

**AGREEMENT**

**BETWEEN**

**LOCAL 1432**

**INTERNATIONAL ASSOCIATION OF MACHINISTS AND  
AEROSPACE WORKERS, DISTRICT LODGE 24, AFL-CIO**

**AND**

**CLARK COUNTY, WASHINGTON**

**JULY 1, 2018 - JUNE 30, 2021**

**EXHIBITS AND APPENDICES**

Exhibit A: Salary Schedules and Represented Classifications

Appendix A: Memorandum of Understanding – Healthcare Committee





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## ARTICLE 1. RECOGNITION

**1.1 Parties.** This Agreement is between Clark County, Washington, hereinafter referred to as the County, and the Union 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 Union as the exclusive collective bargaining representative.

**1.2 Exclusive Representative.** The County hereby recognizes Machinists District 24 – Local 1432 as the exclusive bargaining representative for the purposes stated in Ch. 41.56 RCW of all regular full-time and regular part-time employees employed within the classifications listed in Exhibit A to this Agreement and employed in the Department of Public Works – Equipment Services Section. For the purposes of recognition, “regular” employees includes those occupying budgeted positions and working a regular schedule of 1,040 hours or more in any calendar year. The Union shall exclude all elected, confidential, supervisory (except that lead supervisors shall be included) temporary and part-time (less than 1,040 hours per year) employees.

## **ARTICLE 2. NON DISCRIMINATION**

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

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

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

**3.1 Maintenance of Membership.** 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 if they voluntarily elect to be a dues paying member.

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

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

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

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

## ARTICLE 4. MANAGEMENT RIGHTS

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

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

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

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

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

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

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

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

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

**4.3 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 Manager and notice to the Union, or for up to 2,080 hours upon mutual agreement of the Union and the County. The County will notify the Union quarterly of the number and identity, date of hire, classification and department of temporary employees.

**4.4 Project Employees.** The County may employ project employees for long term but limited duration projects for up to eighteen (18) months on a full time basis. Project employees shall receive full benefits but shall otherwise be excluded from the provisions of this Agreement and



shall not be entitled to bump or displace covered employees when laid off at the conclusion of the project.

**4.5 Use of Alternative Workers and Non-Bargaining Unit Personnel.** The County may, in its discretion, make use of various alternative workers for rehabilitative, societal or other purposes including volunteers, offenders, youth programs, interns, senior citizens, welfare recipients and the disabled or 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. The parties affirm the principle that alternative workers should be used as a supplement to and not in place of bargaining unit members.

**4.6 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 Union and its representatives.

**4.7 Performance Evaluation.** The County retains the right to evaluate employees including the use or modification of performance appraisal programs. The County agrees to provide for employee and union input on the development of any new appraisal form or system or a substantial change to forms or systems now in use.

The parties further agree to the following elements of a performance appraisal system:

- a. The purpose of performance evaluations is to promote communication between the employees, their supervisor and the department head.
- b. The County may establish or revise procedures and forms for performance evaluations, so long as such procedures and/or forms are reasonable. Peer evaluations shall not be utilized except that employees in lead positions shall be expected to provide input on evaluations of employees under their lead.
- c. Employees may appeal performance evaluations to the reviewer or second (2nd) level signatory. If still unsatisfied they may appeal to the department head. The department head's decisions shall be final.
- d. Performance Evaluations should be used to document previously raised problems and concerns. Except in unusual circumstances, problems not previously raised should not be included in evaluations.
- e. Performance evaluations, including employee comments and reasonable rebuttal materials, shall be included in personnel files. The County shall strictly guard the confidentiality of employees' performance evaluations.

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

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

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

**5.3 Bulletin Boards.** The County shall provide the Union with bulletin boards at reasonable locations for its use in communicating to members.

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

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

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

**5.5 Union Business Leave.** The Union shall be granted two (2) days per year Union Business Leave for use by Officers and stewards for Union conferences and conventions. Additional days off for use by Officers and stewards for the Union, may be granted, utilizing unpaid time for attendance of conferences and training that are longer than two (2) days per year by mutual agreement between Management and the Union.

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

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

## **ARTICLE 7. JOB ASSIGNMENTS AND CLASSIFICATION**

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

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

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

**7.1.3 Alternate Staffing.** Alternate staffing is defined as the budgeting of a position at more than one classification level within a job series. Employees filling alternately staffed positions may be assigned duties at any of the classification levels of the position and shall be eligible for promotion when performing fully satisfactorily at the higher level in the judgment of the department. Classifications which are alternately staffed are listed in the County pay plan.

### **7.2 Reclassification.**

**7.2.1** Job classifications shall be defined by the current class description for each of the job class titles covered by this Agreement. The County may revise and update classifications to reflect current duties and qualifications for each classification. The affected Union shall be provided notice of any substantial changes and afforded the opportunity to bargain the effects of the change with respect to mandatory subjects of bargaining.

**7.2.2** Employees who believe they are misclassified or have been assigned work outside of their current classification must notify their supervisor or manager in writing. If the department agrees that a reclassification is appropriate the supervisor or manager will request a study of the position(s) by Human Resources. If the employee's department disagrees with the request, they shall so notify the employee in writing within thirty (30) days. If the employee still disagrees, they may appeal the decision to the Human Resources Department. The Human Resources Department will notify the employee within sixty (60) days as to whether the position warrants study and an anticipated date for study. The effective date of any change will be the date of the adoption of the study

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

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

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

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

**7.3 Salaries for New/Revised Classifications.** When a new classification is required or a substantial change is made to an existing job classification in the area of an “upward” change in responsibilities or qualifications the County will develop/revise the classification description, proposed salary and proposed bargaining unit assignment. The salary range for the new/revised classification shall be established following County procedures so that the salary of the new class is equitable in comparison to existing bargaining unit classes. The Union shall be provided notice of the allocation and afforded the opportunity to negotiate as to the salary and bargaining unit allocation. The County may change the proposed salary pending negotiations. If the parties agree to a change to the salary/classification, the change shall be retroactive to the County’s original approval date.

## ARTICLE 8. FILLING OF VACANCIES

**8.1 Vacancies and Posting.** Except as otherwise provided herein, job postings to fill new or vacant budgeted full or part-time bargaining unit positions shall be available on the County intra/internet. Employees in good standing who are interested in positions in specific classifications must follow the posting procedures. The filing period shall be a minimum of ten (10) working days unless otherwise agreed. Such notice shall include the classification, salary, description of the duties of the position, qualifications, knowledge, skills and abilities and selection process. Only qualified candidates who apply within the established filing period will receive consideration for such vacancies.

**8.2 Recruitments.** Recruitments shall clearly specify that the recruitment may be used to fill future vacant positions. When a position is posted the pool of qualified candidates may be used to fill multiple current and future vacancies within a classification for up to eighteen (18) months from the final posting date. Employee-candidates within the pool shall be referred to available vacancies based on their overall qualifications as well as specific qualifications, skills and preferences for particular vacancies.

