the employee. The employee shall contribute the amount above the County contribution.

16.2.3.2 Temporary changes in work hours will not result in change in benefits available or employer contribution, unless the change in hours continues for three (3) consecutive months or more and then the change will be effective the first (1<sup>st</sup>) of the fourth (4<sup>th</sup>) consecutive month or unless otherwise required by federal or state law. When the temporary change is anticipated to last longer than three (3) months, the change will become effective immediately on the first (1<sup>st</sup>) of the following month.

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

16.2.5 Eligible dependents include legal spouse, domestic partners and dependent children, including the children of the domestic partner who reside in the employee's home up to age nineteen (19) or until age twenty-three (23) if a full-time student at an accredited school (unless otherwise provided by federal or state law). Employees adding a Domestic Partner must submit the required documentation.

16.2.6 **Qualified Family Status Changes.** Enrollment changes shall be allowed for qualified family status changes in accordance with state or federal law, or County policy. Enrollment changes must be received by the County with the applicable documentation within thirty-one (31) calendar days (sixty [60] calendar days for newborns or children placed with the employee for adoption) otherwise, coverage is not available until the next open enrollment with coverage effective January 1<sup>st</sup> of the following year.

16.2.7 **Eligibility for coverage during unpaid leave.** Employees will have continuous coverage during an unpaid leave of absence if covered by federal or state leave laws. For other unpaid leaves, any month in which the employee is in an unpaid status the first (1<sup>st</sup>) of the month and the unpaid leave will be 30 continuous calendar days or longer, benefits will end the last day of the month in which the 30 continuous days ends. Coverage will be reinstated effective the first (1<sup>st</sup>) of the month following the date of the employee's return to work; except for return from USERRA leaves and other applicable state and federal protected leaves.

16.2.8 For recalled employees (within a twelve [12] month period) and employees returning from furlough, coverage is reinstated the first (1<sup>st</sup>) of the month following the date of re-employment, unless otherwise required by law.

16.2.9 **Job Share Benefits.** Job share benefits will be provided to employees sharing the regular work hours and benefits of one (1) full-time position and the employee must work a minimum of twenty (20) hours per week to be eligible for medical, dental, life and disability insurance.

16.2.9.1 Each employee shall have the option to enroll in the medical and dental plan of the employee's choice. The County contribution for each job-share employee shall be equivalent to fifty percent (50%) of the employer contribution for the medical plan and dental plan selected by the employee. Any premium over the employer contribution will be the responsibility of the employee

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



## **16.3 Premiums.**

16.3.1 Premiums, plans, and cost distribution will be determined through the multi-party Healthcare Committee process as outlined on the Memorandum of Understanding included as Appendix A in this Agreement.

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

16.3.2.1 Medical Coverage with proof of other group medical coverage. Full-time employees (thirty [30]+ hours or more per week) receive one hundred thirty dollars (\$130.00) per month (sixty-five dollars [\$65.00] per pay period); and part-time employees (twenty [20] – twenty-nine [29] hours per week) receive ninety-one dollars (\$91.00) per month (forty-five dollars and fifty cents [\$45.50] per pay period); job-share employees receive sixty-five dollars (\$65.00) per month (thirty-two dollars and fifty cents [\$32.50] per pay period) if both job-share partners waive coverage.

16.3.2.2 Dental Coverage – proof of other coverage not required. Full-time employees receive twenty dollars (\$20.00) per month (ten dollars [\$10.00] per pay period); and part-time and job share employees receive fourteen dollars (\$14.00) per month (seven dollars [\$7.00] per pay period); and job-share employees receive ten dollars (\$10.00) per month (five dollars [\$5.00] per pay period) if both job-share partners waive coverage.

16.3.2.3 Employees who voluntarily enroll in the High Deductible Health Plan (HDHP) and Health Savings Account (HSA) shall receive a pay period contribution of twenty dollars and eighty-three cents (\$20.83) for single coverage or forty-one dollars and sixty-seven cents (\$41.67) for family coverage.

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

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

**16.6 Life Insurance.** Effective first (1<sup>st</sup>) of the month following ratification, the County shall provide each employee a group term life insurance policy including accidental death and dismemberment coverage in the amount of twenty-five thousand dollars (\$25,000.00). Employee and/or dependent coverage shall be made available for employee purchase.

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

**16.7 Long Term Disability Insurance.** The County shall provide each employee long term disability insurance policy providing for pay continuation of sixty percent (60%) of salary with a sixty (60) day elimination period 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 sixty-six and two-thirds percent (66 2/3%) of their covered salary. Benefits are paid up to a maximum covered salary of fifteen thousand (\$15,000.00) per month, (e.g. sixty percent [60%] of seventy-five hundred dollars [\$7,500.00] month salary is forty-five hundred dollars (\$4,500.00)).

**16.8 Family and Paid Medical Paid Leave.** The County will offer Paid Family and Medical Leave in compliance with the Washington Paid Family and Medical Leave Program currently scheduled to begin January 1, 2020. The County will contribute to the Paid Family and Medical Program based upon the required amount to be contributed by Employers by Chapter 50A.04 RCW. The County shall deduct from the employees wages the percent of premiums for the Paid Family and Medical Leave Program as permitted by RCW 50A.04.115(3)(b) and (c) beginning January 1, 2019. Employees will be required to participate in the Paid Family and Medical Leave Program per RCW 50A.04.

## **16.9 Continuation of Benefits.**

16.9.1 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 responsible for the cost of the coverage plus an administrative fee, if applicable.

16.9.2 County provided health benefits are continued during an approved leave of absence under family and medical leave or due to job related accident or illness. 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.

16.9.3 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 full 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.

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

## ARTICLE 17. OTHER BENEFITS

**17.1 Retirement Plan.** The County participates in the Washington State Department of Retirement System. The County and eligible employees are required to contribute a percentage of compensable earnings as set by the State Legislature.

**17.2 Deferred Compensation Plans.** The County agrees to provide opportunities for regular and project employees to participate in an Internal Revenue Code Section 457 Deferred Compensation Plans. Contributions may be made up to the allowable IRS maximum.

**17.3 Flexible Spending Accounts.** The County agrees to make available Dependent Care and Health Care Flexible Spending Accounts as long as allowed under federal law and as long as it does not impact the Federal Excise Tax.

**17.4 Employee Assistance Program.** The County agrees to make available an Employee Assistance Program (EAP) providing confidential counseling services to employees and their eligible dependents.

**17.5 Tuition Reimbursement.** The County shall reimburse an employee for the cost of tuition, registration, associated books and fees for any classes, seminars or conferences taken by an employee on the employee's own time which are directly related to the employee's current position and which, in the opinion of the County, will result in improved job performance. Prior approval from the Department Head is required and is subject to the availability of budgeted funds. For courses or training for which a grade is issued, the employee must attain a grade of "C" or better in order to receive reimbursement.

**17.6 Parking.** The County Campus Parking Management Plan represents the guidelines for parking within the downtown campus. Except as indicated herein, this Plan applies in its entirety. Exceptions to this plan are as noted below:

- a. Employees will be allowed replacement permit without charge if the need is due to no fault of the employee.
- b. Replacement permits will cost five dollars (\$5.00) per replacement.

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

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

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

## **17.7 License and Certifications.**

17.7.1 The County shall reimburse or otherwise pay the cost of licenses or certifications which are required to maintain (but not obtain) employment in the current classification or required to qualify for promotion to the next level in an alternately staffed job family, e.g., Wastewater Operator I to Wastewater Operator II. This shall include cases where new requirements are established. A department may also elect to reimburse an employee where possession of the license or certificate is not a legal requirement but its possession is of direct benefit and value to the department in the employee's current position/classification. The assessment of value shall be at the sole discretion of the department and is not subject to the grievance procedure.

17.7.2 Costs for licenses or certificates that are 1) required to qualify for entry into the classification (meaning the employee must possess them to be hired), 2) desired or required for promotion to non-alternately staffed positions or 3) not viewed as cost-justified by the department, are the responsibility of the employee.

17.7.3 The County will keep all code inspectors informed of any changes to the state and local codes to ensure that the structures they are inspecting are in compliance with the code. The County will also provide opportunities for employees to receive training to assist them in maintaining their certifications, based on workload and budget constraints. However, employees are responsible for maintaining certifications and providing proof of re-certification to the County.

**17.8 Dues and Memberships.** Funding for or reimbursement of dues and membership shall be at the discretion of the County.

**17.9 Commercial Driver's License.** All employees in applicable positions are required to obtain a valid Commercial Driver's License (CDL) with a class 'A' endorsement with an 'N' tanker endorsement within five (5) months of hire with the County. Current employees in the Grounds Maintenance job family who hold a class B endorsement will not be required to upgrade to class A to hold their current positions.

17.9.1 All employees required to maintain a CDL shall be subject to all rules and regulations issued by the federal and state government including requirements for drug and alcohol testing.

**17.9.2 The County will provide:**

- a. An opportunity for each employee to develop the skill required to obtain the required license and relevant endorsements.

- b. Reimbursement for fees to obtain the license and endorsements, provided that if the employee incurs additional charges because he or she fails any part of the exam, those charges shall be the employee's responsibility.
- c. The required medical/physical examination by a physician of the County's choice on County time if pre-arranged with supervision.
- d. Use of a County vehicle to take the practical/driving portion of the examination, on County time, provided that the County may require that the employee demonstrate proficiency in operating the vehicle in a trainee capacity before allowing the employee to use the vehicle in the driving test.

17.9.3 The County will make a reasonable effort to reassign an employee who loses his/her CDL for up to ninety (90) days to a position that does not require a CDL if such work is available. The employee's pay may be adjusted to the new corresponding job duties. If the County is unable to provide such work and/or the employee has also lost his/her drivers license, the employee shall be removed from the performance of their job and placed in a non-pay status. They may substitute any available PTO (in accordance with Appendix C to this Agreement), vacation, floating holiday, or compensatory time for the non-pay status.

