

# **AGREEMENT**

between

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

and

**CLARK COUNTY  
SHERIFF'S OFFICE SUPPORT GUILD**



**January 1, 2013 – December 31, 2015**

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## ARTICLE 1. RECOGNITION

**1.1 Parties.** This Agreement is between Clark County, Washington and the Clark County Sheriff's Office, hereinafter referred to as the County, and the Clark County Sheriff's Support Guild, for purposes of setting forth the mutual understanding of the parties regarding wages, hours, and conditions of employment of those employees for whom the County has recognized the Guild as the exclusive collective bargaining representative.

**1.2 Exclusive Representative.** The County hereby recognizes the Guild as the exclusive bargaining representative for the purposes stated in 41.56 RCW of all non-sworn Sheriff's Office regular full-time and regular part-time employees within the classifications as set forth in **Exhibit A**. For the purposes of recognition, "regular" employees include those occupying budgeted positions and working a regular schedule of more than 1,040 hours in any calendar year. This Agreement shall exclude all elected, confidential and temporary and part-time (less than 1040 hours per year) employees (to include project employees who have a fixed employment period not to exceed twelve [12] months).

## **ARTICLE 2. NON DISCRIMINATION**

**2.1** The County and the Guild agree that they will not discriminate against any employee by reason of race, age, color, gender, 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 county statutes, ordinances, rules or regulations.

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

### ARTICLE 3. GUILD RIGHTS AND SECURITY

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

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

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

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

**3.5 New Hires.** The County agrees to provide the Guild with written notification within thirty (30) calendar days of new hires and separations from the bargaining unit in a fashion mutually acceptable to the parties. A meeting with the Guild officer shall be included as part of new employee orientation.

**3.6 Printing and Distribution.** The County shall provide copies of the Agreement to the Guild for distribution to represented employees. The County shall provide copies to new hires. The Agreement will be made available to the membership either electronically or on CD. Members may print the Agreement at their worksite.

## ARTICLE 4. MANAGEMENT RIGHTS

**4.1 Rights Reserved.** The management of the County and the direction of the work force is vested exclusively in the employer subject to the terms of this Agreement. The parties agree that existing established past practices not covered by this Agreement on mandatory subjects of bargaining shall be altered only with agreement of the parties. This Article does not restrict the right of an employee to use the grievance procedure set forth in Article 21.

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

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

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

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

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

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

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

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

**4.3 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 Guild and its officers.

**4.3.1** The parties shall adhere to the Memorandum of Agreement by and between the County and the Guild dated December 18th, 2006, and incorporated herein as **Exhibit F**.

## ARTICLE 5. GUILD REPRESENTATIVES AND ACTIVITIES

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

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

**5.3 Bulletin Boards.** The Sheriff's Office shall provide the Guild with bulletin boards at reasonable locations for its use in communicating to members.

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

**5.4.1** Guild officers shall request permission from their immediate supervisor 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** Guild officers shall be allowed one hour of release time preceding or following meetings with the County for preparation/debriefing activities.

**5.4.3** Release time, excluding the time in Section 5.5 et seq., shall be reported for on a regular basis to the County by the use of "UNR" on the employee time sheet.

**5.5 Guild Business Leave** Guild officers shall be allowed a collective total of one hundred and twelve (112) hours per year, to attend conferences, seminars, training, and/or conventions related to the bargaining unit. Guild leave pursuant to this Section only, shall be accounted for on a regular basis to the County by use of "UNB" on the employee time sheet.

**5.5.1** Guild officers requesting unpaid leave pursuant to this Section shall submit a written request for such leave to the Chief Deputy as far in advance as practicable. Approval of such leaves shall be at the discretion of the Chief Deputy.

**5.6 Cooperative Labor Relations.** The members of the Sheriff's Office and the Guild Labor Relations Teams will each host a one-half (1/2) day labor relations training seminar during the contract cycle with pay. The subject of the seminar shall be determined jointly by the parties at least sixty (60) days prior to the seminar during a labor relations team meeting. The first seminar shall be coordinated by the Sheriff's Office during the first half of the contract cycle. The Guild shall coordinate the second training during the second half of the contract cycle.

**5.7** The County and the Guild agree to create an open communication procedure for the purpose of mutual problem-solving, planning and initiating discussions regarding matters of general concern to

employees of the Sheriff's Office as opposed to grievances. The work of the parties under the communications procedure shall in no way add to, subtract from, alter or amend the labor agreement unless such agreement is reduced to writing and signed by authorized representatives of the Guild, the Sheriff's Office, and the County. Settlement of formal grievances shall likewise be accomplished in writing and signed by authorized representative of the Guild, the Sheriff and the County. Either the Guild or the County may initiate discussions on subjects of a general nature affecting the employees of the Sheriff's Office. The coordinators of the communications procedure will be the Guild President (or his/her designee) and the Sheriff or his/her designee.

**5.8** The Branch Chief, and the Sheriff's HR Manager, should meet at least bi-monthly with the Guild's Executive Board. The labor/management meetings are identified as Labor Relation Teams or LRT. The purpose of these meetings is to promote labor/management cooperation, and to permit open and candid discussion related to labor issues. Meeting dates shall be arranged annually. Meeting dates will be chosen in December of the preceding year for the following year. An agenda of matters to be discussed at the meeting shall be presented within a reasonable time prior to the meeting date. Cancellation and rescheduling of meeting shall be solely by mutual agreement of the parties.

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

**6.1** During the life and for the duration of this Agreement, the Guild, its agents, officers and representatives, and bargaining unit members shall not engage in, acquiesce in, or encourage any strike, slowdown, primary picketing, 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 Guild will immediately notify all Guild agents, officers, representatives, and bargaining unit members engaging in such activity to cease and desist, and the Guild shall publicly declare by letter to the Board of County Commissioners and the Human Resources Department that such activity is in violation of this Agreement and is unauthorized. In the event the Guild fails to fully and faithfully discharge its duties under this Article, the County shall be entitled to recover its losses incurred as a result of activity in violation of this Article. In the event of a lockout in violation of this Article, affected employees shall be entitled to be made whole for any wages, benefits and rights lost as a result of such lockout. Any employee engaging in any activity in violation of this Article may be subject to immediate disciplinary action or discharge and the only matter related to such action which may be subject to appeal is the question of whether or not the employee engaged in such activity.

## **ARTICLE 7. 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** Employees in certain work-out-of-classification assignments may be eligible for additional compensation as provided by Article 11.9.

**7.1.2** 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 be by mutual consent of the employee and the manager and 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.

**7.1.3** Alternate staffing is defined as the budgeting of a position at more than one 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.

**7.1.4** The following classifications have been established as alternately staffed in selected positions: Sheriff's Support Specialist II/III. Additional classifications may be established as alternately staffed by written, mutual agreement.

### **7.2 Reclassification and Job Classification Descriptions.**

**7.2.1** Job classifications shall be defined by the current job classification description for each of the job classification titles covered by this Agreement. The County may revise and update job classification descriptions to reflect current duties and qualifications for each of the job classification titles. The Guild shall be provided written notice of any substantial<sup>1</sup> change(s). Within fourteen (14) calendar days of written notice from the County, the Guild shall demand to bargain, in writing, the effects of the change(s). If the Guild does not respond, in writing, within the fourteen (14) calendar days, the Guild waives its right to bargain over the change(s).

**7.2.2** Employees who believe they are misclassified or have been assigned work outside of their current job classification description must submit documentation of said changes which may include factual job data to support the employee's position, to the Classification Review Committee (CRC) as soon as practicable, but not less than ten (10) working days prior to the next quarterly meeting. The CRC shall meet quarterly, as needed, to review the information provided, call the employee and/or the immediate supervisor for questioning as appropriate, and make a determination regarding the merits of request(s). The CRC's findings could include but are not limited to, lacking substantial merit to warrant a study - declined; possibility of merit - forward for further review to the Human Resource Department; probability of merit - forward for further review to the Human Resource Department, with or without a recommendation regarding appropriate classification placement. The CRC's findings shall be provided, in writing, to the affected employee. The Human Resources Department, upon receiving the information forwarded from the CRC, will notify the employee, in writing, within sixty (60) days as to

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<sup>1</sup> Beyond de minimus

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 (7th) month following receipt of the official request by the Human Resources Department, if the study has not been completed within six (6) months.

**7.2.2.a** The CRC shall be comprised of four (4) members, two (2) representing management and two (2) representing the Guild. The specific make up of the board shall be as follows: (1) the Sheriff or his/her designee shall be appointed to the board for an initial two-year term, (2) a middle manager shall be appointed to the board for an initial three-year term, (3) an e-board member shall be appointed to the board for an initial two-year term and (4) an e-board member shall be appointed to the board for an initial three-year term.

**7.2.2.b** Initial terms as noted above in Subsection 7.2.2.a, shall be set for two (2) and three (3) year lengths in order to stagger rotation. All future appointments shall be for two (2) year terms; however, individuals may be re-appointed at the end of their term.

**7.2.2.c** Alternates shall be designated for each of the board members. It is the intent of this Section to ensure that immediate supervisors do not serve as members of the CRC for classification reviews of their employees' positions.

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

**7.2.3.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;

**7.2.3.b** The incumbent has occupied the position and has performed substantially all the duties of the new classification for six (6) months and;

**7.2.3.c** The incumbent meets all of the published minimum requirements of the new classification.

**7.2.4** If the requirements of Section 7.2.3 are not met the employee with mutual agreement from the Sheriff or his/her designee, may choose, if within twelve (12) months of achieving the required criteria<sup>2</sup> for the higher level classification, to 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 agreed to, the employee shall receive full bumping and layoff rights as defined by Article 20.

**7.2.4.a** Seniority, as it applies to underfills, shall include the time served in the underfill toward seniority for either the higher level classification, should the employee compete and gain the promotion, or toward the employee's original classification should the employee move laterally or to a lower level position pursuant to Article 17.

**7.2.4.b** Upon making an underfill assignment, the supervisor and employee will, within thirty (30) calendar days, mutually agree to a training plan. The written plan shall include milestones for success in the higher level position and recommended training courses to assist

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<sup>2</sup> Criteria as defined by the job classification description

the employee in achieving those milestones. A request for training shall then be forwarded to the Training Unit to be evaluated based upon standard training protocol and GO # 2.26.

### **7.3 Salaries for New/Revised Classifications.**

**7.3.1** When a new job classification description is required or a substantial<sup>3</sup> change is made to an existing job classification description in the area of an "upward" change in responsibilities or qualifications the County will develop/revise the job classification description, proposed salary and proposed bargaining unit assignment. The salary range for the new/revise job classification description shall be established following County procedures so that the salary of the new class is equitable in comparison to existing bargaining unit classes. The Guild shall be provided written notice of the allocation and afforded the opportunity to negotiate as to the salary, bargaining unit allocation, and any other mandatory subjects of bargaining. Within fourteen (14) calendar days of written notice from the County, the Guild shall demand to bargain, in writing, the effects of the change(s). If the Guild does not respond, in writing, within the fourteen (14) calendar days, the Guild waives its right to bargain over the change(s). The County may implement the proposed salary pending negotiations. If the parties agree to a change to the salary/job classification description, the change shall be retroactive to the County's original approval date.

**7.3.2** It is agreed that the duties and responsibilities assigned to a new/revise job classification are a permissive subject, except when the new/revise change causes a substantial<sup>4</sup> change in an existing bargaining unit classification.

**7.4 Training.** Internal trainees shall be any new hire or Sheriff's office staff who laterally moves or promotes into new positions. The length of "trainee status" shall be determined on a case-by-case basis by management upon review of the individual's knowledge, skills and abilities. Management reserves the right to continue trainee status up to a maximum of twelve (12) months.

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<sup>3</sup> Beyond de minimus

<sup>4</sup> Beyond de minimus

## ARTICLE 8. FILLING OF VACANCIES

**8.1 Vacancies and Posting.** Except as otherwise provided herein, vacancies shall be filled as soon as practical, but at the discretion of the Sheriff and/or his/her designee. The Sheriff's Office agrees to provide job postings to the Guild for review four (4) days prior to posting and agrees to post job vacancies within the Guild for a minimum of fourteen (14) calendar days. The Sheriff and/or his/her designee may simultaneously post positions internally and externally. The parties agree that all due consideration be given to internal candidates.

**8.2 Classification Recruitments.** Recruitments may be conducted on a position-by-position basis or on a classification basis. Classification recruitments shall clearly specify that the recruitment may be used to fill future vacant positions. When a recruitment is conducted on a classification basis, the pool of qualified candidates may be used to fill multiple current and future vacancies within a classification for up to twelve (12) months from the date of certification by the Civil Service Commission for external postings and for up to twenty-four (24) months for internal/promotional postings. Pursuant to Civil Service Rules 9.09.b, eligibility lists may be extended for a maximum of six (6) additional months upon request by the Sheriff or his/her designee. 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. Guild employee-candidates who are selected for a position shall have no more than five (5) business days to either accept or decline the position.

### **8.3 Promotional Opportunities.**

**8.3.1** In the judgment of the Human Resources Department, and with the concurrence of the Sheriff or his/her designee, promotional recruitments may be further restricted as follows:

**8.3.1.a** To employees of a particular bargaining unit where it is reasonable to conclude that only such employees are qualified for the position.

**8.3.1.b** To employees of particular job classifications and/or work units when a new position results from reclassification of a position in that classification or work unit and upon a showing that special training and knowledge gained within a work unit or job family is essential to the proper filling of the vacancy.