### **8.3 Promotional Opportunities.**

8.3.1 When, in the judgment of the Human Resources Department, sufficient candidates from within the County are qualified, available and interested, the recruitment may be restricted to internal candidates. Promotional recruitments may be further restricted to employees of the Union or department.

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

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

Employees in good standing may apply for promotional opportunities. Employees currently involved in a Performance Improvement Plan, generally ninety (90) days or corrective action plan (discipline which would be a written warning or greater) process will not be permitted to apply for promotional opportunities provided a record of said action is on file in the Human Resources personnel file.

8.3.2 When the selection decision is between external and internal candidates and the qualifications, knowledge, skills, and abilities of the candidates are substantially equal, preference shall be granted to internal candidates, first within the Department, then within the bargaining unit, then other internal candidates.

8.3.3 When the selection decision is between two (2) or more internal candidates within the bargaining unit who are entitled to preference under Section 8.3.2, seniority shall prevail where the qualifications, knowledge, skills, and abilities of the candidates are substantially equal.

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

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

8.4.2 **Demotions.** Voluntary and involuntary (as provided in Article 18) demotions may be made only to vacant and available positions. An employee who, voluntarily demotes, and is under a Performance Improvement Plan (PIP) shall serve a probationary period of not more than three (3) months.

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

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

8.4.5 By conversion of a temporary position or absorption of a position from another entity. Temporary employees may be appointed without a competitive posting with consent of the department head only for the specific position that they held as a temporary employee and if they held that position for a minimum of six (6) months. Converted temporary positions that represent a promotional opportunity for regular employees may not be filled without a competitive posting.

8.4.6 By appointment of the incumbent of a position that has been reclassified (upwards, downwards or laterally) and who meets the criteria required to be continued in the position as provided by Article 7.2.3.

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

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

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

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

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



## ARTICLE 9. WORK HOURS

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

- a. Five (5) consecutive days of eight (8) consecutive hours, excluding lunch periods, followed by two (2) days off.
- b. Four (4) days of ten (10) hours, excluding lunch periods. Such 4-10 schedules shall provide a minimum of two (2) consecutive days off in each seven (7) day workweek.
- c. Four (4) days of nine (9) hours and a day of four (4) hours, excluding lunch periods.
- d. Eight (8) days of nine (9) hours and one day of eight (8) hours, excluding lunch periods, during a two (2) week period.
- e. Other alternative work schedules mutually agreed to, providing there are no inherent additional payroll costs to the County.
- f. Day shifts shall begin between 6:00 AM and 8:30 AM at the employee's regularly assigned work station, except for the Supply Officer, who may start as late as 9:00 AM.
- g. Swing shift shall begin between 2:00 PM and 4:30 PM at the employee's regularly assigned work station.
- h. Graveyard shift shall begin between 10:00 PM and 12:00 PM midnight at the employee's regularly assigned work station.

9.1.1 Employees may be required to work a schedule that includes Saturday as a regular day of work to provide Monday through Saturday coverage if required by another department or division. Notice of going to a Saturday coverage schedule shall be at least thirty (30) days before the schedule is implemented. The County may continue to utilize schedules for which Saturday or Sunday is a regular work day for those work units which operate on a seven (7) day basis and for those classifications for which one or more employees are currently working a shift which includes Saturday or Sunday. The extension of Saturday or Sunday shifts to new classifications or work units requires mutual agreement of the parties.

9.1.2 Except in cases of emergency or other unavoidable circumstances beyond the County's control, changes in the regular work schedule shall be posted at least seven (7) days in advance of the effective date. In other non-routine schedule changes (i.e., mid-year changes not affecting all employees, mutual changes of assignment, etc.), the affected employee(s) shall be notified in writing of the change(s) at least seven (7) days in advance of their effective date. Schedule changes made in non-emergency situations with less than seven (7) days' notice shall result in the payment of overtime for all work

hours outside of the normal shift until the seven (7) day notice period has elapsed unless otherwise mutually agreed by the Employer, affected employee(s), and the Union.

**9.1.3 Alternative Schedules and Changes.** In the event of extreme weather conditions, other than snow or ice, or the personal safety and health of employees, employees may request reduced or changed working hours without a seven (7) day notice of the effective date.

## **9.2 Shift Preferences.**

9.2.1 The County will honor requests for shift preference including the Service Truck position, by seniority provided that the granting of such preference will not interfere with, disrupt or curtail operations, and that the senior employee is qualified. Seniority for shift preference is defined as based on time in the bargaining unit. Employees shall make their requests for shift selection by November 1st of each year and the County will notify employees of the shift selection by December 1st of each year, to be effective on January 1st.

9.2.2 When openings occur, shift selection including the Service Truck position, by seniority shall be permitted, provided that such preference does not interfere with, disrupt or curtail operations, and the senior employee is qualified, except a newly hired employee may be placed on any shift for the purpose of orientation and training, not to exceed the probationary period.

## **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 Union and the County. No work schedule is permitted which would result in the payment of overtime for hours worked during the regular work shift. This Section is intended to address long term or continuing schedule changes.

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

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

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

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

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

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

9.5.4 Accrued vacation, sick leave, holiday hours or floating holiday hours will be prorated according to the number of hours worked (e.g. Job Share partners scheduled to work twenty (20) hours weekly will accrue fifty (50) percent of the earned vacation, sick leave and holiday hours of a full-time employee).

9.5.5 See Article 16 – Insurance in this Agreement for benefits coverage.

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

9.5.7 **Application Procedure.** An employee currently in a full-time position who desires a Job Share arrangement must submit a written proposal to their Department Head.

The proposal should include the following information:

1. Names of employees who will Job Share;
2. Position in which the Job Share is desired;
3. Proposed work schedule for each employee;

4. Proposed method of allocation and coordination of job responsibilities between the Job Share employees;
5. Proposed procedures and routines for ensuring the information flow is maintained and;
6. Proposed division of County insurance benefits.

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

## ARTICLE 10. OVERTIME

### 10.1 Work periods for Overtime Calculation.

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

10.1.2 Other alternatively scheduled work weeks will have an established beginning date and time, from which overtime eligibility is established.

10.1.3 An employee requested to come in to work prior to the regular starting time shall have the option of going home at the end of eight (8), nine (9), or ten (10) hours, being paid at the straight time rate, or working to the end of the regular shift with the additional time at overtime rates, provided the supervisor does not have additional work that is necessary.

**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) in a week or in excess of their eight (8), nine (9), ten (10) hour, or alternatively scheduled daily shift. Except as provided below, the calculation of time worked for overtime purposes shall include paid leave: holidays, floating holidays, vacation, sick leave and comp time used. Overtime will be paid to the nearest quarter (¼) hour.