## **ARTICLE 18. DISCIPLINE AND TERMINATION**

### **18.1 Probationary Periods.**

18.1.1 New employees shall serve a probationary period of six (6) months, plus any period of unpaid leave occurring during the probationary period. Employees shall also serve a three (3) month probationary period following promotion or transfer to a new classification within the same or another department. The probationary period may be extended by mutual agreement of the employee, the Union and the County.

18.1.2 The County may discipline or discharge an employee at any time during an initial probationary period, with or without cause, and such discipline or discharge shall not be subject to appeal. Employees who fail a promotional probationary period shall be returned to their former classification, position and salary step.

**18.2 Disciplinary Actions.** Regular employees may in good faith be disciplined in the form of an oral warning, written warning, suspension, demotion or discharge for just cause except that oral warnings are not grievable. The County may document oral warnings but such documentation shall not be included in the employee's personnel file. Grievances concerning written warnings may not be processed beyond Step 3, Human Resources Director as the Board's designee for Labor Relations.

**18.3 Disciplinary Investigations and Meetings.** In disciplinary investigations, an employee shall be afforded all Constitutional rights customarily associated with the Weingarten and Loudermill cases. If an employee is suspended prior to or during an investigation, they shall be in a pay status pending outcome of the investigation and/or disciplinary action. Employees shall be advised of their right to Union representation during any investigatory interview or meeting which could reasonably be expected to lead to disciplinary action. Union representation is not required at non-investigatory meetings such as those conducted to notify the employee of disciplinary action being taken or imposed.

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

## **18.5 Voluntary Termination Procedure.**

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

**18.5.2 Retirement.** Employees who intend to retire should provide a minimum of thirty (30) days written notice of retirement date.

### **18.5.3 Abandonment of Position.**

**18.5.3.1** An employee shall be considered to have resigned via abandonment of his/her position based on any of the following circumstances:

- a. absence for three (3) consecutive days without notice or approval absent extenuating circumstances.
- b. failure to return from a leave of absence following the last day of approved leave after three (3) consecutive days without notice or approval or absent extenuating circumstances.

**18.5.3.2** Employees considered to have abandoned their positions will be terminated and the separation will be treated as a resignation without notice. In the event it was not the employee's intention to resign, absence without leave constitutes an adequate basis for discipline and an employee may be involuntarily terminated for action constituting abandonment of the position unless the failure to notify was clearly beyond the employee's control. The appointing authority will send a confirming notice to employees considered to have abandoned their positions.

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

## **ARTICLE 19. LAYOFF**

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

**19.2 Alternatives to Layoff.** The County will make every reasonable effort to avoid layoff of bargaining unit employees. Such efforts will include meeting with the Union to solicit their input and taking into consideration strategies to create alternatives to prevent or minimize the effects of layoffs. Such options will include; providing impacted employees first consideration to fill temporary, non-regular, probationary, or other non-permanent status positions for which they are qualified, or other non-permanent status positions. The County will negotiate with the Union to the extent that any alternative to layoff impacts mandatory subjects of bargaining.

**19.3** When the County determines that a layoff is appropriate, it will meet with the Union to implement the layoff consistent with this Article.

**19.4 Seniority for Layoff.** Seniority for selection of employees for layoff and bumping/reassignment shall be based upon bargaining unit seniority, defined as all continuous service in positions within the bargaining unit since the last date of hire or appointment to a position in the unit. The following additional considerations shall apply as warranted:

19.4.1 In the event of a tie in bargaining unit seniority, seniority shall be prioritized as follows: 1) classification seniority; 2) department seniority; 3) Countywide seniority.

19.4.2 When an entire classification is eliminated and replaced with a new classification, seniority in the former classification shall be added to seniority in the new classification.

19.4.3 Seniority in a homogeneous classification series, e.g., Office Assistant I/II/III/Sr., shall be computed as all time in any of the classifications.

19.4.4 Seniority shall be based upon continuous active service, including time on Workers' Compensation leave and unpaid leaves of absence of thirty (30) days or less, since the last date of hire or appointment to the position or as otherwise provided by law.

19.4.5 Seniority rights shall not be exercised until completion of the required new hire probationary period for the classification and employees on a promotional probationary period may not bump into other positions in the classification in which they are still on probation.



## **19.5 Selection and Notice.**

19.5.1 The Department shall identify by classification the positions to be eliminated. Within classification, employees shall be selected for layoff based upon seniority within the bargaining unit.

19.5.2 Employees who will be separated from County service shall be provided a minimum of twenty (20) working days notice or pay in lieu of notice (one [1] days pay for each day of notice below twenty [20]), the Union shall be notified concurrent with notice to employees. A minimum of ten (10) working days notice shall be provided to employees who are reassigned to lower classifications. One (1) week minimum notice is required for employees who are transferred or reassigned laterally as a result of layoff. No pay-in-lieu-of-notice is authorized but the transfers, demotions shall be delayed until the required notice period has been met. The County may issue contingent layoff notices to employees whose positions are not being eliminated but who it determines is subject to being bumped by more senior employees. The issuance of a contingent layoff notice fulfills the minimum twenty (20) day notification period beginning on the first (1<sup>st</sup>) day the notification is given to the affected employee and Union.

19.5.3 **Benefits Continuation.** The County shall continue the County's contribution toward the cost of medical and dental insurance through the end of the first (1<sup>st</sup>) calendar month following layoff.

## **19.6 Reassignment and Bumping During Layoff.**

19.6.1 Employees facing layoff shall be considered for reassignment in the order below. No step may be utilized unless there are no available positions in the preceding steps except that the steps may be rearranged as necessary to provide a minimum pay reduction. In all cases the employee must be qualified to perform the duties of the position following a reasonable period of orientation and training. In the event there is more than one (1) qualified candidate for a position, such position shall be offered on the basis of seniority. In bumping situations, the employee may bump only into the position occupied by the least senior employee, not any less senior employee.

The order of consideration shall be:

### **19.6.1.1 Reassignment to Vacancies and Employee Preferences.**

Reassignment of employees to vacant positions within the employee's current department, if available, will always take precedence over their bumping another employee; where multiple vacancies are available within the employee's current department, the County will take into account the employee's preferences for part-time or full-time status, work location, and work assignment to the extent practical prior to reassignment of the employee to a vacancy. An employee who is offered options must indicate a preference within five (5) working days of receipt of notice of the options in order to exercise that option.

First: Vacant positions in the classification from which the employee is being laid off, first in the department, then in the bargaining unit, then Countywide. Employees who secure other positions in their same classification are not considered laid off and are not eligible for recall.

Second: Vacant positions in former classifications, first in the department, then in the bargaining unit, then Countywide.

Third: If possible, change of status between available full-time and part-time position(s)

OR

If available, assignment to a limited duration i.e. project or temporary position(s) provided the Union and the County mutually agree to the placement.

#### **19.6.1.2 Voluntary Layoff or Reduction of Hours.**

- a. **Voluntary Layoff.** Any employee in a classification affected by layoff may request voluntary layoff if such action does not result in increased cost to the County. When management identifies classifications to be laid off, management will first in order of seniority, look for volunteers to be laid off. Employees who agree to a voluntary layoff out of seniority order will have no bumping rights and such employee will be placed on a recall list in accordance with this Article.
- b. **Voluntary Reduction in Hours.** Any employee in a classification affected by layoff may request to be reassigned to a vacant position with fewer assigned hours if such reassignment would mitigate the impact of the layoff on other employees and does not result in increased costs to the County.

#### **19.6.1.3 Bumping into occupied positions.**

Bumping across department lines is not permitted; however, employees who have been transferred because of changes in the organizational structure shall have the right to bump to a classification and department from which they transferred.

- a. Bump into occupied positions in the department held by less senior employees in lateral or lower classifications in which they have formerly served or homogeneous classification series and completed the probationary period.

- b. **Lower Classification Bumping Option.** An employee may voluntarily choose to take a lower bumping option provided such option is available and does not adversely affect another employee who would not have been impacted had the employee bumped in the order specified above. Such election will be made in writing within five (5) working days and submitted to Human Resources. Where more than one (1) option exists, the employee shall list his/her preference(s) in rank order.
- c. Except as provided in Table 19.6 below, in both bumping and recall, employees may only be placed in job classifications in which they have previously served unless the classification is part of a homogeneous classification series as listed in Appendix B.

OR

- d. Employees in certain job classifications may bump selected lower classifications in which the employee has not served but is qualified as provided herein. Where there is more than one (1) such position, the employee may bump only the least senior employee.

Employees may bump to non-former classes under this Section from and to the following classifications:

19.6.1.4 Within six (6) months of the reassignment, if the employee is not successful in their reassigned positions, they may be separated from the County and maintain the Recall rights outline below in Section 19.7 in this Article.

Table 19.6

<b>From</b>	<b>To</b>
Office Supervisor Inventory Specialist Dept Web /Publications Coordinator Program Assistant Administrative Assistant Planning Technician I, II	Office Assistant III, II, I
Planner I, II, III	Planning Technician I, II
Wastewater job family (technicians and operators)	All lower classifications within job family if qualified
Traffic Control Technician and Technical Services Analyst	All lower classifications if qualified

**19.6.1.5 Other considerations During Periods of Reassignment, Bumping and Layoff.**

- a. **Qualified to Perform the Duties of the Position.** Employees may not be reassigned to positions under this Article unless qualified to perform the duties of the position to which assignment is being considered. An accurate job description, including any approved knowledge, skills and abilities required for the position, must be on file with Human Resources prior to issuance of layoff notices. Employees may be denied rights otherwise available under these provisions only if they lack knowledge, skills and abilities (KSAs) required for the position that are not easily learned within ninety (90) days. Employees may be required to take and pass qualifying examinations in order to establish their rights to specific positions. When the County determines the KSAs in addition to minimum qualifications are required for a position, the Union may appoint a steward or officer familiar with the job classification to participate in discussions about the required KSAs and the content of any qualifying examination used as part of the bumping process.
- b. **Previously Held Classifications.** If there is no employee in the classification with less seniority pursuant to 19.6.1.3.a then the employee will be bumped into a classification previously held. If the employee held more than one (1) previous classification, order shall be to the most recent previous classification held and so forth. (Employee bumping rights includes the right to bump into a previous classification with a higher maximum salary only if the higher salary rate of the previously held classification is due to a salary adjustment for that class resulting from a classification/compensation study and the employee moved from the classification as a result of a lateral transfer, promotion or reclassification.)
- c. **Change of Full-Time and Part-Time Status.** Full-time employees will be reassigned only to full-time positions and part-time employees will be reassigned to part-time positions, unless reassignment to the other status is a result of 20.6.1.3.b Voluntary Reduction of Hours or is the only available option other than layoff.
- d. **Job Share Agreements.**
  - 1. Employees who are participating in a job share agreement at the time of layoff process is being administered will be treated like part-time employees for the purposes of bumping and reassignment.