**8.4 Alternative to Competitive Recruitment Process.** As an alternative to the competitive recruitment process for a job classification, the Sheriff or his/her designee may fill a vacancy by any of the following means:

**8.4.1 Transfer.** Transfer of an employee from a position for which the employee requested transfer, in the same classification or a lateral classification may occur when the employee meets the qualifications for the position. Transferred employees shall be placed at the same step in the new range. Positions within the classification of Sheriff's Support Specialist II will not necessarily be filled through transfer. The decision to open any vacancies for transfer will be made, at the sole discretion of the Sheriff or his/her designee, following a review of the job interest list.

**8.4.2 Voluntary Demotion.** Voluntary demotion of an employee from a higher classification when an employee meets the qualifications for the new job classification. A voluntarily demoted employee added to the Department and/or placed in a new job classification in this fashion shall be placed at the highest step in the new range that does not exceed his/her 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.

**8.4.3 Reinstatement.** Reinstatement of a former employee who attained regular status in the job classification, left County service in good standing and returns within twenty-four (24) months of separation. Reinstated employees shall be placed at the step number and not necessarily salary level previously attained prior to separation. Time served at the former step shall be applied toward eligibility for the next step increase. Additionally, if a vacancy exists, and with the approval of the Sheriff or his designee, reinstatements may be made to a lower job classification for which the employee has attained regular status and which is in the same career ladder/series as the last position held.

**8.4.4 Transfer or Non-disciplinary Demotion.** Transfer or non-disciplinary demotion of an employee when he/she has a qualifying disability under the ADA or state law and meets the qualifications for the new job classification. A transferred or non-disciplinarily demoted employee shall be placed at the highest step in the new range that does not exceed his/her 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.

**8.4.5 Absorption of Functions and Staff.** Absorption of an employee as a result of the Sheriff's Office absorbing the function, which that employee performs. An employee added to the Department in this manner shall be placed at the highest step in the new range that does not exceed his/her 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.

**8.4.6 No Eligibility List.** When there is no current eligibility list for a job classification the County's Human Resources Department, in conjunction with the Sheriff or his/her designee, may authorize the use of an alternative list, and provided that the qualifications and examination used to develop the alternative list adequately addresses the requirements of the job classification. This procedure may only be used for appointment to a lower or lateral job classification.

**8.4.7 Reclassification.** Appointment of an employee to a position that has been reclassified (upwards, downwards or laterally), when the criteria required to be continued in the position is met, as provided by Article 7.2.

**8.4.8 Job Sharing.** Appointment of an employee to a job sharing arrangement, when the requirements of job share, as provided by this Agreement, are met.

**8.4.9 Recall.** Appointment of an employee to a vacant position when the employee is recalled from an active layoff list.

**8.5 Project Employees.** The appointment of project employees for limited-duration projects for up to eighteen (18) months on a full-time basis. Project employees shall receive full benefits but shall otherwise be excluded from the provisions of this Agreement and shall not be entitled to bump or displace covered employees when laid off at the conclusion of the project.

**8.6 Use of Alternative Workers and Non-Bargaining Unit Personnel.** The County may, in its discretion, make use of various alternative workers for rehabilitative, societal or other purposes including volunteers, offenders, youth programs, interns, senior citizens, and the disabled. The County may assign tasks to personnel from other bargaining units and non-represented employees provided such activity does

not result in the layoff of bargaining unit employees or a reduction in the number of bargaining unit positions.

**8.7 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 for up to 1,560 hours with advance approval of the County Administrator and notice to the Guild, or for up to 2,080 hours upon mutual agreement of the Guild and the County. The County will notify the Guild quarterly of the number and identity, date of hire, classification & department of temporary employees.

**8.8** The County agrees to provide reasonable written notice to the Guild when the County desires to utilize Project Employees, Alternative Workers, Non-Bargaining Unit Personnel, and Temporaries to perform Guild work.

## ARTICLE 9. WORK SCHEDULES, DAYS AND HOURS

### 9.1 Employee Work Schedules.

9.1.1 Work schedules shall be one of the following:

9.1.1.a Five (5) consecutive days of eight (8) consecutive hours, excluding lunch periods, followed by two (2) consecutive days off.

9.1.1.b Four (4) consecutive days of ten (10) hours, excluding lunch periods, followed by three (3) consecutive days off.

Unit/Assignment	24-7 Coverage	Mandatory Holiday Work	Length of Meal Period
Records	Y	Y	30 Minutes
Property & Evidence	N <sup>5</sup>	N	30 Minutes / 1 Hour
Food Services	Y	Y	30 Minutes
Reception	N <sup>5</sup>	N <sup>6</sup>	30 Minutes / 1 Hour
Jail Industries	N <sup>5</sup>	Y	30 Minutes
Other Units	N <sup>5</sup>	N	30 Minutes / 1 Hour

9.1.1.c All schedules shall consist of consecutive days on followed by consecutive days off unless expressly agreed otherwise by the Guild and the Sheriff's Office.

9.1.1.d For units required to have mandatory holiday coverage, staffing minimums for the holidays shall be determined at the unit level. For units not normally required to have mandatory holiday coverage, the Sheriff's Office may, at its discretion, require those units to remain open with minimum staffing coverage.

### 9.1.2 Employee Work Hours.

Employees who hold bid positions shall bid in accordance with current unit level practices. Management retains the right to move employees from their bid positions for reasons of formal corrective action processes and/or to maintain a balance of senior and junior staff.

9.1.2.a Junior staff shall be defined as staff with less than one (1) full year in a classification.

9.1.2.b Balance of senior and junior staff shall be defined as no less than one-third (1/3) of total staff senior employees in an applicable classification per location and shift.

<sup>5</sup> Although these units do not currently provide weekend coverage, there is a likelihood that coverage may be expanded during the term of this Agreement.

<sup>6</sup> Although Reception is not a mandatory holiday unit, the jail visitation staff attached to the unit shall have mandatory holiday coverage.

**9.1.2.c** Vacancies which occur, within a unit, after the bidding cycle has been completed shall be filled consistent with the Red Box procedures for the Support Guild. Upon a new hires' release from Trainee status, vacancies shall be back-filled by a one-time bid or as operational needs of the Branch dictate. If two or more new hires are released to fill vacancies simultaneously, then a bid by hiring seniority shall take place to fill vacancies identified by management.

**9.1.2.d** Trainees shall not shift bid until they are fully released from the FTO program. Employees who are in a Field Training Status and expected to successfully complete their training before the annual bid schedule is implemented will be allowed to participate in the annual shift bid.

**9.1.3** Employees may trade one (1) or more shifts during a work week provided such trades comply with the following:

**9.1.3.a** Advance approval is requested and gained, in writing, from the affected supervisors. Should a shift trade be required as a result of an unforeseen situation, and the immediate supervisor(s) are unavailable, approval will be sought from management.

**9.1.3.b** That such trade can be accomplished with no additional cost to the County.

**9.1.3.c** That it would not interfere with the operations of the County.

**9.2 Workday.** The workday shall be the period of twenty-four (24) consecutive hours commencing with the employee's scheduled start time on each scheduled day of work.

### **9.3 Alternative Schedules and Changes.**

**9.3.1** 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 Guild and the County. No work schedule is permitted which would result in the payment of overtime for hours worked during the regular work shift.

**9.3.2** Except in cases of emergency or other unavoidable circumstances beyond the County's control, written notice of permanent changes in an employee's work schedule shall be posted and given to the affected employee at least ten (10) calendar days in advance of their effective date of the change. Permanent schedule changes made in non-emergency situations with less than ten (10) calendar days' written notice shall result in the payment of overtime for all work hours outside of the normal shift until the ten (10) calendar days written notice period has elapsed.

**9.3.3** Except in cases of emergency, written notice of temporary changes in an employee's work schedule shall be posted and given to the affected employee at least seventy-two (72) hours in advance of the effective date of the change. Such changes will be made consistent with the Red Box procedures. Temporary schedule changes, made in non-emergency situations, with less than seventy-two (72) hours written notice, or in excess of four (4) weeks, without a written extension agreement, shall result in the payment of overtime for all work hours outside the normal shift until the seventy-two (72) hour written notice period has elapsed, or appropriate written notice for a permanent schedule change has been given and elapsed.

**9.3.4** When permanent or temporary schedule changes cause a reduction of days worked in a normal pay period, the manager and supervisor will work together to attempt to minimize any potential time loss. The affected employee may utilize one or more of the following options to equalize their pay for the period: bridge the period with the use of PDO, compensatory time or PSA time; perform voluntary overtime work during the period, to be arranged through the Manager or designee or accept an overtime assignment (posted to meet minimums) during the period. Please note that if an employee using overtime to equalize their pay for the period arranged for voluntary overtime work and then later receives an overtime assignment, the voluntary overtime duty may be cancelled at management's discretion. Voluntary overtime arrangements shall not be greater than the equivalent loss of time during the pay period. For instance, if an employee worked eight (8) hours/one day less than anticipated due to a mandatory schedule change, he/she may then request to work up to six (6) hours of voluntary overtime (equivalent to 9 hours of straight time) to bridge the loss in work hours for the period.

#### **9.4 Meals and Breaks.**

**9.4.1** All employees shall have one (1) unpaid meal period at the approximate midpoint of each work shift of five (5) hours or more, in accordance with the matrix in Section 9.1.1.b, and two (2) paid rest periods of fifteen (15) minutes each, one (1) in each half of a full-time shift. If shift extends beyond ten (10) hours, an additional unpaid meal period shall be granted. Employees may not combine their meal period and rest period(s) unless pre-authorized by a supervisor. Employees may not forego a meal period to curtail the length of their working day.

**9.4.2** Employees who work during their meal period without supervisor authorization shall be paid for the time worked at time and one-half (1½) and may be subject to discipline.

**9.4.3** Breaks are mandatory; supervisors will assure that breaks are scheduled.

#### **9.5 Job Sharing.**

**9.5.1** Participation in job sharing shall be on a voluntary basis only. The employees involved shall make the request for job sharing in writing and submit to the Sheriff's Office – HR. Approval for job-share is determined by the Sheriff or Chief, Sheriff's Office HR Manager and the Human Resources Director and Benefits Manager. 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.

**9.5.2** Persons involved in job sharing shall accrue PDO, Holiday Leave and Sick Leave based on their FTE and hours worked pursuant to Article 12 and 13 of this Collective Bargaining Agreement.

**9.5.3** The rates of pay shall be consistent in use and practice with Article 11 of this Collective Bargaining Agreement.

**9.5.4** Health and Welfare benefits shall be provided in accordance with Article 15 of this Collective Bargaining Agreement.

**9.5.5** Seniority for step increases and layoff will be based on the seniority of each of the Job Sharers individually.

**9.5.6** Each job share employee will accrue individual seniority based on their FTE and years of service.

**9.5.7** If either employee in a job share program separates from service with the County, the remaining job share partner shall assume full-time duties until a suitable job share replacement can be found. If no such job share replacement is available, the job share arrangement shall be canceled. If the job share arrangement is terminated and there is no agreement regarding which job share partner 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. However, in no event will the position(s) of employee(s) not participating in the job share agreement be jeopardized by the termination of the job share agreement.

**9.5.8** The normal duration of a job share agreement shall be one (1) year, with an annual option to renew. However, job shares may be canceled at any time at the discretion of the Sheriff or his/her designee, with not less than thirty (30) days written notice to the Guild and the affected employees, or by mutual written agreement of all parties.

**9.5.9 Job Share Application Procedure.** Job Share Application Procedure shall be in accordance with the Human Resources Policy No. 6.3 (Job Sharing) regarding Job Shares.

**9.5.9.a** Upon receipt of the request, the Department Head/Elected Official and Human Resources will evaluate the proposal and respond in writing 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 Benefits Manager and the Guild.

## ARTICLE 10. OVERTIME

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

**10.2 Compensation for Overtime.** Employees normally shall be compensated at one and one-half (1½) times their regular (as defined in Article 11.2.2) rate of pay for hours worked in excess of forty (40) hours in a week or in excess of their eight (8), nine (9) or ten (10) hour daily shift. The calculation of time worked for overtime purposes shall include holidays, PDO, sick leave and compensatory time used. Overtime will be paid to the nearest quarter hour.

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

**10.4** Unless an emergency exists or circumstances cause it to be unreasonable, all overtime must be authorized by the employee's Branch Chief or his/her designee prior to being worked. Unauthorized overtime may result in employee discipline.

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

**10.5.1** Unscheduled callback, regular work day: Two (2) hours at the straight time rate, plus time actually worked at time and one half (1½)

**10.5.2** Unscheduled callback, on scheduled day off: Three (3) hours at the straight time rate, plus time actually worked at time and one half (1½)

**10.5.3** Scheduled callback, regular work day, with at least twenty-four (24) hours' notice: Time and one half on hours worked, no minimum hours, otherwise pursuant to Section 10.5.5.a.

**10.5.4** Scheduled callback, scheduled day off, with at least twenty-four (24) hours' notice: Minimum of two hours at time and one-half, otherwise pursuant to Section 10.5.5.b.

**10.5.5** For the purposes of interpreting this Section, no voluntary overtime, offered/accepted from the overtime list, shall be considered a callback. The following definitions apply to callback time:

**10.5.5.a** An unscheduled callback is defined as a requirement to return to work from off-duty or off-premises status with less than twenty-four (24) 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 (24 hours) is given. All other overtime and call-ins are considered scheduled.

**10.5.5.b** Regular work day callbacks are those which occur during the normal workweek – “between” the employees regularly scheduled workdays.

**10.5.5.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 day of the next work week. For example, for a Monday-Friday, 8-5 employee, the qualifying period would be from midnight Friday to 8:00 AM Monday.

**10.5.5.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.

**10.5.5.e** Scheduled day off shall be defined as pre-approved PDO or compensatory time as well as regularly scheduled days off.

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

**10.7 Standby.** There shall be no standby duty.

**10.8 Holiday Work.** Employees who work on a holiday (12:00 AM to 11:59 PM on the date of the holiday) shall be paid at the time and one-half rate (1½) in accordance with Article 12.10.