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

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

**10.3 Compensatory Time Option.** With authorization of the employee, an employee may elect to be compensated for overtime or holiday work in the form of compensatory time off rather than pay. Such election must be made in advance, either on a standing or ad hoc basis. Such compensatory time off may be accumulated to a maximum of eighty (80) hours. Unused

compensatory time shall be paid off at the employee's regular rate at the time of termination or transfer to another department.

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

**10.5 Callback Pay.**

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

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

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

An unscheduled callback is defined as a requirement to return to work from off-duty and off-premises status with less than twelve (12) hours' notice. It excludes overtime which is an extension of the regular shift - "holdover" overtime. It includes overtime which occurs on the "front end" of the regular shift only if no notice is given - the employee is told to report for duty early with no advance notice. All other overtime and call-ins are considered scheduled.

Regular work day callbacks are those which occur during the normal workweek - "between" the employees regularly scheduled workdays.

- a. Day off callbacks shall be considered to be those which occur after midnight following the last day of work in the work week and before the scheduled start time on the first (1<sup>st</sup>) day of the next work week. For example, for a Monday-Friday, 8:00 am – 5:00 pm employee, the qualifying period would be from midnight Friday to 8:00 AM Monday.
- b. "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 (1½) rate.

- c. Employees on standby duty shall be compensated for callbacks in accordance with Section 10.5 in this Article.

**10.6 Assignment of Overtime.** Overtime assignments shall be based on policies and procedures established at the department level. The County will attempt to meet its overtime requirements 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 Pay.** Employees assigned to standby duty shall be compensated at the rate of \$1.50 for each hour on standby. For the purposes of this Section, standby duty assignments are defined as a requirement to remain accessible and available for a specified period (e.g., one [1] week) and employees are required to return to work immediately if called. Employees whose off duty activities are not restricted and are merely subject to being called are not considered to be on standby.

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

10.7.2 Employees on standby duty are entitled to the two (2) hour minimum callback pay for the first call-out in each twenty four (24) hour period of standby duty. Pay for additional call-outs shall be for actual time worked.

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

## ARTICLE 11. COMPENSATION

**11.1 Salary Schedule.** Except as otherwise provided by this Agreement, the salary schedules for employees covered by this Agreement shall consist of a salary range of a series of steps as shown in Exhibit A in this Agreement. Salary schedule increases shall be applied to each step of the range and the resulting ranges are attached as Exhibit A in this Agreement. All employees shall be paid at one of the steps in the range.

### 11.2 Hourly Basis and Calculation.

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

**11.2.2 Hourly Rate Computation.** Employees' regular hourly rates shall include shift differential and Supply Officer day premium and shall exclude all other forms of compensation.

11.2.2.1 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 and the assignment to the off-hours shift is of a minimum of four (4) weeks duration.

11.2.2.2 Paid leave shall include the Supply Officer day premium as described in Section 11.10 in this Article.

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

11.2.2.4 Employees who work overtime while in a work-out-of-class situation, receiving shift differential or Supply Officer day premium shall be compensated at the time and one half (1½) on the pay rate at the time of the assignment if the employee elects to receive pay for the time.

### 11.3 Salary Increases.

11.3.1 Effective January 1, 2019, the salary schedule as set forth in Exhibit A to this Agreement shall be increased by two and two tenths percent (2.2%).

11.3.2 Effective January 1, 2020, the salary schedule as set forth in Exhibit A to this Agreement shall be increased by two and two tenths percent (2.2%).



11.3.3 Effective January 1, 2021, the salary schedule as set forth in Exhibit A to this Agreement shall be increased by two and two tenths percent (2.2%).

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

11.4.1 Step increases may be withheld or delayed based on disciplinary actions taken in the preceding six (6) months or unsatisfactory job performance. Such cause must be stipulated in writing and be presented to the employee at least thirty (30) days prior to the eligibility date. The employee must be informed as to why the step increase is being withheld, what action he/she must take to obtain the increase and the date on which the employee will next be eligible for consideration for a step increase. The employee's next eligibility date shall not be changed even though the increase may be withheld. Such step increase shall not be withheld or delayed for more than six (6) months.

**11.5 Promotional Increases.** An employee who is promoted shall be placed on the lowest step in the new range which results in an increase equivalent to approximately five percent (5%).

**11.6 Other Pay Actions.**

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

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

**11.6.3 Reclassification.**

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

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

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

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

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

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

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

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

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

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

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

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

11.9.1 When assigned to a position within the Union, the employee shall receive a five percent (5%) increase for the duration of the assignment. Assignments to work out of class positions in other bargaining units shall be handled in accordance with the applicable labor agreement.

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

**11.10 Supply Officer Day Premium.** In recognition of the duties performed by the day shift Supply Officer, the incumbent shall be granted a special seven percent (7%) premium on base wages. This premium shall be granted on all hours worked plus paid holidays and as described in Section 11.2.2. Additionally, if during the life of the agreement the incumbent changes, continuation of the premium for the new incumbent shall be reevaluated and renegotiated with the Union.

**11.11 Service Truck Premium.** The employee assigned to the daytime Service Truck shall receive a seventy-five cents (\$0.75) per hour premium on all hours worked during the shift. This premium recognizes the Service Truck Technician's increased responsibility to troubleshoot difficult problems in the field under heavy time constraints, and the lack of supervisory oversight and access to equipment or to the shop facility during the shift.

11.11.1 The premium shall not be applied to paid leave (vacation, sick leave, comp time) or cashouts.

11.11.2 Management retains the right to determine and assign the most qualified employee for this assignment, and retains right to change and/or remove assigned employee based on qualifications and fit.

**11.12 Meal Allowances.** Employees shall be eligible for a meal allowance of ten dollars (\$10.00) 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.

**11.13 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.

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

## **11.15 Overpayments and Underpayments.**

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

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

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

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

11.15.5 Employees who receive excess compensation are expected to report the error to the County. Employees who knew or should have known of an overpayment and fail to report the matter are subject to appropriate corrective action.

**11.16 Tools.** New employees in the Equipment Technician classifications, including the Assistant, shall be required to have the following tools on site:

- Tool Box & Chest
- ½” drive socket set, ½” through 1-1/4”, standard and deep sockets including ratchet and extensions
- 3/8” Ratchet and socket set, 3/8” through 3/4”, standard and deep sockets including extensions and speed handle
- 3/8” Universal socket set
- 1/4” Drive socket set
- ½” Impact sockets
- 3/4” Ratchet and socket set, 15/16” through 1-1/2”
- Combination wrench set, box/open, 5/16” through 1-1/2”
- Spark plug sockets
- Metric combination wrench sets
- Metric socket sets
- Ignition wrench set
- Flex head wrench set
- Tubing wrench set
- Adjustable End wrenches
- Pry Bars (2)
- Punch & chisel set
- Plier water pump
- Plier universal
- Plier battery
- Plier snap ring (inside and outside)
- Plier brake spring
- Plier vise grip
- Plier needle nose
- Plier diag. cut
- Tape measure
- Brake spring tooth
- Brake spoon
- Basket scraper
- Awl
- Cotter pin puller
- Inspection mirror
- Magnet
- Hacksaw
- Hammer ballpein (3)
- Screw driver/blade and phillips
- Spark plug gap set
- Feeler gauge
- Allen wrench set

11.16.1 The County shall also provide special tools and test equipment required for the efficient operation of the shop as determined by the Equipment Services Manager. Examples of special tools are items such as electric power tools, sockets over 2”, combination wrenches over 1 ½”, pullers and drivers, ½” drive and larger air power tools.