2. If a part-time employee bumps into a position that has an existing job share agreement, the employee must agree to the terms of the existing job share agreement.

- e. **Failure to Accept a Reassignment.** Employees who are reassigned to a position at the same pay grade pursuant to the aforementioned provisions and do not accept that position will be deemed to have resigned. If an employee is offered reassignment to a lower paid position and does not accept, they will be placed on layoff with full recall rights.

19.6.2 If there are no available positions in the process above, the County will make every effort to place surplus employees in other vacant positions for which they are qualified but have no prior service.

**19.7 Recall.** Employees who are laid off or reassigned (lateral or lower classification) in lieu of layoff shall be placed on a recall list in order of seniority for the classification from which they were laid off and any former classifications. The recall period shall be two (2) years for positions in the classification (and department) from which they were laid off and one (1) year for other classifications/departments (see Table 20.6). Seniority for recall shall be computed the same as seniority for layoff and bumping.

The following summarizes other recall right considerations:

19.7.1 Laid-off employees will be offered employment in any available vacancy in a classification for which they have recall rights provided they are qualified (as defined in 19.6.1.5.a) for the position. Prior to applying these recall provisions, vacancies will first be offered to senior qualified employees filling part-time positions in the affected classification(s). In the event there are multiple employees eligible for recall within a classification and multiple positions available, Human Resources shall coordinate a placement process whereby eligible employees are placed in the most suitable positions based on relative seniority and interest, qualifications, and department's needs. The intent of this language is to facilitate voluntary placements within the list of available vacancies and employees who are being recalled. As an alternative to recall, available positions may be filled by promotion, transfer or demotion of current employees with mutual agreement of the department, Human Resources and the Union.

19.7.2 Laid-off employees are eligible for consideration for other positions in the County through the competitive recruitment and selection procedures and shall be allowed to compete as internal candidates for the duration of their recall rights period. Laid-off employees are responsible for making themselves aware of available positions other than those for which they are entitled to recall consideration.

**19.8 Recall Procedure.** Notice of recall shall be sent to the employee by certified mail at the last address reflected in the employee's official personnel file in the County Human Resources Department and the employee must respond within fourteen (14) calendar days of the date of the notice. The County may send out multiple recall notices and recall the most senior employee who responds within the allotted time period.

An employee shall be allowed to waive one (1) offer but shall otherwise be removed from the recall list for a classification as follows:

1. Upon written request of the employee; or
2. Upon retirement; or
3. Upon acceptance of recall to the job from which they were laid off; or
4. Upon declining a 2<sup>nd</sup> offer of recall to the job from which they were laid off; or
5. Upon the employee's failure to respond to a certified letter sent to the employee's last known address within fourteen (14) days of mailing; or
6. Disciplinary termination for cause.

The employee shall be responsible for notifying the Human Resources Department of any change in address or telephone number. In addition, laid-off employees are expected to maintain necessary licenses i.e., CDL and or other certifications i.e., flagging card, etc. as appropriate for the position to which the employee may have recall rights.

**19.9 Rights Upon Recall.** Employees who are recalled shall be reinstated with all rights formerly attained including accrued sick leave. The seniority date shall be adjusted to reflect the time on layoff but the employee shall otherwise retain all service credit held at the time of layoff. Employees recalled to their former classification shall be appointed to the step and range formerly held and credit toward the next salary anniversary date shall be continued, not including the time on layoff.

## **ARTICLE 20. SUBSTANCE ABUSE FREE WORKPLACE**

**20.1 Statement of Principle.** The County and the Union, in keeping with the provisions of the Drug-Free Workplace Act of 1988, the Federal Motor Carrier Safety Administration (FMCSA) and the Department of Transportation (DOT) are committed to providing and maintaining a substance abuse-free working environment for the safety, physical and mental health of all employees and the public whom we serve.

Any unlawful manufacture, distribution, dispensation, possession, use or working under the influence of an illegal drug or controlled substance in or on any County facility, vehicle or while on County business is strictly prohibited. Consumption of alcohol is prohibited for employees while on duty (including any breaks, lunches, etc.) or while in a designated "on-call" status or eight (8) hours following an accident or incident (unless a breath alcohol test has already been performed).

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

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

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

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

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

#### **20.3.1 Post Incident.**

Commercial Driver's License (CDL) – Drivers (Job Required).

1. Accident occurs that involves a fatality, even if operating a Non-CDL vehicle, on or off County time and property; when operating a County vehicle.
2. Accident occurs and employee is cited and vehicle requires towing or medical attention away from the accident; even if the employee is in a Non-CDL vehicle; on or off County time and property, when operating a County vehicle.

20.3.2 **Reasonable Suspicion.** Reasonable suspicion applies to all employees, including employees without a driver's license, with a driver's license and employees maintaining a Commercial Driver's License (CDL) as a part of their job requirement.

Reasonable suspicion can include:

1. Direct observation of drug use or possession.
2. Direct observation of the physical symptoms of being under the influence of a drug or alcohol, such as motor functions or speech, odor, abnormal conduct or erratic behavior.
3. Arrest for a drug related offense.
4. Information that is provided by a reliable and credible source and has been independently corroborated.
5. Evidence that the employee tampered with a previous drug test.
6. The opinion of a medical/substance abuse/chemical dependency professional employed at the worksite that an employee is using illegal controlled substances or under the influence of alcohol.
7. An on-the-job accident where it is believed a controlled substance or alcohol use has been a contributing factor in an employee injury or fatality or where the employee is cited and the vehicle requires towing or medical attention away from the accident.



- a. **Reasonable Suspicion Procedure.** The Supervisor will request another Supervisor's (management and/or Human Resource Representative's) opinion and acknowledgment (both Supervisors must agree) prior to requesting an employee to take a reasonable suspicion drug/alcohol test. After confirmation of observance occurs, the employee shall be informed of their right to Union representation. Union representation will be expected to arrive at the scene within fifteen (15) minutes of the notification to the employee; or in an emergent circumstance this representation be accessed via telephone. This will not be construed as an opportunity for an employee to delay testing. Employees will be sequestered into a private area, if at all possible. Employees may not use tobacco products once they have been informed that reasonable suspicion has been observed until after the test has been completed.

Employees may not operate County motor vehicles or equipment after being notified that a reasonable suspicion test is warranted. Additionally, employees believed to be under the influence or impaired for any reason may be transported to the testing site, collector's office, medical facility, or tested at the job site. If transported to the testing site following the testing, the employee will be transported home via a local cab company, at the County's expense, or provided the opportunity to contact a non-duty-employee or non-employee for a ride. The employee will be informed that the law enforcement authorities shall be notified of his/her vehicle license number if the employee insists on driving. In no case will a Supervisor or other on-duty employee transport the employee. If the test results are not immediate, the employee will be placed on Paid Administrative Leave until the test results are received.

**20.3.3 Random Testing.** (CDL only). Employees required to have a Commercial Driver's License (CDL) will be selected for testing on an unannounced, random basis throughout the year and may be selected for either drug testing alone or both drug and alcohol testing. Selection will be done via a computer based random number generator and will be made at the rate of twenty-five percent (25%) of covered employees for drug and ten percent (10%) of covered employees for alcohol testing. Every employee will have an equal chance of being selected every time a selection is made. Employees will be notified of their selection during their shift and will be expected to submit at that time to the drug/alcohol testing. Employees need not be escorted by supervisors to the testing site.

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

#### **20.3.5 Refusal to submit to a test includes:**

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

**20.3.6 Providing False Information.** Any employee providing false information will be treated as if they have tested positive, be evaluated by a SAP or CDP, and will be subject to discipline up to and including immediate termination.

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

**20.4.1 Drug Testing.** Specimen collection for drug testing will conform to controlled certified laboratory standards to maintain documented chain of custody and assure sample reliability. Testing for drugs will be conducted at the job site, collector's office or medical facility.

The specific procedure used for testing is as follows:

- The collection site personnel will obtain the appropriate urine custody and control forms and inspect the collection room.
- The donor will be asked to present picture identification to the collection site person.
- The donor will check belongings and remove unnecessary outer garments.
- Donor will wash hands, take the collection cup and enter the privacy enclosure to collect at least forty-five (45) milliliters of specimen unobserved.
- The collection site person records the temperature of the specimen.
- The specimen will be split into two bottles.
- Both bottles will be labeled and sealed in front of the donor.
- The custody control form will be completed, transferring custody from the donor to the collection site person.
- The split specimen will be placed in secure storage until shipped for analysis.

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

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

The following tests and positive test levels shall be used:

Initial test analyte	Initial test cutoff concentration	Confirmatory test analyte	Confirmatory test cutoff concentration
Marijuana metabolites	50 g/mL.	THCA <sup>1</sup>	15 ng/mL
Cocaine metabolites	150 ng /mL.	Benzoylcegonine	100 ng/mL
Opiate metabolites			
Codeine/Morphine <sup>2</sup>	2000 ng/mL	Codeine	2000 ng/mL
		Morphine	2000 ng/mL
6-Acetylmorphine	10 ng/mL.	6-Acetylmorphine.	10 ng/mL
Phencyclidine	25 ng/mL.	Phencyclidine	25 ng/mL
Amphetamines <sup>3</sup>			
AMP/MAMP <sup>4</sup>	500 ng/mL.	Amphetamine	250 ng/mL
		Methamphetamine <sup>5</sup>	250 ng/mL
MDMA <sup>6</sup>	500 ng/mL.	MDMA	250 ng/mL
		MDA <sup>7</sup>	250 ng/mL
		MDEA <sup>8</sup>	250 ng/mL

<sup>1</sup> Delta-9-tetrahydrocannabinol-9-carboxylic acid (THCA).