## ARTICLE 11. COMPENSATION

**11.1 Salary Schedule.** Except as otherwise provided by this Agreement or its appendices, the salary schedules for employees covered by this Agreement shall consist of a salary range of eleven (11) steps with approximately two and half percent (2.5%) between steps. Salary schedule increases shall be applied across-the-board to each step of the range. All employees shall be paid at one of the steps in the range.

**11.1.1** New Employees hired on or after 01/01/2014 will be on the new eleven step wage scale.

**11.1.2** Current employees will be subject to the new wage scale effective 01/01/2015. Until then, employees will receive two-step annual wage increases.

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

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

**11.2.2 Hourly rate computation.** The following table summarizes the inclusion and exclusion of various pay forms for the purposes indicated.

<b>Pay Type</b>	<b>Regular</b>	<b>Paid Leave</b>	<b>Cash-outs</b>
Shift differential	incl.	see Section 11.2.3	excl.
Out-of-class pay	incl.	excl.	excl.
Holiday premium	incl.	excl.	excl.

**11.2.3** Paid leave shall include shift differential only if the employee was working the off hours shift in the weeks before and after use of the leave.

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

**11.2.5** Employees who work overtime while in a work-out-of-class (WOOC) situation shall be paid time and one half on the WOOC pay rate.

### **11.3 Salary Increases.**

**11.3.1** Effective January 1, 2013 the wage scale shall be increased by one point seven five percent (1.75%) as set forth in **Exhibit B** to this Agreement.

**11.3.2** Effective January 1, 2014, the wage scale shall be increased by two percent (2%) as set forth in **Exhibit B** to this Agreement.

**11.3.3** Effective January 1, 2015, the wage scale shall be increased by two percent (2%) as set forth in **Exhibit B** to this Agreement.

**11.4 Step Increases.** Employees shall normally be hired at the first step and shall be eligible for step increases after twelve (12) months at step 1 and twelve (12) months at each subsequent step in the range. Leaves of absence without pay of fifteen (15) days or more shall result in an adjustment to the eligibility date for the next step increase, except as provided by law. Employees whose eligibility date falls between the first and the fifteenth of the month shall be eligible on the first day of the month. Employees whose eligibility date falls after the fifteenth of the month shall be eligible on the first 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 and the Guild at least thirty (30) days prior to the eligibility date. The Guild and 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. Such step increase shall not be withheld or delayed for more than six (6) months.

**11.4.2 Longevity Pay.** Employees with ten (10) years or more of service with the Clark County Sheriff's Office Support Guild shall receive a three percent (3%) premium on their base hourly pay.

**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 a one step increase; approximately five percent (5%).

**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.a 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.b 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) twelve (12) months 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. The employee shall then be placed at the top step of the range.

**11.6.4 Realignment.** Realignment is the upward adjustment of the salary range of an entire classification based on internal or external compensation relationships and is not based on a change in duties and responsibilities of the classification. 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. For example, in an upward realignment of five percent (5%), an employee at step 4 of the former range will be placed at step 3 of the new range. Employees who have been at the top step of the range for more than one year will be placed at the first step in the new range which provides for the equivalent of a one step increase and shall be eligible for additional step increases (if available) after twelve (12) months at the new step.

**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, or reinstated within twenty-four (24) 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 purpose shall be twelve (12) months from the date on which the employee's current step was attained. 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** Time served toward a step increase shall be credited by retaining the current salary anniversary date in the following situations:

- 11.7.1.a** Reclassification
- 11.7.1.b** Realignments
- 11.7.1.c** Transfers

**11.7.2** The following situations shall result in a new salary anniversary date:

- 11.7.2.a** Promotions
- 11.7.2.b** Demotions
- 11.7.2.c** Re-employment subject to the terms of Article 17

**11.8 Shift Differential.** Employees who work fifty percent (50%) or more of their regularly-scheduled shift after 3:30 PM or before 8:00 AM will receive a shift differential of ninety cents (90¢) 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 11.2.3. Short-term assignments of less than two (2) weeks to other shifts will not impact an employee's eligibility for or receipt of shift differential.

**11.9 Work Out of Classification (WOOC).** In the absence of the regular, on-duty supervisor, out of classification supervisory work shall be designated, as far in advance as possible, by the regular supervisor and/or management. The on-duty designation may be up or down the chain of command; however, downward designations shall result in work out of classification (WOOC) pay. An employee receiving WOOC pay shall receive an additional five percent (5%) above the employee's regular rate of pay when assigned to perform substantially all the duties of a position in a higher classification for one full duty shift or more. Management must approve such assignments in advance. WOOC assignments may be made only to vacant positions (or one, which is temporarily vacant by virtue of the absence of the incumbent due to leave or training) or for special limited term assignments. Employees on shifts not scheduled to have on-duty supervision shall not be eligible for WOOC unless the following conditions are met. If an issue arises requiring supervisory level action, the decision and WOOC shall be assigned to the most senior staff member willing to accept responsibility. That employee shall then become designated as the supervisor for the remainder of the shift and shall be paid WOOC for all hours during which the employee performed supervisory functions. Sheriff's Support Supervisors shall not receive WOOC pay except in extenuating circumstances.

**11.9.1** WOOC assignments to management or non-represented positions shall be governed in all respects by County policies.

**11.10 Meal Allowances.** Employees shall be eligible for a meal allowance of \$7.00 after each four (4) consecutive hours of overtime worked contiguously with the regular shift or after eight (8) hours of overtime on a day off.

**11.11 Mileage Reimbursement.** Employees shall be entitled to mileage reimbursement for business miles authorized and driven in a personal vehicle at the current mileage rate as established by County policy.

**11.12 Field Training Officers.**

**11.12.1** Staff designated to be FTO's shall receive a five percent (5%) premium pay for all work days during which the an FTO has at least one (1) trainee assigned to them. However, no premium shall be received for days when the FTO does not have a trainee, including days when the trainee is not at work for more than one-half (1/2) of a workday.

**11.12.2** Staff shall not be eligible to apply for FTO vacancies until they have completed the probation period within the Sheriff's Office classification for which they will be training.

**11.12.3** Qualified FTO's shall be defined as staff who have been selected, have successfully completed all of the training, are in good standing and are determined to be qualified by management to take on a trainee. There may be times when formerly qualified FTO's are considered by management not to be qualified; this can be for any number of reasons, including but not limited to things such as burn-out, conflicts with a particular trainee, or other reasons management may deem appropriate. FTO assignments shall be made at the discretion of management.

**11.12.4** There shall be a qualified FTO for each shift and each unit. However, for smaller units, which have a Sheriff's Support Supervisor, the supervisor may elect to conduct the FTO training themselves and/or select a staff member to be an FTO. However, in situations when the Supervisor elects to conduct the training, he/she shall not receive FTO premium pay.

**11.12.5** Should there be no applicants for the FTO program on a given shift and/or should the only applicant be unacceptable to management, management reserves the right to appoint staff members to be FTO's.

**11.13 Incentive Plan.** The incentive plan established by the 1992-1994 Agreement shall be discontinued with the following exceptions and understandings:

**11.13.1** Participants on the plan as of December 31, 1995, shall have their incentive compensation frozen. Effective January 1, 1997, all incentive compensation payments will be flat-rated at the dollar amount being received as of that date.

**ARTICLE 12. PAID DAYS OFF (PDO)**

**12.1** Each employee covered by this Agreement shall be granted paid days off (PDO) to be used during the year for PDO, illness, holidays or personal business time off. PDO accruals reflect the inclusion of 96 hours of holiday pay, based on twelve (12) holidays as well as thirty-two (32) of sick pay, based on four (4) days of sick leave. Other leaves, such as maternity, bereavement, military will be covered in the Article 14 of this Agreement.

**12.2** Employees hired on or after January 1, 1985, shall accrue PDO days according to the following schedule:

<b>Years of Service</b>	<b>Hours per Month</b>	<b>Hours per Year</b>	<b>Days per Year</b>	<b>Vacation Portion</b>	<b>Maximum Accrual</b>
Start	17.33	208	26	10	260
1	19.33	232	29	13	290
5	21.33	256	32	16	320
10	23.33	280	35	19	350
15	25.33	304	38	22	380
20	27.33	328	41	25	410
25	29.33	352	44	28	440
30	31.33	376	47	31	470

**12.2.1 Part-time Employees.** Accruals shall be prorated for part time employees. Accrual shall continue during active employment only, except as provided for under federal or state law.

**12.2.2 Pre-85 Accruals.** Employees hired prior to January 1985 shall continue to earn PDO leave according to their current schedule as provided by **Exhibit D**.

**12.3 Maximum Accumulation.** Employee's maximum accumulation of PDO, shall be one and one-quarter (1.25) times the annual accrual rate. Exceptions to the maximum accrual shall be allowed by the Sheriff or his/her designee when the following conditions apply: where the Sheriff's reasonable operating needs do not allow an employee to use the PDO prior to reaching the maximum accumulation, the employee has made the request in writing prior to reaching the ceiling, the employee has made a plan to reduce his/her accumulated PDO below the ceiling within sixty (60) days, and the employee has complied with the minimum usage requirements under Section 12.5.1.

**12.4 Probationary Employee PDO Use.** Employees may not normally use accrued PDO during their first six (6) months of service; nor will they be paid for such accrual in the event their employment is terminated for any reason during that period. Probationary employees must schedule and take at least four (4) shifts of PDO's each calendar year. Upon termination, an employee shall be paid for all earned or accrued PDO at the Employee's regular rate of pay including premiums and incentive compensation but excluding non-pay items such as clothing allowance.

**12.5 Scheduling of PDO Days.**

**12.5.1** The annual scheduling of PDO by seniority, as defined by Article 17 of this Agreement, shall be in accordance with established department rules and regulations and shall require the scheduling of at least ten (10) shifts (four [4] shifts for probationary employees) of PDO time on a seniority basis during the annual shift bid. PDO annual scheduling shall be by seniority within units, within shift schedules. The maximum number of PDO leaves allowed at any time shall be consistent with the Sheriff's Office reasonable operating needs. Requests outside of the annual bid process will be considered on a first come first served basis. Shift changes shall not change or affect previously approved PDO's when the change is initiated by the Sheriff's Office.

**12.5.2** All other requests for PDO shall be considered within the shift/unit on a first request-first granted basis subject to the Sheriff's Office reasonable operating needs. In the case of simultaneous employee requests, seniority, as defined by Article 17 of this Agreement, shall prevail. Such requests must be approved by the appropriate supervisor as established by Sheriff's Office rules. Normally, at least five (5) working days advance notice of the absence will be required unless shorter notice is mutually agreed upon.

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

**12.5.4** PDO leave requests shall be granted so long as an employee's PDO request does not cause the work shift to fall below established minimums. The Sheriff's Office shall have the right to determine established minimums for each work shift. PDO leave requests shall be approved within four (4) calendar days of the submission of the employee's written request for the use of PDO.

For purposes of establishing employees who can submit for PDO a work shift shall constitute all employees working in Records assignments on a specific work shift (i.e. day, swing, graveyard). The same standard and procedure shall apply to Food Service, Jail Industries, Sex Offender, ID, Reception, Training, Civil, Property and Evidence, Jail Administration, Sheriff's Office Administration, Jail Work Center, Task Forces, Outreach, Cadet, and Precincts.

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

**12.7 Accrual Basis.** Employees shall accrue PDO based on paid hours. No accrual shall occur during unpaid leave and PDO accrual will be pro-rated based on the number of hours in paid status.

**12.8 PDO Leave Donation Plan.** Employees may donate PDO to the sick leave account of another employee as provided for by current County policy. PDO 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 requesting employee 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. Donated time will not be taken from donor's individual PDO bank until it is to be used by the receiving employee.

**12.9 PDO Sell-Back.** Employees may elect pay in lieu of PDO up to a maximum of sixty (60) hours per year. PDO sell-back shall be subject to the following requirements and procedures;

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

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

**12.9.3** The PDO sell-back option is subject to availability of adequate funds. PDO sell backs may be restricted or suspended by the County. In the event PDO sell back requests exceed available funds, the central Human Resources Department shall develop procedures to equitably apportion PDO sell backs among employees with pending requests.

## **12.10 Holidays.**

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

### **12.10.2 Observed Holidays.**

New Year's Day – January 1  
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  
Labor Day – First Monday in September  
Veterans' Day – November 11  
Thanksgiving Day – Fourth Thursday in November  
The day immediately following Thanksgiving Day  
Christmas Day – December 25

**12.10.3** 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.

**12.10.4 Holiday Work Premium.** Regular full-time and regular part-time employees who are required to work on the date of a holiday (12:00 AM to 11:59 PM) 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 date and the day of its observance for New Years, Independence Day, Veterans' Day, and Christmas will receive the holiday work premium of two and one-quarter (2-1/4) for all hours worked on the actual holiday date, and shall receive straight time on the day of its observance. As with overtime, the choice of compensatory time off requires approval of the employee and the division manager.

**12.10.5** The special Commissioner's holiday may be granted or not granted at the sole discretion of the Board of County Commissioners 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 13. SICK LEAVE

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

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

**13.1.2** Any use of sick leave which requires a leave of one (1) full working days or less shall be charged to the PDO account. All leave beyond the first full day shall be charged to the Employee's sick leave account. The County will allow exceptions to the one (1) day eligibility rule for charges to sick leave, on a case by case basis determined by the Sheriff, in those instances where an Employee is afflicted with a life-threatening disease (example: cancer, leukemia, polio, kidney failure) that requires repeated treatments on a regular basis of less than one full day's leave.