11.16.2 The County shall maintain the employees’ tool boxes during the term of this Agreement. If an employee’s tool box is damaged under normal use on the job, and where there is no evidence of negligence, the County shall repair or replace such tool box. The replacement of an employee’s tool box shall be brand name for brand name, like for like. In any replacement of tool boxes the employee shall pay twenty-five percent (25%) of the total cost, up to three hundred dollars (\$300.00). Purchase of the replacement items shall be made by the County and employees shall reimburse the County for their share of the cost.

**11.17 Tool and Clothing Reimbursement.** Bargaining unit members who have completed the six months' probationary period in the classifications of Equipment Assistant, Apprentice Technician, Technician I and Technician II shall be provided an allowance in the amount of twelve hundred dollars (\$1,200.00) to be paid on the second pay period in January of each year, for tools and clothing appropriate for use in the workplace.

11.17.1 The annual allowance amount shall be prorated for those hired and terminated during the calendar year.

11.17.2 The allowance shall be limited to the purchase of work gloves (not otherwise provided), wet gear, boots, tool replacement, tool repair and increasing an employee's tool inventory. If during the term of this Agreement, the uniform service is discontinued the County agrees to negotiate with the Union on a clothing allowance.

11.17.3 All tools purchased under this Agreement shall become property of the employee.

11.17.4 The County shall continue to furnish and launder five (5) shop coats or coveralls per week for employees in the Equipment Technician job family including the Equipment Assistant. The County shall furnish and launder uniforms for the Service Writer.

11.17.5 Employees in Supply Officer and Shop Assistant classifications shall be provided an allowance in the amount of three hundred sixty dollars (\$360.00) per year to be paid on the second pay period in January of each year, for clothing appropriate to the work environment.

11.17.6 At a minimum, any journeyman technician hired shall possess a set of tools as set forth in Section 11.16. The County, Union and employees recognize that this is a minimal level of equipment and that the allowance shall be used in a consistent and conscientious manner to upgrade their tools and equipment. All parties also recognize the increasing use of metric sizes on all types of equipment. Therefore, a portion of the tool purchases shall be directed toward acquiring small metric hand tools.

11.17.7 On an annual basis, or more often, each technician shall consult with the Equipment Services Manager as to the nature of the tools, equipment and clothing that should be purchased in view of the technician's assignments planned for the coming years.

11.17.8 **Insurance.** The County agrees to provide insurance (or to develop and implement a self-insurance plan) to insure tools owned by the employees but required by the County as a condition of equipment and such insurance shall insure the employee against loss of such tools due to burglary or fire while such tools are stored in the County Equipment Shop; provided, that such insurance shall contain a fifty dollar (\$50.00) deductible per occurrence to be paid by the employee; further, provided, that only those tools which the employee registers with the County on the tool inventory list and for which the employee demonstrates proof of ownership. For the insurance to remain in effect the tool inventory list shall be updated during the first two (2) months of each calendar year. If during the course of updating the list, the County determines that a particular tool or piece of equipment is not required in the Shop then it shall be deleted from the tool inventory list and from insurance coverage. The County retains the exclusive right to select the insurer or to implement and develop a self-insurance plan under this Section.

11.17.9 The County shall give bargaining unit employees an opportunity to provide input in the evaluation of major equipment to be purchased for use by members of the bargaining unit.



## ARTICLE 12. VACATION

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

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

### 12.2 Accrual Rates.

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

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

12.2.1 (b) Effective January 1, 2019, regular full-time employees shall accrue vacation according to the following schedule:

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

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

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

**12.4 Vacation Scheduling.** Employee requests for vacation leave shall normally be granted, provided the requested time off would not interfere with workload requirements and schedules. Applicable vacation scheduling arrangements, for example, seniority-based bidding systems, may be developed at the department level.

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

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

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

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

## ARTICLE 13. HOLIDAYS

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

- 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

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

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

13.1.3 Holidays occurring during a period of leave with pay (vacation, sick leave, or other paid leave) shall be charged as a paid holiday leave and shall not be charged against paid leave.

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

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

13.2.2 Requests for use of floating holidays may be in increments of one-half (½) hour. Requests should comply with procedures outlined for the use of vacation except that

departments may authorize shorter advance request requirements or less formal application procedures.

13.2.3 Employees who terminate during the year shall be entitled to cash out unused floating holiday hours based on the foregoing formula.

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

13.3.1 Employees working a full time but irregular schedule such as a 4-10 arrangement shall receive eight (8) hours of holiday leave for each observed or floating holiday. Full pay for the period may be obtained by charging additional leave, e.g. a 4-10 employee can use eight (8) hours of regular holiday time and two (2) hours of floating holiday time to receive full pay for a holiday falling on the day of a ten (10) hour shift.

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

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

## ARTICLE 14. SICK LEAVE

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

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

14.1.2 Earned vacation leave or accrued compensatory time shall be used when accrued sick leave is not available for an absence necessitated by illness or injury.

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

14.2.1 Employees shall accrue sick leave based on paid hours.

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

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

**14.4 Family Illness Usage.** Except as provided in Article 9.3.2 in this Agreement, employees may use sick leave in the event of an illness or injury in the employee's immediate family requiring the attendance of the employee. For the purposes of this Section, immediate family is defined as spouse, domestic partner subject to state law and County policy, dependent children incapable of self care of the employee or their domestic partner provided the child resides in the home of the employee and the domestic partner, parents or the step/in-law equivalents and grandparents. Sick and/or unpaid leave may be allowed to care for such other relatives and in such circumstances as required by state and federal leave laws and administrative regulations.

**14.5 Medical and Dental Appointments.** Except as provided in Article 9.3.2 in this Agreement sick leave will be allowed for doctor and dentist appointments for the employee or members of the employee's immediate family requiring the attendance of the employee. If the employee has used all of their sick leave, other accrued paid leave will be allowed. Employees shall make a reasonable effort to schedule these appointments to occur during off-duty hours or during the work day such that it causes the least disruption to the department. The manager reserves the right to deny the request based on operational needs.

**14.6 Reporting and Approval Procedure.** Except as provided in Article 14.4, employees unable to report for duty shall notify the County's designated representative in accordance with procedures and timelines established at the department level. Employees who know in advance that they will be utilizing sick leave for a particular purpose (e.g., dental or medical appointments, etc.) shall give notice of the dates of such leave as far in advance of the leave as is practicable, but employees shall take into consideration department needs and recognize that under normal circumstances a twenty-four (24) hour notification is reasonable. Employees who fail to notify the department of an absence are subject to disciplinary action for absence without leave.