<sup>2</sup> Morphine is the target analyte for codeine/morphine testing.

<sup>3</sup> Either a single initial test kit or multiple initial test kits may be used provided the single test kit detects each target analyte independently at the specified cutoff.

<sup>4</sup> Methamphetamine is the target analyte for amphetamine/methamphetamine testing.

<sup>5</sup> To be reported positive for methamphetamine, a specimen must also contain amphetamine at a concentration equal to or greater than 100 ng/mL.

<sup>6</sup> Methylenedioxymethamphetamine (MDMA).

<sup>7</sup> Methylenedioxyamphetamine (MDA).

<sup>8</sup> Methylenedioxyethylamphetamine (MDEA).

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

The alcohol testing process will consist of the following steps:

- Upon arrival, the employee will be shown to the testing site. The site will afford the employee privacy during the process.
- The employee will provide picture identification to the BAT for inspection.
- The BAT will explain the test process and will, with the employee, complete the Alcohol Testing Form.
- The BAT will open a sealed disposable mouthpiece in view of the employee and attach it to the EBT device for a screening test.
- The employee will blow forcefully into the mouthpiece and be shown the result.
- If the test result is less than .04 (Non-CDL and .02 CDL) the test will be recorded as negative.
- If the initial test indicates an alcohol concentration of .04 (Non-CDL and .02 CDL) or greater, a second (2<sup>nd</sup>) confirmatory test will be conducted at least fifteen (15) minutes, but not more than twenty (20) minutes, after the initial test.
- Before the confirmatory test is conducted, the BAT shall conduct an airblank test which must read 0.00 to proceed.
- The confirmatory test will be conducted using the same screening procedures as the screening test with the exception of the post-test airblank.
- If the test results are not identical, the result of the confirmatory test is considered to be the final result.

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

## **20.5 Positive Test Results.**

20.5.1 An employee who tested .04 (Non-CDL and .02 CDL) or greater for alcohol or fails to pass a drug test will be removed from the performance of his/her job and evaluated by a substance abuse professional. An employee may substitute any available PTO (in accordance with Appendix C to this Agreement), vacation, floating holiday or comp time for the non-pay status.

20.5.2 CDL only - Employees submitting a breath alcohol test .02 or greater, but less than .04 will be removed from duty for a minimum of twenty-four (24) hours. The County will offer the employee a ride home via a local cab company, at the County's expense, or the opportunity to contact a non-employee for a ride. The employee will be informed that law enforcement authorities shall be notified of his/her vehicle license number if the employee insists on driving home. A Supervisor shall not take the employee home during work hours. Employees at this stage would be placed in a non-pay status. However, an employee may substitute accrued vacation, floating holiday or any comp time if available.

20.5.3 An employee who tests positive for illegal drugs or controlled substances will be removed from the performance of his/her job, and evaluated by a Substance Abuse Professional (SAP) or Chemical Dependency Professional (CDP) (Non-CDL). The employee will not be allowed to return to work until recommendation to return to work is made by the SAP or CDP.

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

## **20.6 Pay Status.**

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

20.6.2 Employees who are in a recognized treatment program for a drug or alcohol problem may use available sick leave, floating holiday, accrued PTO (in accordance with Appendix C to this Agreement), vacation or comp time for counseling and treatment.

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

20.7.1 An employee who tests positive for an illegal drug, controlled substance and/or alcohol will generally be allowed to return to duty following compliance with all treatment recommendations and receipt of evaluation noting employee's ability to return to work the SAP or CDP. Employees will have a meeting with their Manager, Union representation before returning to work and may be subject to discipline up to and including termination. Employees who test positive a second (2<sup>nd</sup>) time for an illegal drug, controlled substance or alcohol or who fail to comply with treatment requirements (as determined by the SAP or CDP) are subject to immediate termination.

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

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

20.8.1 The County will keep confidential all testing results.

If at any point the results of the testing procedures specified in Section 20.4 (Drug & Alcohol Testing Process) 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) will be maintained in the Human Resources Department.

20.8.2 Prior to participating in the mandatory testing process, employees who voluntarily seek assistance concerning a drug or alcohol problem shall not be disciplined by the employer and will be immediately referred to the County's EAP. Employees may not return to work until they provide a release from a SAP or CDP. Employees may use available sick leave, floating holiday, accrued PTO (in accordance with Appendix C to this Agreement), vacation or comp time for counseling and treatment.

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

20.8.4 All employees who must use a prescription drug that causes or results in adverse side effects (e.g., drowsiness or impaired reflexes or reaction time) shall inform their Supervisor that they are taking such medication according to the advice of a physician. Employees are not required to notify their Supervisor of the name of the medication, only that they are taking a medication that causes adverse side effects. If the prescription drug use could cause productivity or safety problems, a Supervisor may grant the employee sick leave or temporarily assign the employee different duties, if available.

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

## **20.9 Education and Training.**

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

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

## **20.10 Record Retention.**

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

- Records of alcohol test results indicating an alcohol concentration of .04 (.02 for CDL only) or greater.
- Records of verified positive drug test results.
- Documentation of refusal to take a required alcohol/drug tests.
- Drug and Alcohol related evaluations and referrals.

20.10.2 Records of negative and canceled drug tests and alcohol test results with a concentration of less than .04 (non-CDL) shall be expunged immediately unless following a valid positive test and in that case subject to the same retention as the positive test. CDL only - Records of negative and canceled drug tests and alcohol test results with a concentration of less than .02 shall be maintained for a minimum of one (1) year.

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

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



## **ARTICLE 21. GRIEVANCE PROCEDURE**

### **21.1 Purpose and Scope.**

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

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

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

**21.2 Filing and Processing Requirements.** A grievance may be brought under this procedure by one (1) or more aggrieved employees, with or without a Union representative, or by the Union as a class grievance (hereafter described as "the grievant"). No grievance shall be processed beyond Step 3 without Union concurrence and representation.

21.2.1 Disciplinary grievances shall be initially submitted at Step 2. Grievances concerning written warnings may not be processed beyond Step 3.

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

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

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

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

### **21.3 Timelines.**

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

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

### **21.4 Steps.**

21.4.1 **Step 1.** If unable to resolve the grievance informally with the immediate Supervisor, the grievant shall present the grievance in writing to his/her immediate Manager (defined as the first level of management not included in the bargaining unit or as otherwise designated by the department head or elected official). The grievance must be filed within ten (10) working days of the occurrence of the grievance or the date the grievant knew or should have known of its occurrence or the date of conclusion of informal resolution attempts. Copies of the grievance shall be filed with the department head or elected official and Human Resources. The immediate Manager must respond in writing within ten (10) working days.

21.4.2 **Step 2.** If the grievance is not resolved at Step 1, the aggrieved employee or the Union shall submit the written grievance to the department head or elected official within ten (10) working days, following the manager's response. The department head or elected official shall respond in writing to this grievance within ten (10) working days.

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

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

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

**21.5** The Union shall request a list of seven (7) qualified neutrals from Oregon or Washington (or as many as are available) from the Federal Mediation and Conciliation Service (FMCS). Each party shall have the right to reject one (1) panel in its entirety and request that a new panel be submitted. 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 the Arbitrator. The first strike shall be made by the Union. As an alternative to requesting lists and striking names, the Union and County may agree to use the services of a particular Arbitrator.

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

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

**21.8** It is agreed that the grievance procedure is intended to be the exclusive remedy for resolving contractual disputes that may arise out of the interpretation or application of this Collective Bargaining Agreement and that taking an issue to arbitration shall constitute a waiver of the right of the Union to litigate the subject matter in any other forum. However, this Agreement shall not constitute a waiver of the right to the individual employee to litigate the subject matter in any other form.

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

A decision to utilize med-arb shall be voluntary by both parties and subject to the following understandings:

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

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

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

## ARTICLE 22. DEFINITIONS

**Absence without Leave** – Absence without notification or approval.

**Demotion** – Appointment of an employee to a job classification with a lower maximum top step salary.

**Emergency** – An emergency is defined as a natural event or unexpected circumstance which necessitates the County to change schedules on short notice to address essential operational or service needs on an immediate basis.

**Full Time or Full Time Employee** – A normal work schedule of forty (40) hours per week on a continuing basis.

**Higher Classification** – A classification with a higher maximum base wage rate.

**Lateral Classification** – A classification with an identical maximum base wage rate.

**Lateral Transfer** – Appointment to a position in a lateral classification or transfer to a position in the same classification but a different department.

**Lower Classification** – A classification with a lower maximum base wage rate.

**Part-time** – A normal work schedule of fewer than forty (40) hours per week.

**Position change or reassignment** – Reassignment of an employee between positions within the same classification and department.

**Probationary Periods** – New employees shall serve a probationary period of six (6) months, plus any period of unpaid leave occurring during the probationary period. Employees shall also serve a three (3) month probationary period following promotion, or transfer to a new classification within the same or another department. The probationary period may be extended by mutual agreement of the employee, the Union and the County.

**Promotion** – Appointment of an employee to a position in a higher classification with a higher maximum top step of base wage rate or to a higher level within an alternately staffed classification.

**Realignment** – An adjustment to the salary range of an entire classification.

**Recall** – The reappointment of a laid off employee from a recall list following layoff or the offering of a position through the recall procedure.

**Reclassification** – A change of a regular budgeted position from one (1) job classification to another (including new classifications) and/or the resulting action on the incumbent employee. (As distinguished from promotion when an employee promotes from one (1) existing position to another existing position.)

- a. Reclassification of a job may be appropriate when the duties, responsibilities, scope of work and other job factors change to such an extent that the classification to which it had been assigned no longer adequately describes the work. Changes to a job not warranting a reclassification include increased volume of the same level work, duties not previously assigned but within the same classification, enhanced technological tools to perform current duties, or longevity.
- b. Changes to jobs which may necessitate changes in classification can occur instantly, such as when there is a planned reorganization within a work unit or department or over time from gradual changes in the scope of duties or authority of a position.