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

**13.1.4** Sick leave payments shall be exempt from social security taxes to the extent allowed by law.

**13.2 Sick Leave Accruals.** Full-time employees covered by this Agreement shall accrue sick leave at the rate of five and one-third (5-1/3) hours per month or sixty-four (64) hours per year. Sick leave may be accumulated up to a maximum of 1200 hours.

**13.2.1** Employees shall accrue sick leave based on paid hours.

**13.2.2** 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.

**13.3 Workers' Compensation Integration.** An employee may charge his/her sick leave account for the difference between any compensation received from the Workers' Compensation Insurance and the employees' normal net pay for injuries or illnesses covered by Workers' Compensation, so long as a PDO is used for the first day of any absence. The calculation shall be based on the difference between the employee's normal post-tax take home pay and the pay from Workers' Compensation.

**13.4 Family Illness Usage.** Employees may use sick leave in the event of an illness in the employee's immediate family requiring the attendance of the employee, so long as a PDO is used for the first day of any absence. For the purposes of this Section, immediate family is defined as spouse, domestic partner, dependent children incapable of self care and parents or the step/in-law equivalents. Sick and/or unpaid leave may be allowed to care for such other relatives and in such circumstances as required by state and federal leave laws and administrative regulations.

**13.5 Medical and Dental Appointments.** PDO leave will be allowed for doctor and dentist appointments for the employee or members of the employee's immediate family requiring the attendance of the employee. Employees shall make a reasonable effort to schedule these appointments to occur during off-duty hours.

**13.6 Promotional Consideration.** The ratio of sick leave used to sick leave accrued may be taken into consideration on determining promotions.

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

**13.8 Medical Verification.** 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 his/her duties.

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

**13.9.1** The County and the Guild recognize the importance of regular and reliable attendance and punctuality. It is further recognized that chronic absenteeism, even without evidence of abuse or misuse of sick leave, is a legitimate concern.

**13.9.2** Toward that end, employees who are absent in excess of a total of sixty-four (64) hours (8-hour employee) or eighty (80) hours (10-hour employee), AND who had more than eight (8) unscheduled incidents of absence over a twelve (12) month period are recognized as needing improvement. Employees below either measurement are considered to have an acceptable record. Measurements for shorter or longer time periods will be adjusted proportionately, for example two (2) days/two (2) incidents for a three (3) month period.

**13.9.3** PDO/Sick leave absences which are scheduled in advance such as medical and dental appointments will not be counted as incidents of absence but will be counted toward the total hours of absence. Absences taken under the Family and Medical Leave Act (FMLA) will not be counted toward either the total hours or number of incidents measurement.

**13.9.4** When PDO/sick leave use exceeds the thresholds above, the department will initiate a corrective action plan. Continuing absenteeism at that rate may serve as the basis for counseling or progressive disciplinary action.

**13.10** Employees in good standing, who retire, voluntarily separate from service, and/or are laid-off from the County through the PERS system with more than ten (10) years of service will be paid for a maximum of 450 hours of accrued but unused sick leave at their base rate of pay. Payoffs shall be based on the matrix shown below:

<b>Portion /tier of Accumulated hours</b>	<b>Percent Payable</b>
900 to 1,200	75% of hours over 899
600 to 899	50% of hours over 599
300 to 599	25% of hours over 299

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

## ARTICLE 14. OTHER LEAVES

**14.1 Bereavement and Funeral Leave.** A full-time employee shall be granted up to three (3) work days of paid bereavement leave in the event of a death in the employee's immediate family. Such employee shall be granted up to an additional two (2) days of paid bereavement leave when air travel or one-way land travel of 150 miles or more is necessary. To be eligible for the additional one or two days paid leave, pre-authorization from the Chief or designee is required. Bereavement leave may be used for qualifying family members in the case of imminent death, but the total bereavement leave period shall not exceed the three (3) or five (5) work days' limitation.

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

**14.1.1.a** Spouse, children, parents, brother, sister (or the step and in-law equivalents)

**14.1.1.b** The employee's Grandparents, grandchildren, aunts, uncles

**14.1.1.c** The employee's domestic partner and children, parents, brother, sisters (or the step and in-law equivalents) of the domestic partner (an Affidavit of Domestic Partnership must be on file in the County's Central HR Benefits Department)

**14.1.1.d** Other relatives living in the employee's household

**14.1.1.e** Any person under the guardianship of the employee

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

**14.1.3** Time off with pay will be allowed for attending the funeral of a County employee. Sufficient PDO time will be allowed to attend funeral of friends or other relatives.

**14.2 Military Leave.** The County shall abide by the provisions of federal and state laws to provide military leave and reinstatement rights for employees. The provisions of the laws are defined under the Uniformed Services Employment and Reemployment Rights Act (USERRA) and Washington State Law RCW 38.40.060. Employee benefits will only continue for months in which the employee is in paid status the first working day of the month.

**14.3 Civic Duty and Examination Leave.**

**14.3.1** 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.

**14.3.2** Service as a witness in matters arising from the course and scope of employment shall be considered on-duty time. Service as a witness or party to non job related matters shall be charged

against the employee's PDO, or compensatory time balance or may be taken as unpaid leave at the option of the employee.

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

**14.3.4** Employees unable to vote while off-duty may use paid PDO or compensatory time to vote.

**14.4 Family and Parental Leave.** All employees shall be granted parental leave in accordance with RCW 49.12 and/or the federal Family and Medical Leave Act. Accrued sick leave may be utilized by an employee for the disability portion of maternity leave and shall not be counted toward the twelve (12) week FMLA maximum. With agreement of the department, employees may work a reduced work schedule for up to two (2) months preceding or following the period of parental leave. The total allowable parental leave would therefore be twelve (12) weeks, plus any period of sick leave used plus up to two (2) months of a reduced work schedule.

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

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

**14.6.1** All requests for leaves of absence or extensions shall be submitted in writing to the 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.

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

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

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

## ARTICLE 15. INSURANCE

### 15.1 Medical/Dental Plan Description and Coverage.

**15.1.1** The Multi-party Healthcare Committee under the provisions of the Memorandum of Understanding (see Exhibits H) will make decisions regarding healthcare expenditures, plans and carriers for medical and dental insurances for the term of the contract.

### 15.2 Eligibility. The County agrees to cover eligible employees and their dependents under one medical/dental plan.

**15.2.1** Regular employees shall be eligible for medical insurance effective the first of the month following date of hire. Enrollment forms must be received within 31 calendar days from date of hire. Coverage will terminate at the end of the last day of the month in which employment ends.

**15.2.2** Dental coverage will begin the first of the month following ninety (90) calendar days of employment. Coverage will terminate the last day of the month in which employment ends.

**15.2.3** Regular Part-time employees whose budgeted regular schedule calls for thirty (30) hours per week (0.75 FTE) or more shall be eligible for the full County contribution. Regular part-time employees in positions budgeted at one-half up to three-quarter Full-Time Equivalency (0.5 to 0.749 FTE) the County shall pay seventy percent (70%) of the County's contribution for the highest cost plans for the applicable plan year with the employee contributing the balance based upon employees' plan of choice.

**15.2.4** Temporary changes in work hours will not result in a change in benefits available or employer contribution, unless the change in hours continues for three (3) consecutive months or more. When the temporary change is anticipated to last longer than three (3) months and timely notification is made to HR-Benefits (31 days from date of change), the change will become effective the first of the following month.

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

**15.2.6** Eligible dependants include legal spouse, domestic partner and dependent children, including the domestic partner's children. Children are eligible up to age 26 for medical insurance; and are eligible for dental and Additional Life Insurance - up to age 19 or until age 23 if a full-time student at an accredited school. Pursuant to County policy domestic partner coverage for medical and dental insurance coverage is available for the employee's domestic partner and the domestic partner's children who reside in the employee's home, subject to required tax regulations relevant to this benefit. To access this benefit, the employee must have a completed Affidavit of Domestic Partnership on file in the Human Resources – Benefits Department.

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

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

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

**15.2.9.1** Each employee will have the option to enroll in a medical plan and dental plan of the employee's choice. The County contribution for each job-share employee shall be equivalent to 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; or

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

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

**15.3 Waiver of Insurance.** Premiums, plans and cost distribution will be determined through the multi-party Healthcare Committee process as outlined in the Memorandum of Understanding included in Exhibit H.

**15.3.1** With proof of other insurance, full time employees (30+ hours per week), will receive \$65 per pay period; part time employees (20-29 hours per week) will receive \$45.50 per pay period; and job share employees will receive \$32.50 per pay period, if both waive insurance.

**15.3.2** Dental, no proof other insurance required. Full time employees will receive \$10 per pay period; Part time employees will receive \$7 per pay period; Job Share employees \$5 per pay period if both waive.

**15.3.3** Healthcare Saving Account Contribution (2014 and beyond). If enrolled in HDHP with HSA, employees will receive \$20.83 per month for single coverage; or \$41.67 per month for family.

**15.3.4** Medical/Dental Insurance will be continued for a period of up to six (6) months when an employee has a disabling condition and qualifies for LTD benefits at the same level and under the same conditions as if the employee has continued to work. This provision will provide coverage after the employee has exhausted other programs for continued coverage, such as FMLA.

**15.4 Qualified Family Status Changes.** The addition or deletion of dependents as a result of a qualified family status change will be provided in accordance with federal or state laws and County Policy. Enrollment changes must be received by the County HR-Benefits Department with applicable documentation within 31 calendar days [60 calendar days for newborns or children placed with the employee for adoption] of the qualifying event. Changes shall be effective the first of the month following the date of the qualifying event; except in the case of newborns and adoptions, coverage is effective on the date of the birth or placement in the home. For newly eligible dependents not enrolled within 31 calendar days, coverage cannot be obtained until the next open enrollment with coverage effective January 1 of the following year.

**15.5 Carrier and Coverage Changes.** The County retains the exclusive right to select the plans and carriers (or to develop and implement a self-insurance plan) for medical, dental, life or other insurance plans 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 and dental plans which are addressed in the Healthcare Committee Memorandum of Understanding.

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

**15.6.1 Flexible Spending Accounts (FSA's).** The County agrees to make available Dependent Care and Health Care Flexible Spending Accounts as allowed under federal law.

**15.7 Life Insurance.** The County shall provide each employee a group term life insurance policy including accidental death and dismemberment coverage in the amount of \$25,000. Employee and/or dependent coverage shall be made available for employee purchase.

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

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

**15.9 Continuation of Benefits.**

**15.9.1** 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 is responsible for the cost of the coverage plus an administrative fee, if applicable.

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

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

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

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

## ARTICLE 16. OTHER BENEFITS

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

**16.2 Deferred Compensation Plans.** The County agrees to provide opportunities for employees to participate in Internal Revenue Code Section 457 Deferred Compensation Plans. Contributions must be at least \$25.00 per month and no more than 25% of the employee's adjusted gross income or a maximum per year per Federal law.

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

**16.5 Parking.** The County may implement parking changes as it determines necessary or appropriate to comply with the provisions of the Commute Trip Reduction Act, including the use of financial incentives for car pooling and use of public or alternative transportation. The Guild agrees that the County will charge employees working in the downtown campus area a fee of \$22.00 per month for general access parking permits, \$38.50 per month for uncovered reserved parking permits and \$55.00 per month for covered reserved parking permits. The designation of a reasonable number of reserved spaces for vanpool/carpool use shall not be considered a restriction on employee parking. The Sheriff reserves the right to determine the number of reserved spaces in lots adjacent to the Sheriff's Office. The County may, at its discretion, add or increase financial incentives for voluntary use of various alternatives to single occupancy commute vehicles – car pooling, public transportation, bike/walk, etc.

**16.6 License and Certifications.** The County shall continue current practices for reimbursement of fees associated with licenses and certifications which are required for an employee's position, and, are successfully obtained or maintained by the employee.

## **ARTICLE 17. SENIORITY**

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

**17.1.1** Seniority is determined by the length of an employee's continuous active employment within a job classification within the Sheriff's Office for the purpose of step increases, scheduling of PDO and compensatory time off, layoff purposes and for bidding.

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

**17.1.3** Seniority for the purposes in Section 17.1.1 shall be maintained but not accrue during employment with the County in positions outside of the bargaining unit provided the employee returns to the bargaining unit position within two (2) years. The two (2) year limitation shall not apply in the case of promotion to appointed positions within the Sheriff's Office.

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

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

**17.3.1** Paid military leave (15-day annual training leave)

**17.3.2** Industrial injury leave

**17.3.3** Family and medical leave

**17.3.4** Leave without pay of less than fifteen (15) days

**17.3.5** Employees who promote or demote to positions within the bargaining unit shall continue to accrue job classification seniority in their former classification, for example a Sheriff's Support Specialist II who promotes to Sheriff's Support Supervisor and subsequently returns to the classification of Sheriff's Support Specialist II (roll down seniority).

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

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

<b>Period of Absence from a Classification</b>			
<b>Service Type</b>	<b>0-14 Days</b>	<b>15 Days – 2 Years</b>	<b>More than 2 Years</b>
Service within Bargaining Unit	A	A	A
Service within Department but Outside of Bargaining Unit	A	M	L*
Service within County but outside of Department	A	M	L

\* Except with respect to the provisions in Section 17.1.3.

## ARTICLE 18. UNIFORMS

**18.1** All bargaining unit employees shall wear uniforms.

**18.2** For all employees required to wear formal uniforms, the following will constitute the number of articles furnished in each category:<sup>7</sup>

**18.2.1** White shirts, long or short-sleeved or a combination of the two, a maximum of six (6).

**18.2.2** Black pants or skirts, or a combination of the two, a maximum of three (3).

**18.2.3** Shoes, reimbursement of not more than \$120.00 per annum.

**18.2.4** One black tie.

**18.2.5** Black sweaters or vests or a combination of the two (if applicable), a maximum of four (4).

**18.2.6** The employees shall have the option of purchasing a formal Sheriff's Office approved blazer at the employee's expense.