**14.7 Medical Verification.** The County may require a physician's certification of the nature and duration of an employee's disability or absences from work in excess of three (3) days, of an employee's ability to return to work, and/or of an employee's ability to continue the full performance of his or her duties.

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

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

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

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

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

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

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



## ARTICLE 15. OTHER LEAVES

**15.1 Bereavement and Funeral Leave.** A regular employee shall be granted up to three (3) work days (maximum twenty-four [24] hours) of paid bereavement leave at the time of a death in the employee's immediate family. Such employee shall be granted up to an additional two (2) days (maximum sixteen [16] hours) of paid bereavement leave when air travel or one-way land travel of four (4) hours or longer is necessary. To be eligible for the additional one or two days (maximum eight [8] or sixteen [16] hours) of paid leave, pre-authorization from the Department Director or designate is required. Bereavement leave shall be prorated based on FTE, and may be used consecutively or non-consecutively. Bereavement leave shall normally be used within two (2) weeks of the date of death. Exceptions to the two (2) week use provision will be considered on a case by case basis and requires manager approval. Bereavement leave may be used for qualifying family members in the case of imminent death but the total bereavement leave portion shall not exceed the three or five workday (maximum forty [40] hour) limitation. For the purposes of this Section, eligible family members are:

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

15.1.1 Bereavement leave in excess of durations identified above or for other relatives may be granted with the approval of the supervisor and charged to an employee's vacation, floating holidays, or compensatory time account.

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

**15.2 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 those months in which the employee is in a paid status the first working day of the month.

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

15.3.1 Leave with pay shall be granted as necessary to allow employees to serve as a member of a jury. Any compensation received by the employee for such duties, excluding mileage allowance and meal allowance, shall be waived, remitted to the

County, or, in the alternative, the County shall pay the difference between the employee's regular salary and the fees received. When an employee is excused or dismissed from jury duty, he/she shall promptly notify the County. Employees may be required to report to work for any portion of their regularly scheduled shift during which they are not actually serving on a jury or waiting to be assigned to a panel of jurors.

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

15.3.3 Upon prior notice to his/her supervisor, an employee shall be allowed paid work time to take examinations required for other positions within the County when the process occurs only during the employee's normal working schedule. Testing for other position within the County offered and undertaken during non-work hours shall not be considered working hours for overtime calculation purposes.

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

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

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

continue as long as the employee has accrued paid time available and the family member has a qualified health condition.

**15.4.3 Family Medical Leave.** An FML eligible employee may take up to twelve (12) weeks of job protected leave from work because of a serious health condition, a family member's serious health condition, or for parental leave to care for a new born or newly adopted or placed child. Under FML, a family member is an employee's parent or person who acted as a parent, legal spouse, or a child who is either under age eighteen (18) or older and incapable of self-care because of a mental or physical disability. Unpaid leave shall be authorized only after the exhaustion of all (but one (1) week of vacation) other available paid leaves including Comp Time. At the time of initial placement, parents of adopted children may use sick leave to care for the child under the same conditions granted natural parents. A birth mother's period of temporary pregnancy related disability shall not be deducted from the twelve (12) week FML leave entitlement. All other paid time including Comp Time used during FML leave shall be deducted from the twelve (12) week leave entitlement.

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

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

**15.5 Workers' Compensation.** All employees are covered by the Washington State Workers' Compensation Act for injuries or illnesses received while at work for the County. Normal take home pay may be maintained by the use of sick leave as provided by Section 14.3 in this Agreement.

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

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

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

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

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

## ARTICLE 16. INSURANCE

**16.1** The Multiparty Healthcare Committee will function under the provisions of the Memorandum of Understanding (Appendix A).

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

**16.2 Eligibility.** Eligibility is defined below unless otherwise required by Federal or State law. The County agrees to make available to eligible employees and their dependents one medical/dental plan. An employee may not be insured simultaneously as both an employee and as a dependent and dependents may be insured by only one employee.

16.2.1 Employees shall be eligible for medical insurance effective the first (1<sup>st</sup>) of the month following date of hire as long as the enrollment forms are received within thirty-one (31) days from the date coverage is effective. Coverage will terminate at the end of the last day of the month in which employment ends.

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

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

16.2.3.1 For regular part-time employees in positions budgeted at one-half up to three quarter Full Time Equivalency (.5 to .749 FTE) the County shall pay seventy percent (70%) of the County’s contribution for the medical and dental plan selected by the employee. The employee shall contribute the amount above the county’s contribution.

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

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

16.2.5 Eligible dependents include legal spouse, domestic partner and dependent children including the domestic partner's children and others as provided by Federal or state law. Employees adding a Domestic Partner must submit the required documentation.

16.2.6 **Qualified Family Status Changes.** Enrollment changes as a result of a qualified family status change in accordance with state or federal laws and County policy. Enrollment changes must be received by the HR-Benefits Department with the applicable documentation within thirty-one (31) calendar days (sixty [60] calendar days for newborns or children placed with the employee for adoption) otherwise, coverage cannot be obtained until the next open enrollment with coverage effective January 1 of the following year.

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

16.2.8 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 unless otherwise required by law.

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

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

16.2.9.2 Job-share partners may elect to have one (1) partner select medical coverage only and one (1) select dental coverage only. The County contribution shall be made in the same manner as a full time employee.

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

### **16.3 Premiums.**

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

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

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

16.3.2.2 Dental Coverage – proof of other coverage not required. Full-time employees receive twenty dollars (\$20.00) per month (ten dollars [\$10.00] per pay period); part-time employees receive fourteen dollars (\$14.00) per month (seven dollars [\$7.00] per pay period); and job-share employees receive ten dollars (\$10) per month (five dollars [\$5.00] per pay period) if both job-share partners waive coverage.

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

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

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

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

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

**16.7 Long Term Disability Insurance.** The County shall provide each employee long term disability insurance policy providing for pay continuation of sixty percent (60%) of salary with a sixty (60) day elimination period and such other provisions as are provided by the plan document. Employees may also elect to purchase additional coverage under the Long Term Disability (LTD) Buy-Up plan and will be eligible to receive sixty and two-thirds percent (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. sixty percent [60%] of seventy-five hundred dollars [\$7,500.00] mo. salary is forty-five hundred dollars [\$4,500.00]).

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

### **16.9 Continuation of Benefits.**

Employees or dependents who lose coverage as a result of a qualifying event may continue their medical and dental coverage as mandated by law.

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

16.9.2 County provided health are continued during an approved leave of absence under family and medical leave or due to job related accident or illness. If the employee chooses not to return to work following an approved family and medical leave for reasons other than a continued serious health condition, the employee will be required to reimburse the County the amount if paid for the employee's health insurance premiums.