**Rehire** – The return to employment with Clark County through reemployment, reinstatement, or by appointment of a laid off employee to a vacant position for which they are qualified but have no recall rights based on the following:

- a. **Reemployment** – The rehire of a regular employee after more than one (1) year of separation or to a classification other than that from which the employee terminated. Employees may only be reemployed by applying through normal competitive selection processes. However employees who return to County employment with two (2) years of separation shall be entitled to bridge their service for vacation accrual purposes only.
- b. **Reinstatement** – The rehire of an employee in his/her former classification pursuant to Article 8.4.10 of this Agreement within one (1) year of termination.

**Regular Employee** – An employee who is in a regular budgeted position.

**Salary** – The employee's rate of pay, whether expressed as an hourly or monthly figure. (See Article 11 in this Agreement for computation and discussion of hourly versus salaried treatment.)

**Salary Anniversary Date or Review Date** – The date as specified by this Agreement upon which an employee is eligible for a step increase within his/her range.

**Service and Seniority** – An employee's length of continuous employment with the County since his/her most recent date of hire as a full-time or part-time employee in a regular budgeted position. Seniority may be defined based on time in the County, Department, bargaining unit or job classification as provided by this Agreement.

**Vacant and Available Positions** – Those regular and funded positions which management has determined will be filled.

## **ARTICLE 23. SCOPE AND DURATION**

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

**23.2 Savings Clause.** 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 affected. 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.


**23.3 Duration and Renewal.** The parties agree that all provisions of this Agreement and its appendices shall be effective on the first (1<sup>st</sup>) day of the second (2<sup>nd</sup>) month following signing except for those provisions which have a specific effective date in the Agreement. It shall remain in full force and effect through the 30th day of June 2021.

23.3.1 The County and the Union agree to begin negotiations no later than April 30, 2021 and will continue to negotiate through August 31, 2021. Any/all unresolved matters will then either be withdrawn by the respective party or be referred to the PERC sponsored mediation.


## APPROVAL

This Agreement entered into between Clark County and the Washington State Council of County and City Employees, Local 307, was formally signed and approved on the 7th day of November, 2018.

BOARD OF CLARK COUNTY COUNCILORS

  
\_\_\_\_\_  
**Marc Boldt, Chair**

LOCAL 307, WASHINGTON STATE COUNCIL OF COUNTY & CITY EMPLOYEES

 \_\_\_\_\_ 11/6/18  
\_\_\_\_\_  
**Larry Clark** **Date**  
**Staff Representative Local 307CO**

 \_\_\_\_\_ 10-31-18  
\_\_\_\_\_  
**Ben Kemp** **Date**  
**President Local 307CO**



# EXHIBIT A

Classifications			2019 Hourly Rates - 2.2% Increase										
Table	Rg.	Title	1	2	3	4	5	6	7	8	9	10	11
Local 307	507	Administrative Assistant	20.96	21.50	22.03	22.61	23.14	23.73	24.31	24.91	25.52	26.16	26.80
Local 307	400	Building Inspector I	26.20	26.86	27.55	28.23	28.86	29.58	30.30	31.08	31.85		
Local 307	402	Building Inspector II	28.22	28.92	29.64	30.39	31.15	31.91	32.72	33.54	34.38		
Local 307	403	Building Inspector III	29.89	30.64	31.40	32.19	32.99	33.82	34.66	35.53	36.40		
Local 307	406	Building Inspector, Leadworker	33.27	34.09	34.95	35.81	36.73	37.65	38.59	39.57	40.55		
Local 307	112	Code Enforcement Officer	27.99	28.73	29.43	30.17	30.92	31.69	32.47	33.30	34.12		
Local 307	404	Code Enforcement Officer, Lead	30.82	31.61	32.38	33.18	34.03	34.87	35.74	36.65	37.54		
Local 307	752	Custodial Aide			12.13	12.44	12.74	13.08	13.40	13.73	14.05	14.40	14.75
Local 307	101	Custodian	17.41	17.85	18.31	18.77	19.25	19.73	20.24	20.74	21.25		
Local 307	150	Dept Info Systems Coord I	24.08	24.66	25.25	25.90	26.54	27.19	27.83	28.53	29.25	29.98	30.71
Local 307	156	Dept Info Systems Coord II	32.30	33.06	33.84	34.70	35.56	36.45	37.34	38.27	39.20	40.20	41.18
Local 307	150	Dept Web / Publications Coord	24.08	24.66	25.25	25.90	26.54	27.19	27.83	28.53	29.25	29.98	30.71
Local 307	300	Deputy Fire Marshal	34.95	35.81	36.73	37.65	38.52	39.49	40.46	41.49	42.53		
Local 307	301	Deputy Fire Marshal, Sr.	36.39	37.32	38.25	39.20	40.14	41.14	42.17	43.21	44.29		
Local 307	505	Executive Assistant	19.03	19.51	19.98	20.47	20.96	21.50	22.03	22.61	23.14	23.73	24.31
Local 307	120	Farms Operations Specialist	21.76	22.30	22.85	23.40	24.00	24.61	25.21	25.85	26.51		
Local 307	200	Fire Inspector I	30.12	30.86	31.65	32.43	33.26	34.08	34.94	35.80	36.72		
Local 307	202	Fire Inspector II	32.77	33.57	34.41	35.27	36.13	37.03	37.96	38.90	39.86		
Local 307	303	Fire Marshal, Assistant	39.33	40.30	41.31	42.33	43.39	44.49	45.59	46.73	47.91		
Local 307	131	Grounds Maintenance Crew Chief	27.68	28.36	29.07	29.80	30.55	31.30	32.11	32.89	33.71		
Local 307	120	Grounds Maintenance Specialist	21.76	22.30	22.85	23.40	24.00	24.61	25.21	25.85	26.51		
Local 307	104	Grounds Maintenance Worker	19.51	19.99	20.49	20.99	21.51	22.04	22.63	23.19	23.76		
Local 307	121	Heavy Equipment Operator	22.63	23.19	23.76	24.34	24.96	25.59	26.21	26.87	27.56		
Local 307	131	Highway Maint. Crew Chief	27.68	28.36	29.07	29.80	30.55	31.30	32.11	32.89	33.71		
Local 307	120	Highway Maintenance Specialist	21.76	22.30	22.85	23.40	24.00	24.61	25.21	25.85	26.51		
Local 307	104	Highway Maintenance Worker	19.51	19.99	20.49	20.99	21.51	22.04	22.63	23.19	23.76		
Local 307	112	Industrial Electrician	27.99	28.73	29.43	30.17	30.92	31.69	32.47	33.30	34.12		
Local 307	504	Inventory Specialist	18.14	18.58	19.03	19.51	19.98	20.47	20.96	21.50	22.03	22.61	23.14
Local 307	113	Laboratory Analyst	29.18	29.92	30.67	31.44	32.22	33.03	33.85	34.70	35.57		
Local 307	111	Natural Resources Spec I	26.88	27.57	28.26	28.95	29.68	30.42	31.18	31.94	32.77		
Local 307	113	Natural Resources Spec II	29.18	29.92	30.67	31.44	32.22	33.03	33.85	34.70	35.57		
Local 307	117	Natural Resources Spec III	34.85	35.72	36.61	37.52	38.46	39.41	40.39	41.36	42.40		
Local 307	50A	Office Aide						12.25	12.55	12.87	13.19	13.50	
Local 307	500	Office Assistant I	14.91	15.29	15.67	16.06	16.46	16.88	17.27	17.72	18.14	18.58	19.03
Local 307	503	Office Assistant II	17.27	17.72	18.14	18.58	19.03	19.51	19.98	20.47	20.96	21.50	22.03
Local 307	505	Office Assistant III	19.03	19.51	19.98	20.47	20.96	21.50	22.03	22.61	23.14	23.73	24.31
Local 307	507	Office Assistant, Senior	20.96	21.50	22.03	22.61	23.14	23.73	24.31	24.91	25.52	26.16	26.80
Local 307	510	Office Supervisor	24.31	24.91	25.52	26.16	26.80	27.48	28.17	28.86	29.56	30.28	31.03
Local 307	108	Parks & Vegetation Specialist	23.76	24.34	24.96	25.59	26.21	26.87	27.56	28.24	28.94		
Local 307	108	Permit Technician	23.76	24.34	24.96	25.59	26.21	26.87	27.56	28.24	28.94		
Local 307	106	Permit Technician, Asst.	21.15	21.68	22.22	22.76	23.32	23.89	24.50	25.12	25.73		
Local 307	110	Permit Technician, Lead	25.72	26.37	27.05	27.72	28.41	29.12	29.86	30.60	31.37		
Local 307	111	Planner I	26.88	27.57	28.26	28.95	29.68	30.42	31.18	31.94	32.77		
Local 307	113	Planner II	29.18	29.92	30.67	31.44	32.22	33.03	33.85	34.70	35.57		
Local 307	117	Planner III	34.85	35.72	36.61	37.52	38.46	39.41	40.39	41.36	42.40		
Local 307	113	Planner, Water Quality	29.18	29.92	30.67	31.44	32.22	33.03	33.85	34.70	35.57		
Local 307	107	Planning Technician I	21.93	22.48	23.08	23.66	24.24	24.83	25.46	26.10	26.74		
Local 307	109	Planning Technician II	24.70	25.31	25.95	26.60	27.26	27.94	28.63	29.36	30.10		
Local 307	403	Plans Examiner	29.89	30.64	31.40	32.19	32.99	33.82	34.66	35.53	36.40		
Local 307	406	Plans Examiner, Leadworker	33.27	34.09	34.95	35.81	36.73	37.65	38.59	39.57	40.55		
Local 307	404	Plans Examiner, Senior	30.82	31.61	32.38	33.18	34.03	34.87	35.74	36.65	37.54		
Local 307	508	Program Assistant	22.03	22.61	23.14	23.73	24.31	24.91	25.52	26.16	26.80	27.48	28.17
Local 307	117	SCADA System Specialist	34.85	35.72	36.61	37.52	38.46	39.41	40.39	41.36	42.40		
Local 307	113	Solids Program Coordinator	29.18	29.92	30.67	31.44	32.22	33.03	33.85	34.70	35.57		
Local 307	111	Technical Services Analyst	26.88	27.57	28.26	28.95	29.68	30.42	31.18	31.94	32.77		
Local 307	121	Traffic Control Technician	22.63	23.19	23.76	24.34	24.96	25.59	26.21	26.87	27.56		
Local 307	113	Wastewater Maint Leadworker	29.18	29.92	30.67	31.44	32.22	33.03	33.85	34.70	35.57		
Local 307	106	Wastewater Maintenance Tech I	21.15	21.68	22.22	22.76	23.32	23.89	24.50	25.12	25.73		
Local 307	111	Wastewater Maintenance Tech II	26.88	27.57	28.26	28.95	29.68	30.42	31.18	31.94	32.77		
Local 307	113	Wastewater Operations Ldwrkr	29.18	29.92	30.67	31.44	32.22	33.03	33.85	34.70	35.57		
Local 307	106	Wastewater Operator I	21.15	21.68	22.22	22.76	23.32	23.89	24.50	25.12	25.73		
Local 307	110	Wastewater Operator II	25.72	26.37	27.05	27.72	28.41	29.12	29.86	30.60	31.37		
Local 307	111	Wastewater Operator III	26.88	27.57	28.26	28.95	29.68	30.42	31.18	31.94	32.77		