**18.2.7** Service Stripes designating years of service may be worn on the black sweater and/or the long sleeve white shirt. Patches will be provided for the sweater and the long sleeve white shirt.

**18.2.8** The County shall provide support badges to bargaining unit employees.

**18.2.9** Supervisors shall wear a gold nameplate stating "supervisor" above their name tag and receive two (2) supervisory chevron pins.

The County will provide for cleaning for items that require dry cleaning, a maximum of three (3) of the above-listed items each week.

**18.3** For all employees required to wear soft uniforms, the following will constitute the number of articles furnished in each category (classification designated for soft uniform issuance include but are not limited to Property/Evidence and Jail Industry positions):<sup>8</sup>

**18.3.1** Shirts, long- or short-sleeved polo, a maximum of five (5).

**18.3.2** Pants, black BDUs, a maximum of three (3).

**18.3.3** Shoes, reimbursement of not more than \$120.00 per annum.

**18.3.4** Hat, baseball style, a maximum of one (1).

**18.3.5** The County shall provide a single uniform as defined in Section 18.2 for employees required to wear soft uniforms, upon their request, for wear at formal Sheriff's Office functions.

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<sup>7</sup> Employees may be allowed to wear business attire in lieu of a standard uniform, with the prior authorization of management, when appropriate, but not on a daily basis.

<sup>8</sup> Other positions may be issued soft uniforms in lieu of one or more standard formal uniform issue, at management's discretion.

**18.4** For food service personnel, a maximum of five (5) full sets of uniforms will be furnished.

**18.4.1** The County shall provide a single uniform as defined in Section 18.2 for food service personnel, upon their request, for wear at formal Sheriff's Office functions.

**18.5** All-purpose coats shall be provided to all Food Service and Jail Industry personnel.

**18.6** Cadets shall have sewn patches added to their uniform shoulder identifying them as "Cadets." Additionally, they shall be provided sewn badges identifying them as "Cadets."

**18.6.1** Cadets previously issued hard badges, may continue to wear them. No new hard badges will be issued to Cadets.

**18.7** The County shall provide written notice to the Sheriff's Support Guild of their opportunity to meet and confer at least thirty (30) days in advance of publishing the request for proposal (RFP) for a new uniform contract vendor.

**18.8** The County shall permit employees to purchase Sheriff's Office polo shirts, at the employee's own expense. Employees in lieu of their regular uniform may wear Sheriff's Office polos with pre-approval from management, when less formal activities are planned.

**18.9** The County will replace County equipment and uniforms damaged or destroyed including normal wear and tear while on duty. The County will replace corrective lenses and hearing aids damaged or destroyed while the employee is on duty. Losing, damaging, or wasting issued clothing, property, or equipment through negligence, carelessness, or improper use may be grounds for disciplinary action. Employees will, when appropriate, fill out and submit a CCSO Lost/Missing Equipment/Uniform Statement.

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

**18.11** The County shall replace keyboards, chairs, and etceteras, with ergonomically correct items as budget allows, based on individual need and the priority set by the branch Chief.

**18.12** All uniforms shall be replaced as serviceability dictates, within budget constraints, with supervisory/management approval.

## ARTICLE 19. DISCIPLINE AND TERMINATION

**19.1 Probationary Periods.** New, re-hired or promoted employees shall serve a probationary period of one (1) year, plus any period of unpaid leave exceeding fifteen (15) days occurring during the probationary period. 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. Promotional probationary employees shall only be disciplined or discharged for cause and the Guild reserves the right to grieve any discipline or discharge. Failure of promotional probation is not discipline and the County may fail employees on promotional probation for any lawful reason. Employees who fail a promotional probationary period shall be returned to their former classification, position and salary step.

**19.2 Disciplinary Actions.** Regular employees may be disciplined in the form of an oral reprimand, written reprimand, suspension, demotion or discharge for just cause except that oral reprimands are not grievable and grievances concerning written reprimand may not be processed beyond step 2 (Department Head or Elected Official).

**19.2.1** In the case of a suspension, demotion or discharge, the employee shall be provided a letter setting forth the reason(s) for such action and shall be entitled to respond to the reasons or recommended discipline before such action is taken. Employees are entitled to Guild representation at such meetings.

**19.2.2** Employees shall be given copies of all disciplinary letters, written reprimands or performance evaluations before placement of such material into their personnel file and will be required to acknowledge receipt in writing. The employee's signature shall not be construed as agreement or concurrence with the discipline or evaluation. Copies of written reprimands and any other disciplinary letters will be provided to the Guild.

**19.3 Disciplinary Investigations and Meetings.** Investigations shall be conducted in accordance with chapters 01.31 "Discipline" and 01.32 "Internal Investigations" of the Sheriff's Office General Orders. The County agrees that, except for non-mandatory subjects of bargaining, these chapters will not be amended except by mutual agreement of the County and the Guild. The department may place an employee on administrative leave, with or without pay, pending an investigation. To the extent the Sheriff or any other appellate body finds that the discipline is not warranted, the employee shall be compensated for any loss in pay.

### **19.4 Personnel Files.**

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

**19.4.1.a** Supervisors in the employee's chain of command may retain working files consisting of performance notes, commendations, and training records not more than twelve (12) months old along with the most recent performance evaluation for the employee. Records of oral reprimands shall be removed from working files after one (1) year, subject to the requirements in Section 19.4.

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

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

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

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

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

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

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

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

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

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

## **19.5 Voluntary Termination Procedure.**

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

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

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

**19.6 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.

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

## ARTICLE 20. LAYOFF

**20.1** 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.

**20.2 Alternatives to Layoff.** The County will make every reasonable effort to avoid layoff of bargaining unit employees. Prior to the layoff of a regular employee, such reasonable efforts may include the following strategies to prevent or minimize the effects of layoffs:

**20.2.1** Termination of non-critical temporary employees and consultants.

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

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

**20.2.4** Reduction of paid leave balances or accrual rates.

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

**20.3 Seniority for Layoff.** Seniority for selection of employees for layoff and intra-unit bumping/reassignment shall be based upon classification seniority. The following additional considerations shall apply as warranted:

**20.3.1** In the event of a tie in seniority, seniority shall be prioritized as follows: 1) classification seniority; 2) bargaining unit seniority; 3) department seniority; 4) Countywide seniority.

**20.3.2** When an entire classification is eliminated and replaced with a new classification (for example, Sheriff's Support Specialist II replacing General Journey), seniority in the former classification shall be added to seniority in the new classification.

**20.4 Selection and Notice.** The Sheriff shall identify by classification the positions to be eliminated. Within classification, employees shall be selected for layoff based on seniority. If an entire classification is being eliminated, then no such selection is required. For purposes of reassignment and bumping, seniority shall be based upon classification seniority within the classification for which such reassignment or bumping is sought, not the classification which the employee is exiting. Employees shall be provided a minimum of thirty (30) days written notice or two (2) weeks pay in lieu of written notice. Pay in lieu of notice is only for those employees not properly notified and not able to fill other positions or lateral or lower level within the department. The Guild shall be notified concurrent with written notice to employees. Two (2) weeks written notice is required for employees who are reassigned to lower classifications. One week minimum written notice is required for employees who are reassigned laterally as a result of layoff. The County may issue written contingent layoff notices to employees whose positions are not being eliminated but who it determines are subject to being bumped by more senior employees.

## **20.5 Reassignment and Bumping.**

**20.5.1** Employees facing layoff shall be offered reassignment in the order below. None of the steps below 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 within the classification being sought. 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:

**20.5.1.a Step 1.** Vacant positions in the classification from which the employee is being laid off, first in the department, then in the bargaining unit, then Countywide.

**20.5.1.b Step 2.** Vacant positions in formerly held classifications in the bargaining unit. However, a Sheriff's Support Supervisor may bump a Sheriff's Support Specialist in the same unit (unit as described in Article 17.)

**20.5.1.c Step 3.** Occupied positions in the department held by less senior employees in lateral or lower classifications in which they have formerly served or are otherwise entitled to bump pursuant to the Seniority Article 17 of this Agreement.

**20.5.2** If there are no available positions in Steps 1-3 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.

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

**20.6.1** Laid-off employees will be offered employment in any available vacancy in a classification for which they have recall rights provided they are fully qualified for the position. As an alternative to recall, available positions may be filled by promotion, transfer or demotion of current employees with mutual written agreement of the department, Sheriff's Office Human Resources and the Guild.

**20.6.2** 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.

**20.7 Recall Procedure.** Written notice of recall shall be sent to the employee by certified mail at the last address reflected in the employee's County computer records and the employee must respond in writing within fifteen (15) calendar days of the date of the written 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 based upon rejection or failure to respond. The employee shall be responsible for notifying the Human Resources Department of any change in address or telephone number.

**20.8 Rights upon Recall.** Employees who are recalled shall be reinstated with all rights formerly attained including accrued sick leave. The employee's seniority date shall be adjusted to reflect the time on layoff pursuant to the Seniority Article of this Agreement, 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 pursuant to the Seniority Article of this Agreement.

**20.9 Benefits Continuation.** The County shall continue the employer's contribution toward the cost of medical and dental insurance through the end of the first whole calendar month following layoff.

**20.10 Layoffs Triggered by: Annexations, Consolidations or other Inter-local Agreements.**

**20.10.1** Notwithstanding the seniority provisions of Section 20.3 of this Collective Bargaining Agreement, in the event of layoffs triggered by annexation, consolidation, transfers of functions or other qualifying inter-local agreements, such layoffs will be drawn from the supplemental layoff list. The supplemental list shall be a standing list where throughout the year members may add or delete their names from the list. Prior to a qualifying layoff, bargaining unit members will be provided a window of ten (10) working days during which they must finalize submission of their name for addition to or removal from the supplemental layoff list. If insufficient names appear on the supplemental list, additional layoffs shall be determined in the manner provided for in Section 20.3 of this Collective Bargaining Agreement.

**20.10.2** The number of members laid off from the supplemental list shall be based upon the number of positions slated for layoff in a given classification. For example, if there are thirty (30) Sheriff's Support Specialist II positions and three (3) Sheriff's Support Specialist II positions slated for layoff, the maximum number of members laid off from the classification of Sheriff's Support Specialist II would be three (3). Employees who are not employed in classifications where layoffs are occurring are not eligible for layoff from their position. For example, if no Sheriff's Support Supervisor positions are being laid off, a Sheriff's Support Supervisors could not be laid off via the supplemental list (as a Sheriff's Support Supervisor.)

**20.10.3** Names shall be placed on the supplemental layoff list in order of most senior. For example, if there was layoff of thirty (30) Sheriff's Support Specialist II positions and forty-five (45) members submitted their names for inclusion to the list, the thirty (30) most senior members would be laid off. Seniority will be determined in accordance with Article 17 of the current Collective Bargaining Agreement.

**20.10.4** The County agrees to treat such separations, in all respects, as layoffs and to record and report them as such. No promise of particular treatment for members laid off in this manner, by other agencies, is promised or implied by this Section. For example, the County cannot assure that members laid off in such a manner will receive unemployment compensation or that prospective employers would treat the layoff as an involuntary separation.

## **ARTICLE 21. GRIEVANCE PROCEDURE**

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

**21.1.1** The purpose of this Grievance Procedure is to establish an effective process for the fair, expeditious and orderly adjustment of grievances. Only matters involving the interpretation, application, enforcement or alleged violation of 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, Guild representative, 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 the Guild on behalf of one or more aggrieved employees, or by the Guild as a class grievance (hereafter described as "the grievant"). No grievance shall be processed without Guild concurrence and representation.

**21.2.1** Disciplinary grievances shall be initially submitted at Step 2. Grievances concerning oral or written reprimands may not be processed beyond Step 2. However, if the County offers evidence of an oral or written reprimand in support of a suspension, disciplinary demotion or discharge, the Guild may challenge the existence of just cause supporting the issuance of the oral or written reprimand in the grievance challenging the suspension, disciplinary demotions, or discharge.

**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:

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

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

**21.2.3.c** The manner in which the provision is purported to have been violated, misapplied or misinterpreted (or in which the provision supports the response);

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

**21.2.3.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 Guild, 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 Guild. 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 Guild on behalf of the grievant(s) 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 Sheriff). 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 Branch Chief and Sheriff's Office 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 Guild on behalf of the grievant(s) shall submit the written grievance to the Sheriff through the Sheriff's Human Resources Manager within ten (10) working days, following the manager's response. The Sheriff or his/her designee 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 Guild on behalf of the grievant(s) 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 Step 2 response. The Human Resources Director shall respond in writing to this grievance within ten (10) working days. Except that disciplinary grievances shall bypass Step three (3), moving directly to step four (4).

**21.4.4 Step 4.** If the grievance has not been resolved, the Guild on behalf of the grievant(s) may refer the dispute to final and binding arbitration. The Guild shall notify the County in writing, of submission to arbitration within ten (10) working days after receipt of the County's final written response in Steps 2 or 3 above as applicable.

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

**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, Guild and the 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** An employee whose Guild takes an issue to arbitration shall hereby waive his/her right to a Civil Service hearing under the County's Civil Service Rules and an employee who takes an issue to a Civil Service hearing waives his/her right to an arbitration hearing. It is also agreed that the grievance procedure is intended to be the exclusive remedy for resolving contractual disputes that may arise out of the interpretation or application of this Collective Bargaining Agreement, and that taking an issue to arbitration shall constitute a waiver of the right of the Guild to litigate the subject matter in any other forum.

**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, 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 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 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.