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



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

## ARTICLE 17. OTHER BENEFITS

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

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

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

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

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

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

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

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

<b>Category of Parking</b>	<b>Current Fee</b>	<b>Maximum Fee</b>
General Access	\$22.00	\$23.00
Uncovered Reserved	\$38.50	\$40.25
Covered Reserved	\$55.00	\$57.50

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

**17.7 License and Certifications.**

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

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

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

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

### **18.1 Probationary Periods.**

18.1.1 New employees shall serve a probationary period of six (6) months, plus any period of unpaid leave occurring during the probationary period. Employees shall also serve a three (3) month probationary period following promotion, or transfer to a new classification in a different department. In other instances the probationary period shall be six (6) months unless specified otherwise by this Agreement and its appendices or said period is extended by mutual agreement of the employee, the Union and the County.

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

**18.2 Disciplinary Actions.** Regular employees may be disciplined in the form of an oral warning, written warning, suspension, demotion or discharge for just cause except that oral warnings are not grievable. The County may document oral warnings but such documentation shall not be included in the employee's personnel file. Grievances concerning written warnings may not be processed beyond step 3 (Human Resources Director as the Board's designee for Labor Relations). Any discipline either oral or written shall be processed in a timely manner. Exceptions will be made for absences of the employee or management.

18.2.1 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 Union representation at such meetings.

18.2.2 Employees shall be given copies of all disciplinary letters 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 Union.

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

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

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

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

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

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

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

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

**18.5.3.2** In the event a grievance concerning abandonment is pursued to arbitration, the arbitrator's authority shall be limited to determining whether this Section was properly applied.

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

## ARTICLE 19. LAYOFF

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

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

19.2.1 Termination of non-critical temporary employees and consultants.

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

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

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

19.3.2 When an entire classification is eliminated and replaced with a new classification (for example, Equipment Assistant replacing Equipment Utility Worker), seniority in the former classification shall be added to seniority in the new classification.

19.3.3 Seniority in a homogeneous classification series, e.g., (Equipment Technician I and Equipment Technician II/Service Writer and Equipment Assistant and Apprentice Technician), shall be computed as all time in any of the classifications.

19.3.4 Seniority shall be based upon continuous active service, including time on Workers' Compensation leave and unpaid leaves of absence of fourteen (14) days or less, since the last date of hire or appointment to the position or as otherwise provided by law.

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

**19.4 Selection and Notice.** The appointing authority shall identify by classification the positions to be eliminated. Within classification, employees shall be selected for layoff based on seniority within the bargaining unit or as otherwise provided by the appendices to this Agreement. Employees shall be provided a minimum of thirty (30) days notice, two (2) weeks pay in lieu of notice or a combination thereof, based on a formula of one (1) day's pay for each two (2) days of notice given below thirty days. The Union shall be notified concurrent with notice to employees. Two (2) weeks notice is required for employees who are reassigned to lower classifications. One (1) week minimum notice is required for employees who are reassigned laterally as a result of layoff. The County may issue contingent layoff notices to employees whose positions are not being eliminated but who it determines are subject to being bumped by more senior employees.

**19.5 Reassignment and Bumping.**

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

The order of consideration shall be:

- a. Vacant positions in the classification from which the employee is being laid off. Employees who secure other positions in their same classification are not considered laid off and are not eligible for recall.
- b. Vacant positions in former classifications, first in the department, then in the bargaining unit, then Countywide.
- c. Occupied positions in the department held by less senior employees in lateral or lower classifications in which they have formerly served or homogeneous classification series and completed the probationary period or are otherwise entitled to bump pursuant to the appendices to this Agreement.
- d. Bumping within a bargaining unit but across department lines or bumping across bargaining units is not permitted.

19.5.2 If there are no available positions in steps a-d above the County will make every effort to place surplus employees in other vacant positions for which they are qualified but have no prior service.



19.5.3 Within six (6) months of the reassignment, if the employee is not successful in their reassignment position, they may be separated from the County and maintain the recall rights outlined in Section 19.7 in this Article.

**19.6** Senior Employees may bump less senior employees in occupied positions in which the bumping employee has not served but is qualified as provided herein. Where there is more than one such position the employee may bump only the least senior employee. Employees may only bump to non-former classes under this Section from and to the following classifications:

- Service Writer to Lead Technician, Technician I, Apprentice Technician, Equipment Assistant, Shop Assistant
- Lead Technician to Technician I, Apprentice Technician, Equipment Assistant, Shop Assistant
- Technician I to Apprentice Technician, Equipment Assistant, Shop Assistant
- Supply Officer to Shop Assistant
- Apprentice Technician to Equipment Assistant, Shop Assistant

**19.7 Recall.** Employees who are laid off or reassigned in lieu of layoff shall be placed on a recall list in order of seniority for the classification from which they were laid off and any former classifications. The recall period shall be three (3) years for positions in the classifications from which they were laid off and one (1) year for other classifications. Seniority for recall shall be computed the same as seniority for layoff and bumping.

19.7.1 Laid-off employees will be offered employment in any available vacancy in a classification for which they have recall rights provided they are fully qualified for the position. In the event there are multiple employees eligible for recall within a classification and multiple positions available, Human Resources shall coordinate a placement process whereby eligible employees are placed in the most suitable positions based on interest, qualifications, and department's needs, provided however that this procedure may not be used to recall a more junior employee in place of a more senior one. The intent of this language is to facilitate voluntary placements within the list of available vacancies and employees who are being recalled. As an alternative to recall, available positions may be filled by promotion, transfer or demotion of current employees with mutual agreement of the department, Human Resources and the applicable Union.

19.7.2 Laid-off employees are eligible for consideration for other positions in the County through the competitive recruitment and selection procedures and shall be allowed to compete as internal candidates for the duration of their recall rights period.

Laid-off employees are responsible for making themselves aware of available positions other than those for which they are entitled to recall consideration.

**19.8 Recall Procedure.** Notice of recall shall be sent to the employee by certified mail at the last address reflected in the employee's official personnel file and the employee must respond within fifteen (15) calendar days of the date of the notice. The County may send out multiple recall notices and recall the most senior employee who responds within the allotted time period. An employee shall be allowed to waive one 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.

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

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

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

**20.1 Statement of Principle.** In keeping with the provisions of the Federal Drug Free Workplace Act of 1988, the County and the Union are committed to a substance abuse-free working environment for the safety, physical and mental health of all employees and the public whom we serve. The parties recognize that the Federal Motor Carrier Safety Administration (FMCSA) has established drug and alcohol testing rules for employees required to have a Commercial Driver's license (CDL). Therefore, the parties agree to establish the following procedures for testing in accordance with the rules of the Department of Transportation (DOT).

**20.2 Covered Classifications.** The classifications covered by this Article are Service Writer, Equipment Technician II/Leadworker, Equipment Technician I, Supply Officer, Equipment Technician, Apprentice, Equipment Assistant, Shop Assistant, and Supply Officer – Day Premium.