Classifications			2020 Hourly Rates - 2.2% Increase										
Table	Rg.	Title	1	2	3	4	5	6	7	8	9	10	11
Local 307	507	Administrative Assistant	21.42	21.97	22.51	23.11	23.65	24.25	24.84	25.46	26.08	26.74	27.39
Local 307	400	Building Inspector I	26.78	27.45	28.16	28.85	29.49	30.23	30.97	31.76	32.55		
Local 307	402	Building Inspector II	28.84	29.56	30.29	31.06	31.84	32.61	33.44	34.28	35.14		
Local 307	403	Building Inspector III	30.55	31.31	32.09	32.90	33.72	34.56	35.42	36.31	37.20		
Local 307	406	Building Inspector, Leadworker	34.00	34.84	35.72	36.60	37.54	38.48	39.44	40.44	41.44		
Local 307	112	Code Enforcement Officer	28.61	29.36	30.08	30.83	31.60	32.39	33.18	34.03	34.87		
Local 307	404	Code Enforcement Officer, Lead	31.50	32.31	33.09	33.91	34.78	35.64	36.53	37.46	38.37		
Local 307	752	Custodial Aide							13.69	14.03	14.36	14.72	15.07
Local 307	101	Custodian	17.79	18.24	18.71	19.18	19.67	20.16	20.69	21.20	21.72		
Local 307	150	Dept Info Systems Coord I	24.61	25.20	25.81	26.47	27.12	27.79	28.44	29.16	29.89	30.64	31.39
Local 307	156	Dept Info Systems Coord II	33.01	33.79	34.58	35.46	36.34	37.25	38.16	39.11	40.06	41.08	42.09
Local 307	150	Dept Web / Publications Coord	24.61	25.20	25.81	26.47	27.12	27.79	28.44	29.16	29.89	30.64	31.39
Local 307	300	Deputy Fire Marshal	35.72	36.60	37.54	38.48	39.37	40.36	41.35	42.40	43.47		
Local 307	301	Deputy Fire Marshal, Sr.	37.19	38.14	39.09	40.06	41.02	42.05	43.10	44.16	45.26		
Local 307	505	Executive Assistant	19.45	19.94	20.42	20.92	21.42	21.97	22.51	23.11	23.65	24.25	24.84
Local 307	120	Farms Operations Specialist	22.24	22.79	23.35	23.91	24.53	25.15	25.76	26.42	27.09		
Local 307	200	Fire Inspector I	30.78	31.54	32.35	33.14	33.99	34.83	35.71	36.59	37.53		
Local 307	202	Fire Inspector II	33.49	34.31	35.17	36.05	36.92	37.84	38.80	39.76	40.74		
Local 307	303	Fire Marshal, Assistant	40.20	41.19	42.22	43.26	44.34	45.47	46.59	47.76	48.96		
Local 307	131	Grounds Maintenance Crew Chief	28.29	28.98	29.71	30.46	31.22	31.99	32.82	33.61	34.45		
Local 307	120	Grounds Maintenance Specialist	22.24	22.79	23.35	23.91	24.53	25.15	25.76	26.42	27.09		
Local 307	104	Grounds Maintenance Worker	19.94	20.43	20.94	21.45	21.98	22.52	23.13	23.70	24.28		
Local 307	121	Heavy Equipment Operator	23.13	23.70	24.28	24.88	25.51	26.15	26.79	27.46	28.17		
Local 307	131	Highway Maint. Crew Chief	28.29	28.98	29.71	30.46	31.22	31.99	32.82	33.61	34.45		
Local 307	120	Highway Maintenance Specialist	22.24	22.79	23.35	23.91	24.53	25.15	25.76	26.42	27.09		
Local 307	104	Highway Maintenance Worker	19.94	20.43	20.94	21.45	21.98	22.52	23.13	23.70	24.28		
Local 307	112	Industrial Electrician	28.61	29.36	30.08	30.83	31.60	32.39	33.18	34.03	34.87		
Local 307	504	Inventory Specialist	18.54	18.99	19.45	19.94	20.42	20.92	21.42	21.97	22.51	23.11	23.65
Local 307	113	Laboratory Analyst	29.82	30.58	31.34	32.13	32.93	33.76	34.59	35.46	36.35		
Local 307	111	Natural Resources Spec I	27.47	28.18	28.88	29.59	30.33	31.09	31.87	32.64	33.49		
Local 307	113	Natural Resources Spec II	29.82	30.58	31.34	32.13	32.93	33.76	34.59	35.46	36.35		
Local 307	117	Natural Resources Spec III	35.62	36.51	37.42	38.35	39.31	40.28	41.28	42.27	43.33		
Local 307	50A	Office Aide											13.80
Local 307	500	Office Assistant I	15.24	15.63	16.01	16.41	16.82	17.25	17.65	18.11	18.54	18.99	19.45
Local 307	503	Office Assistant II	17.65	18.11	18.54	18.99	19.45	19.94	20.42	20.92	21.42	21.97	22.51
Local 307	505	Office Assistant III	19.45	19.94	20.42	20.92	21.42	21.97	22.51	23.11	23.65	24.25	24.84
Local 307	507	Office Assistant, Senior	21.42	21.97	22.51	23.11	23.65	24.25	24.84	25.46	26.08	26.74	27.39
Local 307	510	Office Supervisor	24.84	25.46	26.08	26.74	27.39	28.08	28.79	29.49	30.21	30.95	31.71
Local 307	108	Parks & Vegetation Specialist	24.28	24.88	25.51	26.15	26.79	27.46	28.17	28.86	29.58		
Local 307	108	Permit Technician	24.28	24.88	25.51	26.15	26.79	27.46	28.17	28.86	29.58		
Local 307	106	Permit Technician, Asst.	21.62	22.16	22.71	23.26	23.83	24.42	25.04	25.67	26.30		
Local 307	110	Permit Technician, Lead	26.29	26.95	27.65	28.33	29.04	29.76	30.52	31.27	32.06		
Local 307	111	Planner I	27.47	28.18	28.88	29.59	30.33	31.09	31.87	32.64	33.49		
Local 307	113	Planner II	29.82	30.58	31.34	32.13	32.93	33.76	34.59	35.46	36.35		
Local 307	117	Planner III	35.62	36.51	37.42	38.35	39.31	40.28	41.28	42.27	43.33		
Local 307	113	Planner, Water Quality	29.82	30.58	31.34	32.13	32.93	33.76	34.59	35.46	36.35		
Local 307	107	Planning Technician I	22.41	22.97	23.59	24.18	24.77	25.38	26.02	26.67	27.33		
Local 307	109	Planning Technician II	25.24	25.87	26.52	27.19	27.86	28.55	29.26	30.01	30.76		
Local 307	403	Plans Examiner	30.55	31.31	32.09	32.90	33.72	34.56	35.42	36.31	37.20		
Local 307	406	Plans Examiner, Leadworker	34.00	34.84	35.72	36.60	37.54	38.48	39.44	40.44	41.44		
Local 307	404	Plans Examiner, Senior	31.50	32.31	33.09	33.91	34.78	35.64	36.53	37.46	38.37		
Local 307	508	Program Assistant	22.51	23.11	23.65	24.25	24.84	25.46	26.08	26.74	27.39	28.08	28.79
Local 307	117	SCADA System Specialist	35.62	36.51	37.42	38.35	39.31	40.28	41.28	42.27	43.33		
Local 307	113	Solids Program Coordinator	29.82	30.58	31.34	32.13	32.93	33.76	34.59	35.46	36.35		
Local 307	111	Technical Services Analyst	27.47	28.18	28.88	29.59	30.33	31.09	31.87	32.64	33.49		
Local 307	121	Traffic Control Technician	23.13	23.70	24.28	24.88	25.51	26.15	26.79	27.46	28.17		
Local 307	113	Wastewater Maint Leadworker	29.82	30.58	31.34	32.13	32.93	33.76	34.59	35.46	36.35		
Local 307	106	Wastewater Maintenance Tech I	21.62	22.16	22.71	23.26	23.83	24.42	25.04	25.67	26.30		
Local 307	111	Wastewater Maintenance Tech II	27.47	28.18	28.88	29.59	30.33	31.09	31.87	32.64	33.49		
Local 307	113	Wastewater Operations Ldwrkr	29.82	30.58	31.34	32.13	32.93	33.76	34.59	35.46	36.35		
Local 307	106	Wastewater Operator I	21.62	22.16	22.71	23.26	23.83	24.42	25.04	25.67	26.30		
Local 307	110	Wastewater Operator II	26.29	26.95	27.65	28.33	29.04	29.76	30.52	31.27	32.06		
Local 307	111	Wastewater Operator III	27.47	28.18	28.88	29.59	30.33	31.09	31.87	32.64	33.49		