## ARTICLE 22. DEFINITIONS

**Absence Without Leave** - Absence without notification or approval.

**Classification Review Committee (CRC)** - An internal review committee which exists for the purpose of evaluating the merits of reclassification requests.

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

**Department** - Means the Clark County Sheriff's Office.

**Emergency** - An unforeseen set of circumstances requiring immediate action, response or change in policy.

**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 between positions in the same classification.

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

**Part-Time or Part-Time Employee** - A normal work schedule of fewer than forty (40) hours per week.

**Past Practice** - A course of conduct which both parties' principals are aware of and is of sufficient duration such that the parties may be assumed to have consented to the course of conduct.

**Probationary Period** - The first twelve (12) months of employment, plus any period of unpaid leave occurring during the probationary period, following hire, re-hire or promotion. Unpaid leave shall not count toward the completion of the probationary period. A probationary employee is an employee in a probationary period.

**Project Employee** - A temporary employee filling a regular FTE with limited benefits for a specified period of time.

**Promotion** - Appointment of an employee to a position in a higher classification with a higher maximum top step of base wage rate.

**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 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 existing position to another existing position).

**Re-employment** - Re-hire of an employee in a classification in which the employee has been formerly employed and has satisfactorily completed the probationary period with a break-in-service of not more than twenty-four (24) months. Upon re-employment, the amount of service previously acquired shall be reinstated for accrual purposes, less the break in service. Employees shall be returned to the salary step previously attained and time served at that step shall be credited toward eligibility for the next step increase. The sick leave balance at the time of termination shall be restored, less any sick leave cashed out upon separation. A new probationary period is not required.

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

**Reinstatement** - The re-hire of an employee in his/her former classification within two years of termination.

**Salary** - The employee's rate of pay, whether expressed as an hourly or monthly figure. (See Article 11 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 or Continuous Service** - 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.

**Sheriff** - Means the Sheriff for the County of Clark, State of Washington or his/her designee.

**Temporary Employee** - An employee hired on a limited term basis.

**Timely** - The clock begins on the date of receipt.

**Working Days** - Working days means Monday through Friday, excluding holidays.

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

**23.2.1** The parties agree that this Agreement may be reopened as necessary to accommodate legislative changes, judicial interpretations or other mandates including state and federal health care reform and the reasonable accommodation of persons with qualifying disabilities.

**23.3 Duration and Renewal.** This Agreement shall be effective upon ratification by both parties except for such provisions as are mutually agreed to be effective upon an alternative date. It shall remain in full force and effect through the 31st of December 2015. The contract shall be automatically renewed from year to year thereafter, unless the County or the Guild gives written notice to the other that it wishes to modify the contract for any reason. Such notice must be submitted not later than October 1st of the final year of the Agreement or the final year of any extension period.

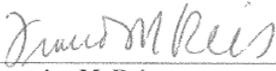
**APPROVAL**

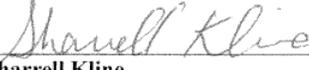
This Agreement entered into between Clark County and the Sheriff's Office Support Guild was formally signed and approved on the 7<sup>th</sup> day of May 2013.

**BOARD OF CLARK COUNTY COMMISSIONERS**

  
\_\_\_\_\_  
Steve Stuart, Chair

**CLARK COUNTY**

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

  
\_\_\_\_\_  
Sharrell Kline  
Human Resources Manager

**SHERIFF'S OFFICE SUPPORT GUILD**

  
\_\_\_\_\_  
Sean Lemoine  
Labor Representative for the Guild

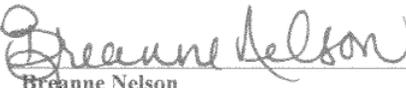
  
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Mary Malicki  
Guild President

**SHERIFF'S OFFICE**

  
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Garry E. Lucas  
Sheriff

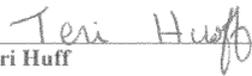
  
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Erin Nolan  
Chief Civil Deputy

  
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Candy Arata  
Human Resources Manager

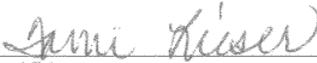
  
\_\_\_\_\_  
Breanne Nelson  
Human Resources Representative

  
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Becky Breitmayer  
Negotiation Team Member

  
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Nancy Druckenmiller  
Negotiation Team Member

  
\_\_\_\_\_  
Teri Huff  
Negotiation Team Member

  
\_\_\_\_\_  
Stephanie Legg  
Negotiation Team Member

  
\_\_\_\_\_  
Tami Lieser  
Negotiation Team Member

## **EXHIBIT A**

### **REPRESENTED CLASSIFICATIONS**

Positions under the authority of the Sheriff and included under the following classification titles are acknowledged as being solely represented by the Sheriff's Office Support Guild:

CADET  
CIVIL DIVISION SUPERVISOR  
CRIME ANALYST  
FOOD SERVICES COORDINATOR  
FOOD SERVICES COORDINATOR, SENIOR  
JAIL INDUSTRIES COORDINATOR  
JAIL INDUSTRIES SUPERVISOR  
LOGISTICS ASSISTANT  
PROPERTY TECHNICIAN  
SHERIFF'S ACCOUNTING SPECIALIST I  
SHERIFF'S ACCOUNTING SPECIALIST II  
SHERIFF'S ACCOUNTING SPECIALIST III  
LEGAL SECRETARY II  
SHERIFF'S SUPPORT SPECIALIST I  
SHERIFF'S SUPPORT SPECIALIST II  
SHERIFF'S SUPPORT SPECIALIST III  
SHERIFF'S SUPPORT SPECIALIST SUPERVISOR  
SHERIFF'S HEALTH & SAFETY COORDINATOR

**EXHIBIT B**

**SALARY SCHEDULES**

**CLARK COUNTY SHERIFF'S OFFICE SUPPORT GUILD**

**WAGE SCHEDULE 2013**

**2013(effective January 1, 2013)**

2013      1.75%      Increase

Table	Rg.	Title	1	2	3	4	5	6	7	8	9	10	11
SC	347	Sheriff's Support Specialist I	13.54	13.85	14.16	14.55	14.93	15.29	15.64	16.04	16.43	16.85	17.26
SC	347L	Sheriff's Support Specialist I (Longevity)	13.95	14.27	14.58	14.98	15.38	15.74	16.11	16.52	16.92	17.35	17.78
SC	349	Sheriff's Accounting Specialist I	14.93	15.29	15.64	16.04	16.43	16.85	17.26	17.70	18.14	18.59	19.03
SC	349L	Sheriff's Accounting Specialist I (Longevity)	15.38	15.74	16.11	16.52	16.92	17.35	17.78	18.23	18.68	19.14	19.60
SC	350	Sheriff's Support Specialist II	15.64	16.04	16.43	16.85	17.26	17.70	18.14	18.59	19.03	19.52	20.00
SC	350L	Sheriff's Support Specialist II (Longevity)	16.11	16.52	16.92	17.35	17.78	18.23	18.68	19.14	19.60	20.10	20.60
SC	351	Sheriff's Accounting Specialist II	16.43	16.85	17.26	17.70	18.14	18.59	19.03	19.52	20.00	20.48	20.95
SC	351L	Sheriff's Accounting Specialist II (Longevity)	16.92	17.35	17.78	18.23	18.68	19.14	19.60	20.10	20.60	21.09	21.58
SC	352	Logistics Assistant	17.26	17.70	18.14	18.59	19.03	19.52	20.00	20.48	20.95	21.49	22.02
SC	352L	Logistics Assistant (Longevity)	17.78	18.23	18.68	19.14	19.60	20.10	20.60	21.09	21.58	22.13	22.68
SC	352	Sheriff's Support Specialist III	17.26	17.70	18.14	18.59	19.03	19.52	20.00	20.48	20.95	21.49	22.02
SC	352L	Sheriff's Support Specialist III (Longevity)	17.78	18.23	18.68	19.14	19.60	20.10	20.60	21.09	21.58	22.13	22.68
SC	353	Legal Secretary II	18.14	18.59	19.03	19.52	20.00	20.48	20.95	21.49	22.02	22.58	23.14
SC	353L	Legal Secretary II (Longevity)	18.68	19.14	19.60	20.10	20.60	21.09	21.58	22.13	22.68	23.26	23.83
SC	353	Sheriff's Accounting Specialist III	18.14	18.59	19.03	19.52	20.00	20.48	20.95	21.49	22.02	22.58	23.14
SC	353L	Sheriff's Accounting Specialist III (Longevity)	18.68	19.14	19.60	20.10	20.60	21.09	21.58	22.13	22.68	23.26	23.83
SC	358	Crime Analyst	23.14	23.72	24.29	24.90	25.50	26.14	26.78	27.45	28.11	28.83	29.55
SC	358L	Crime Analyst (Longevity)	23.83	24.43	25.02	25.64	26.27	26.92	27.58	28.27	28.95	29.69	30.44
SC	359	Sheriff's Health & Safety Coordinator	24.29	24.90	25.50	26.14	26.78	27.45	28.11	28.83	29.55	30.28	31.01
SC	359L	Sheriff's Health & Safety Coordinator (Longevity)	25.02	25.64	26.27	26.92	27.58	28.27	28.95	29.69	30.44	31.19	31.94
SC	360	Civil Division Supervisor	25.50	26.14	26.78	27.45	28.11	28.83	29.55	30.28	31.01	31.80	32.58
SC	360L	Civil Division Supervisor (Longevity)	26.27	26.92	27.58	28.27	28.95	29.69	30.44	31.19	31.94	32.75	33.56
SC	368	Food Services Coordinator	17.70	18.12	18.54	19.03	19.51	19.98	20.44	20.98	21.51	22.04	22.56
SC	368L	Food Services Coordinator (Longevity)	18.23	18.66	19.10	19.60	20.10	20.57	21.05	21.60	22.16	22.70	23.24
SC	368	Jail Industries Coordinator	17.70	18.12	18.54	19.03	19.51	19.98	20.44	20.98	21.51	22.04	22.56
SC	368L	Jail Industries Coordinator (Longevity)	18.23	18.66	19.10	19.60	20.10	20.57	21.05	21.60	22.16	22.70	23.24
SC	370	Food Services Coordinator, Sr.	19.51	19.98	20.44	20.98	21.51	22.04	22.56	23.12	23.68	24.29	24.89
SC	370L	Food Services Coordinator, Sr. (Longevity)	20.10	20.57	21.05	21.60	22.16	22.70	23.24	23.81	24.39	25.01	25.64
SC	372	Jail Industries Supervisor	21.51	22.04	22.56	23.12	23.68	24.29	24.89	25.51	26.12	26.77	27.42
SC	372L	Jail Industries Supervisor (Longevity)	22.16	22.70	23.24	23.81	24.39	25.01	25.64	26.27	26.90	27.57	28.24
SC	375	Cadet	12.20	12.51	12.81	13.15	13.48	13.80	14.11	14.48	14.84	15.22	15.59
SC	375L	Cadet (Longevity)	12.57	12.88	13.19	13.54	13.88	14.21	14.53	14.91	15.29	15.67	16.06
SC	700	Sheriff's Support Spec. Supervisor	20.40	20.89	21.37	21.92	22.47	23.04	23.60	24.19	24.77	25.40	26.02
SC	700L	Sheriff's Support Spec. Supervisor (Longevity)	21.01	21.51	22.01	22.58	23.14	23.73	24.31	24.91	25.51	26.16	26.80
SC	800	Property Technician	17.23	17.67	18.10	18.57	19.03	19.49	19.95	20.46	20.97	21.47	21.97
SC	800L	Property Technician (Longevity)	17.75	18.19	18.64	19.12	19.60	20.07	20.55	21.07	21.60	22.11	22.63