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

#### **20.3.1 Post Incident Commercial Driver's License (CDL) Drivers (Job Required).**

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

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

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

employee is cited and the vehicle requires towing or medical attention away from the accident.

a) **Reasonable Suspicion Procedure.** The supervisor will request another supervisor's (Management and/or Human Resource Representative's) opinion and acknowledgment (both supervisors must agree) prior to requesting an employee to take a reasonable suspicion drug/alcohol test. After confirmation of observance occurs, the employee shall be informed of their right to union representation. Union representation will be expected to arrive at the scene or be available via telephone within fifteen (15) minutes of the notification to the employee. If the Union Rep is not available another union appointed member may stand in. This will not be construed as an opportunity for an employee to delay testing. Employees will be sequestered into a private area, if at all possible. Employees may not use tobacco products once they have been informed that reasonable suspicion has been observed until after the test has been completed. Employees may not operate county motor vehicles or equipment after being notified that a reasonable suspicion test is warranted. Additionally, employees believed to be under the influence or impaired for any reason 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. If the test results are not immediate, the employee will be placed on Paid Administrative Leave until the test results are received.

Employees may not operate an agency motor vehicle 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. Following the testing, the employee will be offered a ride home via a local cab company, at the County's expense, or the opportunity to contact a non-employee for a ride. The employee will be informed that 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 employee take the employee home during working hours. If the test results are not immediate, the employee will be placed on Paid Administrative Leave until the test results are received.

**20.3.3 Random Testing.** Employees required to have a CDL will be selected for testing on an unannounced, random basis throughout the year and may be selected for either drug testing alone or both drug and alcohol testing. Selection will be done via a computer based random number generator and will be made at the rate of twenty-five percent (25%) of covered employees for drug testing and ten percent (10%) of covered employees for alcohol testing. Every employee will have an equal chance of being selected every time a selection is made. Employees will be notified of their selection

during their shift and will be expected to submit at that time to the drug/alcohol testing. Employees need not be escorted by supervisors to the testing site.

**20.3.4 Return to Duty and Follow-up.** Follow up testing will be conducted when an individual who has violated the prohibited substance abuse conduct standards returns to performing safety-sensitive duties. Follow-up tests are unannounced and at least six (6) tests will be conducted in the first twelve (12) months after a driver returns to duty. Follow-up testing may be extended for up to sixty (60) months following return to duty if recommended by the Substance Abuse Professional. Employees testing positive during the extended testing period may be terminated at the discretion of the department, such determination made on a case-by-case basis.

**20.3.5 Internal Transfers.** Employees who transfer to positions requiring a CDL will also undergo drug and alcohol testing prior to assuming the duties of the position. The employment offer extended will be contingent on negative drug and alcohol tests.

Applicants who fail to pass the drug or alcohol test without adequate explanation of the results will not be considered for an available position for at least six (6) months, and must provide proof at their expense that they are drug and alcohol free.

**20.3.6 Refusal to Test.** Refusal or failure to submit an adequate specimen (as defined by the Medical Review Officer) for drug or alcohol testing or specimen tampering during specimen collection will be treated as a positive test and may result in termination of employment.

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

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

An employee who refuses to test will be considered failing to pass the test and may be terminated from employment.

**20.3.7 Providing False Information.** Any employee providing false information will be treated as if they have tested positive, be evaluated by a substance abuse professional, and may be terminated from employment.

**20.3.8 Positive Test.** An employee who tests positive for alcohol under this Article will be offered a ride home via a local cab company, at the County's expense, or the opportunity to contact a non-employee for a ride. The employee will be informed that 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 employee take the employee home during work hours.

**20.4 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.

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

- The collection site personnel will obtain the proper DOT urine custody and control forms and inspect the collection room.
- The donor will be asked to present picture identification to the collection site person.
- The donor will check belongings and remove unnecessary outer garments.
- Donor will wash hands, take the collection cup and enter the privacy enclosure to collect at least forty-five (45) milliliters of specimen unobserved.
- The collection site person records the temperature of the specimen.
- The specimen will be split into two (2) bottles.
- Both bottles will be labeled and sealed in front of the donor.
- The custody control form will be completed, transferring custody from the donor to the collection site person.
- The split specimen will be placed in secure storage until shipped for analysis.

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

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

The following tests and positive test levels shall be used:

Initial test analyte	Initial test cutoff concentration	Confirmatory test analyte	Confirmatory test cutoff concentration
Marijuana metabolites.....	50 ng/mL.....	THCA <sup>1</sup> .....	15 ng/mL
Cocaine metabolites.....	150 ng/mL.....	Benzoylcegonine.....	100 ng/mL
Opiate metabolites			
Codeine/Morphine <sup>2</sup> .....	2000 ng/mL.....	Codeine .....	2000 ng/mL
		Morphine	2000 ng/mL
Hydrocodone.....	300 ng/ml.....	Hydrocodone.....	100 ng/ml
Hydromorphone		Hydromorphone.....	100 ng/ml
Oxycodone.....	100 ng/ml.....	Oxycodone	100 ng/ml
Oxymorphone		Oxymorphone	100ng/ml
6–Acetylmorphine.....	10 ng/mL.....	6–Acetylmorphine.....	10 ng/mL
Phencyclidine.....	25 ng/mL.....	Phencyclidine.....	25 ng/mL
Amphetamines <sup>3</sup>			
<b>Methamphetamines</b>			
AMP/MAMP <sup>4</sup> .....	500 ng/mL.....	Amphetamine.....	250 ng/mL
		Methamphetamine <sup>5</sup> .....	250 ng/mL
MDMA <sup>6</sup> .....	500 ng/mL.....	MDMA.....	250 ng/mL
MDA.....		MDA <sup>7</sup> .....	250 ng/mL

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

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

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

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

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

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

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

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

The alcohol testing process will consist of the following steps:

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

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



## 20.5 Testing Violations.

**20.5.1 Prohibited Behavior.** Consumption of any prohibited drug at any time is considered prohibited behavior. Consumption of alcohol is prohibited for covered employees while performing safety sensitive jobs within four (4) hours prior to duty, while in an designated "on-call" status or two (2) hours following an accident (unless a breath alcohol test has been performed). Employees submitting a breath alcohol test .02 or greater but less than .04 will be removed from duty for a minimum of eight (8) hours. The County will offer the employee a ride home via a local cab company, at the County expense, or the opportunity to contact a non-employee for a ride. The employee will be informed that law enforcement authorities shall be notified of his/her vehicle license number if the employee insists on driving. A supervisor shall not take the employee home during work hours. Employees at this stage would be placed in a non-pay status. However, an employee may substitute accrued vacation, floating holiday or any comp-time if available.

Prohibited conduct also includes performing a safety-sensitive function with an alcohol concentration of .04 or greater.

Upon return to the employee's safety sensitive position the employee will be required to submit to a retest (consistent with DOT standards for CDL Drivers). Appropriate disciplinary action shall be considered on the basis of the behavior involved and other circumstances as are normally considered in disciplinary actions.