Classifications			2021 Hourly Rates - 2.2% Increase										
Table	Rg.	Title	1	2	3	4	5	6	7	8	9	10	11
Local 307	507	Administrative Assistant	21.89	22.45	23.01	23.62	24.17	24.78	25.39	26.02	26.65	27.33	27.99
Local 307	400	Building Inspector I	27.37	28.05	28.78	29.48	30.14	30.90	31.65	32.46	33.27		
Local 307	402	Building Inspector II	29.47	30.21	30.96	31.74	32.54	33.33	34.18	35.03	35.91		
Local 307	403	Building Inspector III	31.22	32.00	32.80	33.62	34.46	35.32	36.20	37.11	38.02		
Local 307	406	Building Inspector, Leadworker	34.75	35.61	36.51	37.41	38.37	39.33	40.31	41.33	42.35		
Local 307	112	Code Enforcement Officer	29.24	30.01	30.74	31.51	32.30	33.10	33.91	34.78	35.64		
Local 307	404	Code Enforcement Officer, Lead	32.19	33.02	33.82	34.66	35.55	36.42	37.33	38.28	39.21		
Local 307	752	Custodial Aide							13.99	14.34	14.68	15.04	15.40
Local 307	101	Custodian	18.18	18.64	19.12	19.60	20.10	20.60	21.15	21.67	22.20		
Local 307	150	Dept Info Systems Coord I	25.15	25.75	26.38	27.05	27.72	28.40	29.07	29.80	30.55	31.31	32.08
Local 307	156	Dept Info Systems Coord II	33.74	34.53	35.34	36.24	37.14	38.07	39.00	39.97	40.94	41.98	43.02
Local 307	150	Dept Web / Publications Coord	25.15	25.75	26.38	27.05	27.72	28.40	29.07	29.80	30.55	31.31	32.08
Local 307	300	Deputy Fire Marshal	36.51	37.41	38.37	39.33	40.24	41.25	42.26	43.33	44.43		
Local 307	301	Deputy Fire Marshal, Sr.	38.01	38.98	39.95	40.94	41.92	42.98	44.05	45.13	46.26		
Local 307	505	Executive Assistant	19.88	20.38	20.87	21.38	21.89	22.45	23.01	23.62	24.17	24.78	25.39
Local 307	120	Farms Operations Specialist	22.73	23.29	23.86	24.44	25.07	25.70	26.33	27.00	27.69		
Local 307	200	Fire Inspector I	31.46	32.23	33.06	33.87	34.74	35.60	36.50	37.39	38.36		
Local 307	202	Fire Inspector II	34.23	35.06	35.94	36.84	37.73	38.67	39.65	40.63	41.64		
Local 307	303	Fire Marshal, Assistant	41.08	42.10	43.15	44.21	45.32	46.47	47.61	48.81	50.04		
Local 307	131	Grounds Maintenance Crew Chief	28.91	29.62	30.36	31.13	31.91	32.69	33.54	34.35	35.21		
Local 307	120	Grounds Maintenance Specialist	22.73	23.29	23.86	24.44	25.07	25.70	26.33	27.00	27.69		
Local 307	104	Grounds Maintenance Worker	20.38	20.88	21.40	21.92	22.46	23.02	23.64	24.22	24.81		
Local 307	121	Heavy Equipment Operator	23.64	24.22	24.81	25.43	26.07	26.73	27.38	28.06	28.79		
Local 307	131	Highway Maint. Crew Chief	28.91	29.62	30.36	31.13	31.91	32.69	33.54	34.35	35.21		
Local 307	120	Highway Maintenance Specialist	22.73	23.29	23.86	24.44	25.07	25.70	26.33	27.00	27.69		
Local 307	104	Highway Maintenance Worker	20.38	20.88	21.40	21.92	22.46	23.02	23.64	24.22	24.81		
Local 307	112	Industrial Electrician	29.24	30.01	30.74	31.51	32.30	33.10	33.91	34.78	35.64		
Local 307	504	Inventory Specialist	18.95	19.41	19.88	20.38	20.87	21.38	21.89	22.45	23.01	23.62	24.17
Local 307	113	Laboratory Analyst	30.48	31.25	32.03	32.84	33.65	34.50	35.35	36.24	37.15		
Local 307	111	Natural Resources Spec I	28.07	28.80	29.52	30.24	31.00	31.77	32.57	33.36	34.23		
Local 307	113	Natural Resources Spec II	30.48	31.25	32.03	32.84	33.65	34.50	35.35	36.24	37.15		
Local 307	117	Natural Resources Spec III	36.40	37.31	38.24	39.19	40.17	41.17	42.19	43.20	44.28		
Local 307	50A	Office Aide											14.10
Local 307	500	Office Assistant I	15.58	15.97	16.36	16.77	17.19	17.63	18.04	18.51	18.95	19.41	19.88
Local 307	503	Office Assistant II	18.04	18.51	18.95	19.41	19.88	20.38	20.87	21.38	21.89	22.45	23.01
Local 307	505	Office Assistant III	19.88	20.38	20.87	21.38	21.89	22.45	23.01	23.62	24.17	24.78	25.39
Local 307	507	Office Assistant, Senior	21.89	22.45	23.01	23.62	24.17	24.78	25.39	26.02	26.65	27.33	27.99
Local 307	510	Office Supervisor	25.39	26.02	26.65	27.33	27.99	28.70	29.42	30.14	30.87	31.63	32.41
Local 307	108	Parks & Vegetation Specialist	24.81	25.43	26.07	26.73	27.38	28.06	28.79	29.49	30.23		
Local 307	108	Permit Technician	24.81	25.43	26.07	26.73	27.38	28.06	28.79	29.49	30.23		
Local 307	106	Permit Technician, Asst.	22.10	22.65	23.21	23.77	24.35	24.96	25.59	26.23	26.88		
Local 307	110	Permit Technician, Lead	26.87	27.54	28.26	28.95	29.68	30.41	31.19	31.96	32.77		
Local 307	111	Planner I	28.07	28.80	29.52	30.24	31.00	31.77	32.57	33.36	34.23		
Local 307	113	Planner II	30.48	31.25	32.03	32.84	33.65	34.50	35.35	36.24	37.15		
Local 307	117	Planner III	36.40	37.31	38.24	39.19	40.17	41.17	42.19	43.20	44.28		
Local 307	113	Planner, Water Quality	30.48	31.25	32.03	32.84	33.65	34.50	35.35	36.24	37.15		
Local 307	107	Planning Technician I	22.90	23.48	24.11	24.71	25.31	25.94	26.59	27.26	27.93		
Local 307	109	Planning Technician II	25.80	26.44	27.10	27.79	28.47	29.18	29.90	30.67	31.44		
Local 307	403	Plans Examiner	31.22	32.00	32.80	33.62	34.46	35.32	36.20	37.11	38.02		
Local 307	406	Plans Examiner, Leadworker	34.75	35.61	36.51	37.41	38.37	39.33	40.31	41.33	42.35		
Local 307	404	Plans Examiner, Senior	32.19	33.02	33.82	34.66	35.55	36.42	37.33	38.28	39.21		
Local 307	508	Program Assistant	23.01	23.62	24.17	24.78	25.39	26.02	26.65	27.33	27.99	28.70	29.42
Local 307	117	SCADA System Specialist	36.40	37.31	38.24	39.19	40.17	41.17	42.19	43.20	44.28		
Local 307	113	Solids Program Coordinator	30.48	31.25	32.03	32.84	33.65	34.50	35.35	36.24	37.15		
Local 307	111	Technical Services Analyst	28.07	28.80	29.52	30.24	31.00	31.77	32.57	33.36	34.23		
Local 307	121	Traffic Control Technician	23.64	24.22	24.81	25.43	26.07	26.73	27.38	28.06	28.79		
Local 307	113	Wastewater Maint Leadworker	30.48	31.25	32.03	32.84	33.65	34.50	35.35	36.24	37.15		
Local 307	106	Wastewater Maintenance Tech I	22.10	22.65	23.21	23.77	24.35	24.96	25.59	26.23	26.88		
Local 307	111	Wastewater Maintenance Tech II	28.07	28.80	29.52	30.24	31.00	31.77	32.57	33.36	34.23		
Local 307	113	Wastewater Operations Ldwkr	30.48	31.25	32.03	32.84	33.65	34.50	35.35	36.24	37.15		
Local 307	106	Wastewater Operator I	22.10	22.65	23.21	23.77	24.35	24.96	25.59	26.23	26.88		
Local 307	110	Wastewater Operator II	26.87	27.54	28.26	28.95	29.68	30.41	31.19	31.96	32.77		
Local 307	111	Wastewater Operator III	28.07	28.80	29.52	30.24	31.00	31.77	32.57	33.36	34.23		

**APPENDIX A**  
**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 (2) representatives from each bargaining unit (including representation from their respective Union 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 Representative and one (1) 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:

1. The Committee shall research and make decisions about the plan design, coverage and tiers, excluding eligibility, of medical, vision and dental insurances provided to employees.
2. The Committee will be responsible to ensure plan design encompasses federal and state laws.
3. Any modifications under number 1 and number 2 outlined herein, 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.
4. The Committee will not determine services and plan design of any near-site or on-site clinic. The County will present recommended services and plan design to the Healthcare Committee for input to presenting a final recommendation. The parties will bargain any impacts on the budget.

5. The Committee will take into consideration, research and make decisions about plan design in order to try to avoid any cost associated with the Affordable Care Act (ACA) tax or charge. In the event the healthcare committee decisions do not avoid the ACA tax or charge, this cost will be borne by the employees and the parties agree to reopen no later than June 30, 2021 to bargain the implementation.
6. A High Deductible Health Plan (HDHP) with a Health Savings Account (HSA) will be included as an additional option, along with an HMO plan and a non-HMO plan. The particular design elements of the plan will be the responsibility of the Committee.
7. 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.
8. 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.
9. As the last item on its agenda, the Committee shall draft and publish an update of the meeting.
10. Departments within the County will promptly provide all requested information about insurance that is in the possession of the Departments.
11. 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. The per employee per month composite budget will be fourteen hundred and twenty dollars (\$1420.00).