2014		2.00% Increase											
Table	Rg.	Title	1	2	3	4	5	6	7	8	9	10	11
SC	347	Sheriff's Support Specialist I	13.81	14.13	14.44	14.84	15.23	15.59	15.95	16.36	16.76	17.18	17.61
SC	347L	Sheriff's Support Specialist I (Longevity)	14.22	14.55	14.87	15.29	15.69	16.06	16.43	16.85	17.26	17.70	18.14
SC	349	Sheriff's Accounting Specialist I	15.23	15.59	15.95	16.36	16.76	17.18	17.61	18.05	18.50	18.96	19.41
SC	349L	Sheriff's Accounting Specialist I (Longevity)	15.69	16.06	16.43	16.85	17.26	17.70	18.14	18.59	19.06	19.53	19.99
SC	350	Sheriff's Support Specialist II	15.95	16.36	16.76	17.18	17.61	18.05	18.50	18.96	19.41	19.91	20.40
SC	350L	Sheriff's Support Specialist II (Longevity)	16.43	16.85	17.26	17.70	18.14	18.59	19.06	19.53	19.99	20.51	21.01
SC	351	Sheriff's Accounting Specialist II	16.76	17.18	17.61	18.05	18.50	18.96	19.41	19.91	20.40	20.88	21.37
SC	351L	Sheriff's Accounting Specialist II (Longevity)	17.26	17.70	18.14	18.59	19.06	19.53	19.99	20.51	21.01	21.51	22.01
SC	352	Logistics Assistant	17.61	18.05	18.50	18.96	19.41	19.91	20.40	20.88	21.37	21.91	22.46
SC	352L	Logistics Assistant (Longevity)	18.14	18.59	19.06	19.53	19.99	20.51	21.01	21.51	22.01	22.57	23.13
SC	352	Sheriff's Support Specialist III	17.61	18.05	18.50	18.96	19.41	19.91	20.40	20.88	21.37	21.91	22.46
SC	352L	Sheriff's Support Specialist III (Longevity)	18.14	18.59	19.06	19.53	19.99	20.51	21.01	21.51	22.01	22.57	23.13
SC	353	Legal Secretary II	18.50	18.96	19.41	19.91	20.40	20.88	21.37	21.91	22.46	23.03	23.60
SC	353L	Legal Secretary II (Longevity)	19.06	19.53	19.99	20.51	21.01	21.51	22.01	22.57	23.13	23.72	24.31
SC	353	Sheriff's Accounting Specialist III	18.50	18.96	19.41	19.91	20.40	20.88	21.37	21.91	22.46	23.03	23.60
SC	353L	Sheriff's Accounting Specialist III (Longevity)	19.06	19.53	19.99	20.51	21.01	21.51	22.01	22.57	23.13	23.72	24.31
SC	358	Crime Analyst	23.60	24.19	24.78	25.39	26.01	26.66	27.32	27.99	28.67	29.41	30.14
SC	358L	Crime Analyst (Longevity)	24.31	24.92	25.52	26.15	26.79	27.46	28.14	28.83	29.53	30.29	31.04
SC	359	Sheriff's Health & Safety Coordinator	24.78	25.39	26.01	26.66	27.32	27.99	28.67	29.41	30.14	30.89	31.63
SC	359L	Sheriff's Health & Safety Coordinator (Longevity)	25.52	26.15	26.79	27.46	28.14	28.83	29.53	30.29	31.04	31.82	32.58
SC	360	Civil Division Supervisor	26.01	26.66	27.32	27.99	28.67	29.41	30.14	30.89	31.63	32.43	33.23
SC	360L	Civil Division Supervisor (Longevity)	26.79	27.46	28.14	28.83	29.53	30.29	31.04	31.82	32.58	33.40	34.23
SC	368	Food Services Coordinator	18.05	18.48	18.91	19.41	19.90	20.37	20.85	21.39	21.94	22.48	23.01
SC	368L	Food Services Coordinator (Longevity)	18.59	19.03	19.48	19.99	20.50	20.98	21.48	22.03	22.60	23.15	23.70
SC	368	Jail Industries Coordinator	18.05	18.48	18.91	19.41	19.90	20.37	20.85	21.39	21.94	22.48	23.01
SC	368L	Jail Industries Coordinator (Longevity)	18.59	19.03	19.48	19.99	20.50	20.98	21.48	22.03	22.60	23.15	23.70
SC	370	Food Services Coordinator, Sr.	19.90	20.37	20.85	21.39	21.94	22.48	23.01	23.58	24.15	24.77	25.39
SC	370L	Food Services Coordinator, Sr. (Longevity)	20.50	20.98	21.48	22.03	22.60	23.15	23.70	24.29	24.87	25.51	26.15
SC	372	Jail Industries Supervisor	21.94	22.48	23.01	23.58	24.15	24.77	25.39	26.02	26.64	27.31	27.97
SC	372L	Jail Industries Supervisor (Longevity)	22.60	23.15	23.70	24.29	24.87	25.51	26.15	26.80	27.44	28.13	28.81
SC	375	Cadet	12.44	12.76	13.07	13.41	13.75	14.07	14.39	14.76	15.14	15.52	15.90
SC	375L	Cadet (Longevity)	12.81	13.14	13.46	13.81	14.16	14.49	14.82	15.20	15.59	15.99	16.38
SC	700	Sheriff's Support Spec. Supervisor	20.81	21.30	21.80	22.36	22.92	23.50	24.07	24.67	25.27	25.90	26.54
SC	700L	Sheriff's Support Spec. Supervisor (Longevity)	21.43	21.94	22.45	23.03	23.61	24.21	24.79	25.41	26.03	26.68	27.34
SC	800	Property Technician	17.57	18.02	18.46	18.94	19.41	19.88	20.35	20.87	21.39	21.90	22.41
SC	800L	Property Technician (Longevity)	18.10	18.56	19.01	19.51	19.99	20.48	20.96	21.50	22.03	22.56	23.08

2015		2.00% Increase											
Table	Rg.	Title	1	2	3	4	5	6	7	8	9	10	11
SC	347	Sheriff's Support Specialist I	14.09	14.41	14.73	15.14	15.53	15.90	16.27	16.69	17.10	17.52	17.96
SC	347L	Sheriff's Support Specialist I (Longevity)	14.51	14.84	15.17	15.59	16.00	16.38	16.76	17.19	17.61	18.05	18.50
SC	349	Sheriff's Accounting Specialist I	15.53	15.90	16.27	16.69	17.10	17.52	17.96	18.41	18.87	19.34	19.80
SC	349L	Sheriff's Accounting Specialist I (Longevity)	16.00	16.38	16.76	17.19	17.61	18.05	18.50	18.96	19.44	19.92	20.39
SC	350	Sheriff's Support Specialist II	16.27	16.69	17.10	17.52	17.96	18.41	18.87	19.34	19.80	20.31	20.81
SC	350L	Sheriff's Support Specialist II (Longevity)	16.76	17.19	17.61	18.05	18.50	18.96	19.44	19.92	20.39	20.92	21.43
SC	351	Sheriff's Accounting Specialist II	17.10	17.52	17.96	18.41	18.87	19.34	19.80	20.31	20.81	21.30	21.80
SC	351L	Sheriff's Accounting Specialist II (Longevity)	17.61	18.05	18.50	18.96	19.44	19.92	20.39	20.92	21.43	21.94	22.45
SC	352	Logistics Assistant	17.96	18.41	18.87	19.34	19.80	20.31	20.81	21.30	21.80	22.35	22.91
SC	352L	Logistics Assistant (Longevity)	18.50	18.96	19.44	19.92	20.39	20.92	21.43	21.94	22.45	23.02	23.60
SC	352	Sheriff's Support Specialist III	17.96	18.41	18.87	19.34	19.80	20.31	20.81	21.30	21.80	22.35	22.91
SC	352L	Sheriff's Support Specialist III (Longevity)	18.50	18.96	19.44	19.92	20.39	20.92	21.43	21.94	22.45	23.02	23.60
SC	353	Legal Secretary II	18.87	19.34	19.80	20.31	20.81	21.30	21.80	22.35	22.91	23.49	24.07
SC	353L	Legal Secretary II (Longevity)	19.44	19.92	20.39	20.92	21.43	21.94	22.45	23.02	23.60	24.19	24.79
SC	353	Sheriff's Accounting Specialist III	18.87	19.34	19.80	20.31	20.81	21.30	21.80	22.35	22.91	23.49	24.07
SC	353L	Sheriff's Accounting Specialist III (Longevity)	19.44	19.92	20.39	20.92	21.43	21.94	22.45	23.02	23.60	24.19	24.79
SC	358	Crime Analyst	24.07	24.67	25.28	25.90	26.53	27.19	27.87	28.55	29.24	30.00	30.74
SC	358L	Crime Analyst (Longevity)	24.79	25.41	26.04	26.68	27.33	28.01	28.71	29.41	30.12	30.90	31.66
SC	359	Sheriff's Health & Safety Coordinator	25.28	25.90	26.53	27.19	27.87	28.55	29.24	30.00	30.74	31.51	32.26
SC	359L	Sheriff's Health & Safety Coordinator (Longevity)	26.04	26.68	27.33	28.01	28.71	29.41	30.12	30.90	31.66	32.46	33.23
SC	360	Civil Division Supervisor	26.53	27.19	27.87	28.55	29.24	30.00	30.74	31.51	32.26	33.08	33.89
SC	360L	Civil Division Supervisor (Longevity)	27.33	28.01	28.71	29.41	30.12	30.90	31.66	32.46	33.23	34.07	34.91
SC	368	Food Services Coordinator	18.41	18.85	19.29	19.80	20.30	20.78	21.27	21.82	22.38	22.93	23.47
SC	368L	Food Services Coordinator (Longevity)	18.96	19.42	19.87	20.39	20.91	21.40	21.91	22.47	23.05	23.62	24.17
SC	368	Jail Industries Coordinator	18.41	18.85	19.29	19.80	20.30	20.78	21.27	21.82	22.38	22.93	23.47
SC	368L	Jail Industries Coordinator (Longevity)	18.96	19.42	19.87	20.39	20.91	21.40	21.91	22.47	23.05	23.62	24.17
SC	370	Food Services Coordinator, Sr.	20.30	20.78	21.27	21.82	22.38	22.93	23.47	24.05	24.63	25.27	25.90
SC	370L	Food Services Coordinator, Sr. (Longevity)	20.91	21.40	21.91	22.47	23.05	23.62	24.17	24.77	25.37	26.03	26.68
SC	372	Jail Industries Supervisor	22.38	22.93	23.47	24.05	24.63	25.27	25.90	26.54	27.17	27.86	28.53
SC	372L	Jail Industries Supervisor (Longevity)	23.05	23.62	24.17	24.77	25.37	26.03	26.68	27.34	27.99	28.70	29.39
SC	375	Cadet	12.69	13.02	13.33	13.68	14.03	14.35	14.68	15.06	15.44	15.83	16.22
SC	375L	Cadet (Longevity)	13.07	13.41	13.73	14.09	14.45	14.78	15.12	15.51	15.90	16.30	16.71
SC	700	Sheriff's Support Spec. Supervisor	21.23	21.73	22.24	22.81	23.38	23.97	24.55	25.16	25.78	26.42	27.07
SC	700L	Sheriff's Support Spec. Supervisor (Longevity)	21.87	22.38	22.91	23.49	24.08	24.69	25.29	25.91	26.55	27.21	27.88
SC	800	Property Technician	17.92	18.38	18.83	19.32	19.80	20.28	20.76	21.29	21.82	22.34	22.86
SC	800L	Property Technician (Longevity)	18.46	18.93	19.39	19.90	20.39	20.89	21.38	21.93	22.47	23.01	23.55

EXHIBIT C

CLARK COUNTY SHERIFF'S OFFICE SUPPORT GUILD

DUES DEDUCTION AUTHORIZATION FORM

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

Department \_\_\_\_\_ Employee ID No.: \_\_\_\_\_

Effective Hire Date : \_\_\_\_\_

Means of Appointment:

New Hire  Other

I am a Cadet working as a .5 FTE, Guild deductions need to be adjusted proportionately.

Religious Tenets Exemption. Donation to charitable organization (separate form required).

Monthly dues:

1.33% of base salary for full time-part-time/permanent employees.\*

\* All employees will pay a minimum of \$22.00 monthly to cover cost of retainer. It will be the responsibility of the employee to be sure the minimum amount of dues has been deducted from their payroll.

If the employee is off and in a no-pay status, the responsibility of the minimum monthly dues must be paid to the treasurer of the Guild to avoid any lapse in their Guild coverage.

Payroll Deduction Authorization:

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

Employee Signature \_\_\_\_\_ Date \_\_\_\_\_

PSN: \_\_\_\_\_

Payroll Only: Employee #: \_\_\_\_\_ Implemented Payroll \_\_\_\_\_ Initials/Date: \_\_\_\_\_

**EXHIBIT D**

**PAID DAYS OFF (PDO) ACCRUAL RATES**

Sheriff's Office Support Unit – Paid Days Off

The following table is for Sheriff's Office Support Unit employees hired before January 1, 1985.

<b>Employees Hired Before 01/01/85</b>							
<b>Years of Service</b>	<b>Hours per Month</b>	<b>Hours per Year</b>	<b>Days per Year</b>	<b>Vacation Portion</b>	<b>Maximum Hrs. 1998</b>	<b>Maximum Hrs. 1999</b>	<b>Maximum Hrs. 2000</b>
14	25.34	308	38	22	410	410	385
16	27.34	328	41	25	436	436	410
21	29.34	352	44	28	468	468	440

## **EXHIBIT E**

### **SUBSTANCE ABUSE FREE ENVIRONMENT**

#### **1.0 Statement of Principle:**

The Clark County Sheriff's Office and the Clark County Sheriff's Office Support Guild, in keeping with the provisions of the Drug-Free Workplaces Act of 1988, are committed to providing and maintaining a substance abuse-free working environment for the safety, physical and mental health of all employees and the public whom we serve.

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

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

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

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

#### **2.0 Covered Classifications:**

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

#### **3.0 Drug or Alcohol Tests Required:**

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

- a. Direct observation of drug use or possession and/or
- b. Direct observation of the physical symptoms of being under the influence of a drug, such as motor functions or speech, abnormal conduct or erratic behavior and/or
- c. An on-the-job accident resulting in an injury to the employee or others requiring medical attention beyond first aid and/or results in \$700 (or the current WASP threshold for Vehicle Collision Reports) or more in property damage to county or others' property and/or

- d. On-the-job behavior that indicates employee impairment that endangers the employee or others or risks significant property damage to county or others' property and/or
- e. Evidence that the employee tampered with a previous drug test and/or
- f. The opinion of a medical/substance abuse/chemical dependency professional that an employee is using an illegal controlled substance and/or
- g. Mishandled/Missing Evidence. When evidence is determined to have been mishandled and/or missing.

When controlled substance evidence is either mishandled and/or determined to be missing, all parties involved in the chain of custody and/or who had access to the material shall be drug tested no sooner than 48 hours and not longer than 96 hours following detection by management. A good faith effort to review the evidence handling will be conducted in order to determine who had reasonable access prior to determining who should be tested.

Management agrees to conduct a reasonable search for the missing substance(s) prior to scheduling drug testing for involved parties.

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

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

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

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

**Refusal to test includes:**

- Refusal to take a drug or alcohol test
- Tampering with or attempting to adulterate the specimen or collection procedure
- Leaving the scene of an accident or incident without a valid reason before testing
- Providing false or inaccurate information

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

**5.0.1 Drug Testing:** Specimen collection for drug testing will conform to the standards of 49CFR part 40 to maintain documented chain of custody and assure sample reliability. Drug test collections will be conducted 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.
- Prior to testing, the donor shall be provided the opportunity to list to the testing lab substances currently being used by the employee that may impact the test results. The failure of an employee to accurately list all such substances may not be the basis for disciplinary action against the donor. This list, and all documents and information concerning drug testing, shall remain confidential pursuant to this policy.
- The donor will be asked to present picture identification to the collection site person.
- The donor will check belongings and remove unnecessary outer garments.
- Donor will wash hands, take the collection cup and enter the privacy enclosure to collect at least forty-five (45) milliliters of specimen unobserved.
- The collector records the temperature of the specimen.
- The collector will split the specimen into two bottles.
- The collector will label and seal both bottles in front of the donor.
- The custody and control form will be completed, transferring custody from the donor through the collector to the laboratory courier.
- The split specimen will be placed in secure storage until shipped for analysis.

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

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

	Initial	Confirmation
Marijuana and metabolites	50 ng/ml	15 ng/ml
Cocaine and metabolites	150 ng/ml	100 ng/ml
Amphetamines and metabolites	500 ng/ml	250 ng/ml
Opiates	2000 ng/ml	2000 ng/ml
Phencyclidine (PCP)	25 ng/ml	25 ng/ml

**5.0.2 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 shall conduct an airblank test prior to the initial test which must read 0.00 to proceed.
- The BAT will open a sealed disposable mouthpiece in view of the employee and attach it to the EBT device for a screening test.
- The employee will blow forcefully into the mouthpiece and be shown the result.
- If the test result is less than .04 the test will be recorded as negative.
- If the initial test indicates an alcohol concentration of .04 or greater, a second confirmatory test will be conducted at least 15 minutes, but not more than 20 minutes, after the initial test.
- Before the confirmatory test is conducted, the BAT shall conduct an airblank test which must read 0.00 to proceed.
- The confirmatory test will be conducted using the same procedures as the screening test with the exception of the post-test airblank.
- If the result of the confirmatory test is less than .04 then the test will be recorded as negative and be 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 which shall be conducted at least every 90 days by qualified personnel, the security of the testing site and EBT device which shall be maintained at all times by County designated personnel, and the strict testing procedures required to produce a valid test.

## 6.0 Positive Test Results:

An employee who tested .04 or greater for alcohol on a confirmatory test or tests positive on a confirmatory drug test will be removed from the performance of his/her job, and evaluated by a substance abuse professional.

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

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

## **7.0 Pay Status:**

If an employee is removed from his/her job prior to or during an investigation, they shall be placed on Administrative Leave and in a paid status pending outcome of the investigation and Loudermill hearing.

An employee may substitute any available vacation, floating holiday or comp time while in a non-pay status.

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

## **8.0 Return to Duty and Follow-up Testing:**

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

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

## **9.0 Employee Rights and Responsibilities:**

The County will keep all testing results confidential.

If at any point the results of the testing procedures specified in the Drug & Alcohol Testing Processes section of this 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.

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

An employee not designated "on-call" and requested to report to work shall inform their supervisor of any inability to work due to the consumption of alcohol or drugs which may impair

the employee's ability to safely perform his/her job. Under this Section, an employee will not be subject to discipline for advising the employee's supervisor of his/her inability to work.

All employees who must use a prescription drug medication that is causing or is resulting 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. The employee shall inform their supervisor how long the adverse side effects may affect the employee but the employee is not required to disclose to their supervisor the name of the medication or the reason that the employee has been prescribed the medication. If the prescription medication use could cause productivity or safety problems, a supervisor may grant the employee sick leave or temporarily assign the employee different duties, if available.

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

### **10.0 Education and Training:**

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

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

### **11.0 Record Retention:**

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

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

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

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

## **12.0 Laws & Regulations:**

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

## **EXHIBIT F**

**Memorandum of Agreement (MOA)  
By and between  
Clark County and the Clark County Sheriff's Office (County)  
And the  
Clark County Sheriff's Office Support Guild (Guild)  
Re: Sub-Contracting of Guild Work (Cleaning/Janitor)**

Whereas, the County and the Guild are parties to a collective bargaining agreement (CBA) that includes wages, hours and working conditions for a classification that handles logistics, cleaning and janitorial functions for SECURE and NON-SECURE areas of the Sheriff's Office throughout the County; and

Whereas, the County has limited financial resources and personnel resources to provide the services listed above; and

Whereas, the County approached the Guild about entering into the sub-contracting of cleaning and/or janitorial work of NON-SECURE areas of the Sheriff's Office throughout the County; and

Whereas, the cleaning and janitorial work associated with NON-SECURE areas of the Sheriff's Office throughout the County is the work of the Guild, and

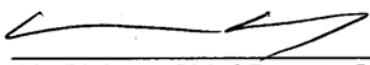
Whereas, the parties met and consulted about the use of private-contract labor to perform the cleaning and/or janitorial functions in the NON-SECURE areas of the Sheriff's Office facilities.

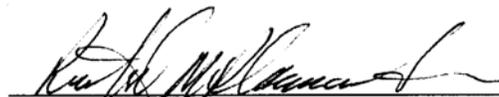
Now therefore, the parties agree as follows:

1. The Guild has been notified the County/Sheriff's Office is entering into an agreement with a private-contractor sub-contract agreement to perform cleaning and janitorial work in the NON-SECURE areas of the Sheriff's Office throughout the County. These NON-SECURE areas are not behind the "Bright Line" that is the secure, double door (jail sally port) portions of the Sheriff's Office or areas in the Sheriff's Office where evidence and weapons are available without the aid of gaining access through a locked storage area (i.e. evidence lockers/gun lockers).
2. It is further agreed that the areas behind the "Bright Line" and all jail facilities under administration of the Sheriff of Clark County, present and future, to include the JWC, are and will remain the responsibility of the Guild.
3. All private-contractor sub-contract employees who are hired to perform duties pursuant to this MOA will have a background check consistent with public information as defined by the Revised Code of Washington.

4. We mutually agree that the employees who are hired to perform the duties of this cleaning contract, in areas such as the Records Division, will meet the criteria of contract employee's background checks consistent with regulations outlined by the FBI (Federal Bureau of Investigations) CJIS (Criminal Justice Information Systems) security orders and protocols.
5. The contract between the County and private contractor will have written termination, expiration and renewal language consistent with county policy and Revised Code of Washington. Between ninety (90) and sixty (60) days prior to the end of each year of the agreement between the County and the private-contractor, the Guild may revisit and consult on this issue with the County. This requirement does not prohibit the use of the Labor Relations Team meetings to bring issues to management attention and request for resolution during the calendar year.
6. A copy of any and all agreements between the County and the private-contractor, related to the matters set forth in this MOA, will be provided to the Guild, within ten (10) working days of receipt by the County.

IT IS AGREED, this.

 3/17 12/18/06  
\_\_\_\_\_  
Ric Bishop, Chief Deputy-Support Services  
Clark County Sheriff's Office

 12-20-06  
\_\_\_\_\_  
Rick Plamondon, SOSG President

## EXHIBIT G

### **Memorandum of Understanding**

*Records Unit Supervisory Coverage*

between

Sheriff's Office Support Guild

&

Clark County Sheriff's Office

#### **Goal**

Daily guidance, training and problem resolution for employees participating in shift work in the Records Division of the Clark County Sheriff's Office (CCSO) while still allowing represented supervisory employees earned PDO (vacation or time off).

#### **Acknowledgment**

It is acknowledged and agreed by management of the Clark County Sheriff's Office and the Clark County Support Office Support Guild (SOG) that a supervisory presence is required, on a daily basis to perform basic supervisory functions, including but not limited to approving of time off; updating schedule; addressing employee concerns or disagreements and providing leadership. It is also acknowledged the practical application of this principle is not possible, while still allowing PDO's (Paid Days Off) for supervisory staff.

#### **Agreement**

In order to provide supervisory support for employees represented by SOG in the CCSO Records Division, yet provide supervisors with PDO's, it is agreed by the CCSO Management and SOG that one supervisor will be scheduled in a 24 hour period each calendar day of the year. The 24 hour period is defined as commencing at 12:00am and ending at 11:59pm. If two supervisors or more submit for the same time off during the annual vacation bid, the supervisor(s) with the greater seniority (as defined by article 17.1.1 of the current) will be granted the time off consistent with the established minimum supervisory staffing level for the shift. If no supervisor is scheduled (due to illness or other unforeseen circumstances, a Work Out of Class (WOOC) will be assigned, consistent with the current CBA.

All WOOC's shall have supervisory authority as defined by CCSO General Order 1.07, which currently reads:

**SERGEANTS:**

Sergeants are designated as the first-line supervisors of the Sheriff's Office and are generally assigned to supervise Sections; the major component of Division. Sergeants direct the activities of personnel within their respective units or on their respective shifts.

**SUPERVISOR:**

Supervisors are the civilian equivalent of Sergeants with the Sheriff's Office and are generally assigned to supervise Sections; the major component of Divisions. Supervisors direct the activities of personnel within their respective units or on their respective shifts. Supervisors hold the same authority as Sergeant in all aspects with the exception of direct control of law enforcement or custody operations.

**ACTING SERGEANTS:**

Acting Sergeants will be subordinate to a Section's first line supervisor and will assume command of their shift in the absence of the Sergeant or the Supervisor. They will carry out duties as predetermined by the Sheriff and report all matters of importance to their immediate supervisor.

**For the Clark County Sheriff's Office**

**Date**

  
\_\_\_\_\_  
Ric Bishop, Chief Civil Deputy

10 / 10 / 06

**For the Sheriff's Support Guild**

**Date**

  
\_\_\_\_\_  
Rick Plamondon, Guild President

10 / 11 / 06

## EXHIBIT H

### MEMORANDUM OF UNDERSTANDING REGARDING HEALTHCARE BENEFITS

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

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

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

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

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

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

- The Committee shall research and make decisions about the structure, coverage, design, and plans, excluding eligibility, of medical, vision and dental insurances provided to employees.
  - \* Any modifications shall not need further ratification by the bargaining units. Any such modifications must be keeping with the spirit of this MOU as originally created.
- The Committee will be responsible to ensure plan design encompasses federal and state laws.
- [In consideration of the provisions of the Affordable Care Act], a High Deductible Health Plan (HDHP) with a Health Savings Account (HSA) will be included as an additional voluntary plan option no later than January 1, 2014. The particular design elements will be the responsibility of the Committee.
- The Committee shall determine the cost distribution for the payment of insurance premiums between that portion contributed by the County and that which may be contributed by the employee.
- The Committee shall meet on County time but the County shall not be required to pay overtime to any member due to the scheduling of daytime meetings outside some members' normal work shifts. Committee members meeting outside of their regularly scheduled shift will be permitted to flex or adjust schedules if possible to accommodate meeting attendance.

- As the last item on its agenda, the Committee shall draft and publish an update of the meeting.
- Departments within the County will promptly provide all requested information about insurance that is in the possession of the Departments.
- The Committee will set meeting dates as determined necessary.

**Budget for the Committee:** The County’s financial commitment to funding healthcare benefits shall be limited to the per employee per month (pepm) budget formulas identified below.

Year	Per Employee Per Month.
2013	\$1,338
2014	\$1,365
2015	\$1,392

- Employees will be responsible for contributing 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 excess cost on a 50/50 basis.

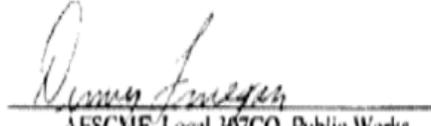
**Decision making:**

- The Committee may choose to work with a Mediator. The Mediator shall not be a voting member of the Committee. However, if the Healthcare Committee is unable to reach a decision for any benefit year by October 1st, the Mediator shall direct a solution. Such solution shall be binding on all parties to this Memorandum of Understanding. The Mediator’s solution shall be within the parameters outlined above, based upon her/his understanding of the positions of the parties gained through the mediation process. Therefore a formal hearing shall not be necessary.
- If any costs are attached to the mediator’s work they shall be paid as follows: Clark County 50%; the remaining fees shall be divided equally among the participating units.

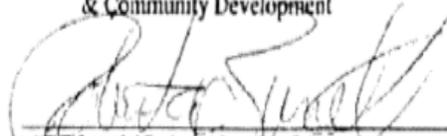
This MOU is covered under the grievance provisions of the collective bargaining agreements for purposes of the parties' compliance with the terms and conditions contained herein.

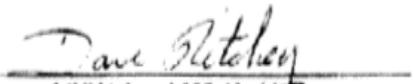
This MOU shall expire December 31, 2015.

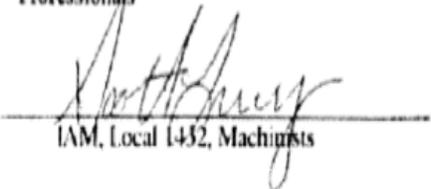
  
OPEIU Local 11, Office & Professional Employees

  
AFSCME, Local 307CO, Public Works & Community Development

PTE Local 17, Engineers & Other Professionals

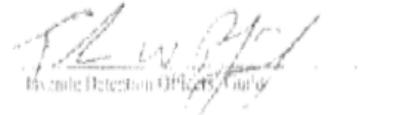
  
PTE Local 17, Appraisers & Other Professionals

  
LIUNA Local 335, Health Care Division

  
IAM, Local 1452, Machinists

  
Sheriff's Administrator's Guild

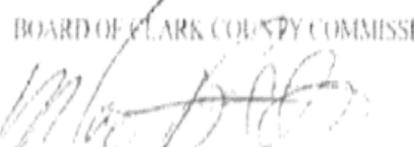
Information Technology Guild

  
Inmate Detection Officers Guild

  
Sheriff's Office Support Guild

  
Francine M. Reis, Human Resources Director

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

BOARD OF CLARK COUNTY COMMISSIONERS  
  
Marc Boldt, Chair

CRESA, Clark County Dispatchers Guild