- Employees will be responsible for contributing seven (7%) of the composite cost each year; and if costs exceed the composite budget and 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 September 1<sup>st</sup>, the Mediator shall direct a solution no later than October 1<sup>st</sup>. 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:

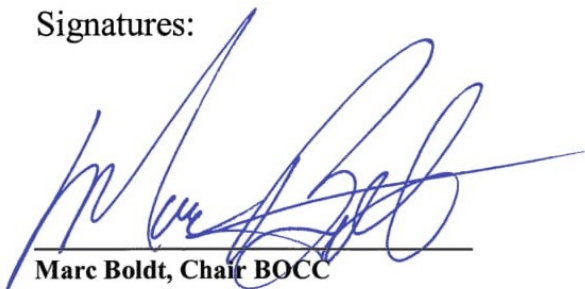
Clark County fifty percent (50%); the remaining fees shall be divided equally among the participating units.

The County shall conduct a full evaluation of the Healthcare Committee, including but not limited to, process, charter, effectiveness, etc. The study/documentation shall be shared with the Union Representatives throughout the process on a monthly basis. Should the evaluation show the need to amend the processes, conditions of the Charter, or any other condition contained within this Memorandum of Understanding, the parties agree to open this memorandum and bargain those changes.

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, 2021.

Signatures:



**Marc Boldt, Chair BOCC**  
**Clark County Washington**



**Larry Clark, Staff Representative**  
**AFSCME Local 307CO**



**Kathleen Otto, Human Resources Director**  
**Clark County Washington**

#### **SIGNATORY HEALTH CARE COMMITTEE PARTICIPANTS:**

LIUNA Local 335 – PTE Local 17 – AFSCME Local 307 – ILWU Local 8 – CRESA –  
IAM Local 1432 – IT Guild – Juvenile Guild – Sheriff's Guild

**APPENDIX B**  
**HOMOGENEOUS CLASSIFICATION TABLE**

Permit Technician, Lead
Permit Technician
Permit Technician, Assistant

Building Inspector, Lead
Building Inspector III
Building Inspector II
Building Inspector I

Plans Examiner, Leadworker
Plans Examiner, Senior
Plans Examiner

Planner III
Planner II
Planner I

Planning Technician II
Planning Technician I

Assistant Fire Marshal
Deputy Fire Marshal, Senior
Deputy Fire Marshal
Fire Inspector II
Fire Inspector I

Senior Office Assistant
Office Assistant III
Office Assistant II
Office Assistant I

Natural Resources Specialist III
Natural Resources Specialist II
Natural Resources Specialist I

Department Information Systems Coordinator II
Department Information Systems Coordinator I

Grounds Maintenance Crew Chief
Parks & Vegetation Specialist
Grounds Maintenance Specialist
Grounds Maintenance Worker

Highway Maintenance Crew Chief
Heavy Equipment Operator
Highway Maintenance Specialist
Highway Maintenance Worker

Wastewater Maintenance Leadworker
Wastewater Maintenance Tech II
Wastewater Maintenance Tech I

Wastewater Operations Leadworker
Wastewater Operator III
Wastewater Operator II
Wastewater Operator I

**APPENDIX C**  
**MEMORANDUM OF UNDERSTANDING**  
**BETWEEN**  
**CLARK COUNTY WASHINGTON**  
**AND THE**  
**COALITION OF UNIONS**  
**OPEIU LOCAL 11; PTE LOCAL 17; LIUNA LOCAL 335; AND AFSCME LOCAL 307**

This Memorandum of Understand is entered into between Clark County Washington and the Coalition of Unions (OPEIU Local 11 – PTE Local 17 – AFSCME Local 307 – LIUNA Local 335) as listed above, to allow proper communications between the parties regarding Paid Time Off (PTO) and in accordance with Article 12 within the Collective Bargaining Agreement.

It is mutually agreed by all parties that the Paid Time Off (PTO) Program will no longer be available. All members currently in the PTO program will have their PTO converted to vacation hours and their Sick Leave Reserve hours converted to Sick Leave by December 31, 2018 and that the provision for this leave shall be as follows until such date.

The PTO leave plan applies to full-time and part-time employees who are regular, hired prior to the ratification of this Agreement, and recognized in Article 1 in this Agreement.

**New Employees.** All employees hired, rehired or reinstated after ratification of this Agreement, shall not have the option of selecting the Paid Time Off (PTO) program.

No accrual shall occur during an unpaid leave and PTO accrual will be prorated based on the number of hours in paid status. Regular part-time employees shall accrue PTO on a pro rata basis. Leave cannot be used until accrued, and must be available in the employees account before available for use; hours accrued in a pay period cannot be used in the same pay period.

**Accrual Leave Schedule.** PTO is accrued based on years of service using the adjusted accrual date at the following rates: *Hours are accrued on a pay period basis.*



### Full-time employees

Completed Years of Service	Monthly Accrual	Hours Per Year	Days Per Year (Based on an 8 hour day)	Maximum Accumulation *(Hours)	Maximum Payout
Start	11.333	136	17	136	136
Year 1	13.33	160	20	320	208
Year 4	15.333	184	23	368	256
Year 10	17.333	208	26	416	304
Year 15	19.333	232	29	464	352
Year 20	21.333	256	32	512	400
Year 25	23.333	280	35	560	448

*Actual accruals will be calculated by the HR/Payroll system, and will be subject to rounding and payroll timing.*

\*The “Maximum Accumulation” will not be paid out beyond the limit stated under the “Maximum Payout” column.

Scheduling of PTO or SLR shall be in accordance with Article 12, Article 14 and Article 15 in this Agreement.

**Accruals.** Employees accrue PTO while in paid status (until December 31, 2018), whether working or receiving PTO time or other leave such as holidays. Part-time employees accrue PTO on a pro-rated basis (until December 31, 2018) based on their FTE or work schedule if working a reduced schedule temporarily. Non-exempt employees will receive a pro-rated accrual if they are in a paid status less than eighty percent (80%) of their regular schedule. Accruals do not occur during an unpaid leave or for hours worked beyond the employee’s regular full-time schedule.

Leave cannot be used until accrued, and must be available in the employee’s account before available for use; hours accrued in a pay period cannot be used in the same pay period.

Employees under the PTO leave system will not be entitled to use PTO leave until the completion of six (6) months of service; except for sick leave purposes. An exception may be granted for vacation purposes by the Department Head or Elected Official.

Service credit for PTO accrual purposes shall be based upon the adjusted accrual date with Clark County.

**Maximum Accumulation.** Employees may accumulate accrued PTO leave up to the maximum defined under the PTO leave schedule. Accruals cease upon reaching the maximum accumulation. It is each employees’ responsibility to monitor his/her PTO leave plan balance.

**Scheduling and Use of Paid Time Off (PTO) Hours.** Leave requests must be approved through procedures established by the Department Head or Elected Official. Generally, prior written approval will be expected for anticipated absences such as vacation or scheduled medical or dental appointments. Verbal approval may be allowed at the Department Head's or Elected Official's discretion. PTO shall be charged in increments of one-quarter (0.25) hour, rounding to the nearest quarter hour.

If a holiday recognized under the holiday policy falls on a work day during an approved paid leave, the holiday will not count against the employee's leave bank if the employee would otherwise be eligible for the holiday.

Blackout dates for vacation scheduling will be permitted for unusual departmental situations. In such circumstances the department will first meet with the Union through the labor management committee and the Union will have input on the proposed black out schedule.

**Leave Donation.** Employees may donate PTO to the sick leave account of another employee for the employee or for a covered family member suffering from an extended serious illness or injury as provided for by County policy. Leave amounts shall be calculated based on the donor's hourly rate and credited to the receiving employee based on his/her hourly rate. The County shall, in its sole discretion, determine the eligibility of the employee or covered family member to receive donations and the means for apportionment of donated leave. Such determination shall be based on the severity of the illness or injury, length of service and the employee's performance and attendance record.

Employees may donate from their accrued PTO leave bank up to a maximum of eighty (80) hours in a twelve (12) month period.

**Pay out at Separation.** Upon separation from County employment, employees with more than six (6) months of service shall be paid for all accrued and unused PTO leave plan hours up to the "Maximum Payout" schedule at his or her final base hourly rate of pay, excluding shift differential or other premium pay.

Employees who transfer from one County department to another are not regarded as having separated from employment and are not entitled to be paid for the accrued leave as a result of the transfer.

Be it further agreed this memorandum shall be pursuant to the terms and conditions of Article 21 Grievance Procedure within the Collective Bargaining Agreement should there be any dispute regarding the interpretation and/or application of this MOU.

This Memorandum of Understanding shall sunset on December 31, 2018 and shall no longer be in effect.

**APPENDIX D**  
**MEMORANDUM OF UNDERSTANDING**  
**BETWEEN**  
**CLARK COUNTY WASHINGTON**  
**AND THE**  
**COALITION OF UNIONS OPEIU LOCAL 11; PTE LOCAL 17; LIUNA LOCAL 335;**  
**AND AFSCME LOCAL 307**

This Memorandum of Understanding is entered into between Clark County Washington and the Coalition of Unions (OPEIU Local 11 – PTE Local 17 – AFSCME Local 307 – LIUNA Local 335) with the intent to allow proper communication between the parties listed above and in accordance with Article 11/Compensation within the Collective Bargaining Agreement.

It is mutually agreed by all parties effective upon ratification of this Agreement and for the duration of this Agreement the County agrees to a non-precedent setting “me too” clause; in that in the event that any other bargaining unit or non-bargaining unit employee receives a salary adjustments approved by the County Council (be it a percentage increase, general cost of living increase, or flat dollar amount) given to any bargaining unit or non-bargaining unit employees; that is above the agreed upon increases defined in Article 11 to this Agreement, the same shall be provided to all bargaining unit employees as well.

Be it further agreed that this provision does not apply to binding interest arbitration agreements and does not apply to market adjustments for specific classifications or reclassifications for positions.

This Memorandum of Understanding shall be pursuant to the terms of Article 21 Grievance Procedure should there be any dispute regarding the interpretation and/or application.