**20.5.2 Positive Test Results.** An employee who tested .04 (Non-CDL) or .02 (CDL) or greater for alcohol or fails to pass a drug test will be removed from the performance of his/her job, placed in a non-pay status evaluated by a substance abuse professional. An employee may substitute any available vacation, floating holiday or comp time for the non-pay status.

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

20.5.2.2 An employee who tests positive will generally be allowed to return to duty following compliance with all treatment recommendations of the Substance Abuse Professional (SAP) (CDL) or Chemical Dependency Professional (CDP) (Non-CDL). The employee will not be allowed to return to work until a recommendation to return to work is made by the SAP or CDP. Employees who test positive a second time or who fail to comply with treatment requirements (as determined by the SAP/CDP) are subject to immediate termination of employment.

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

20.6.1 The County will keep confidential all testing results.

20.6.2 If at any point the results of the testing procedures specified in Section 20.4 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 office.

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

20.6.4 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 prescription drugs. Under this Section, an employee will not be subject to discipline for advising his supervisor of his inability to work.

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

## **20.7 Education and Training.**

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

20.7.2 All CDL drivers will receive single copies of this Section whenever requested, informational materials about the effects of controlled substances/alcohol in the workplace and rehabilitation services available.

## **20.8 Record Retention.**

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

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

20.8.2 Records of negative and canceled drug tests and alcohol test results with a concentration of less than .02 (CDL) shall be maintained for a minimum of one (1) year.

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

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

## **ARTICLE 21. GRIEVANCE PROCEDURE**

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

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

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

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

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

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

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

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

Written grievances and responses shall address, at a minimum, the following points:

- a. The statement of the grievance/response and the facts upon which it is based;
- b. A statement of the specific provision(s) of the agreement that is (are) the basis of the grievance/response;

- c. The manner in which the provision is purported to have been violated, misapplied or misinterpreted (or in which the provision supports the response);
- d. The date or dates on which the alleged violation, misinterpretation or misapplication occurred; and
- e. The specific remedy sought or offered.

### **21.3 Timelines.**

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

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

### **21.4 Steps.**

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

21.4.2 **Step 2.** If the grievance is not resolved at Step 1, the Union shall submit the written grievance to the department head within ten (10) working days, following the manager's response. The department head 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 Union Business Representative shall submit the written grievance to the Human Resources Director as the Board's designee for Labor Relations within ten (10) working days of receipt of the department head response. The Human Resources Director shall respond in writing to this grievance within ten (10) working days.

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

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

**21.5** The Union shall request a list of seven (7) qualified neutrals from Oregon or Washington (or as many as are available) from the Federal Mediation and Conciliation Service (FMCS). Each party shall have the right to reject one 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 County shall make the first strike. As an alternative to requesting lists and striking names, the Union and County may agree to use the services of a particular arbitrator.

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

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

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

**21.9 Mediation-Arbitration (Med-Arb).** As an alternative or supplement to the grievance procedure, or for such other purposes as the parties may mutually determine, the parties may invoke a mediation-arbitration process to resolve grievances or other issues between them as provided herein. As contemplated by this Section, mediation-arbitration involves the use of a third party, first to serve as a mediator, 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, testimony, briefs, evidence, etc. is not expected to be necessary or required.

## ARTICLE 22. DEFINITIONS

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

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

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

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

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

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

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

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

**Probation** - see Section 18.1.

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

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

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

**Reclassification** - A change of a regular budgeted position from one 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.)

- a. Reclassification of a job may be appropriate when the duties, responsibilities, scope of work and other job factors change to such an extent that the classification to which it had been assigned no longer adequately describes the work. Changes to a job not warranting a reclassification include increased volume of the same level work, duties not previously assigned but within the same classification, enhanced technological tools to perform current duties, or longevity.



- b. Changes to jobs which may necessitate changes in classification can occur instantly, such as when there is a planned reorganization within a work unit or department or over time from gradual changes in the scope of duties or authority of a position.

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

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

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

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

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

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

## ARTICLE 23. SCOPE AND DURATION

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

**23.2 Savings Clause.** Should any article, section, or portion thereof, of this Agreement be held unlawful and unenforceable, such decision shall apply only to the specific article, section, or portion thereof directly affected. The parties agree to immediately negotiate a substitute, if possible, for the invalidated article, section or portion thereof. All other portions of this Agreement, and the Agreement as a whole, shall continue without interruption for the term hereof.

**23.3 Duration and Renewal.** The parties agree that all provisions of this Agreement and its appendices shall be effective on the first day of the second month following signing except for those provisions which have a specific effective date in the Agreement. It shall remain in full force and effect through June 30, 2021.

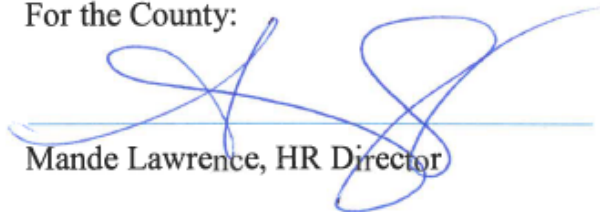
**APPROVAL**

This Agreement entered into between Clark County and the International Association of Machinists and Aerospace Workers, District Lodge 24, was formally signed and approved on the 5th of November 2019.

**BOARD OF CLARK COUNTY COUNCILORS**

  
Eileen Quiring, Chair

For the County:

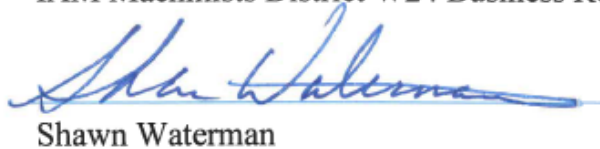
  
Mande Lawrence, HR Director



Local 1432, International Associate of Machinists and Aerospace Workers,  
District Lodge 24

  
Larry Warren

IAM Machinists District W24 Business Representative

  
Shawn Waterman

IAM Machinist District W24 Steward

**EXHIBIT A**  
**SALARY SCHEDULES AND REPRESENTED CLASSIFICATIONS**

Classifications			2019 Hourly Rates - 2.2% Increase						
Table	Rg.	Title	1	2	3	4	5	6	7
Local 1432	174	Equipment Assistant	20.81	21.32	21.85	22.39	22.93	23.53	24.13
Local 1432	177	Equipment Technician I	28.00	28.73	29.40	30.13	30.85	31.32	31.79
Local 1432	178	Equipment Technician II/Leadwkr	29.81	30.55	31.26	32.10	32.88	33.39	33.88
Local 1432	175	Equipment Technician, Apprentice	24.30	24.91	25.52	26.17	26.81	27.22	27.62
Local 1432	178	Service Writer	29.81	30.55	31.26	32.10	32.88	33.39	33.88
Local 1432	174	Shop Assistant	20.81	21.32	21.85	22.39	22.93	23.53	24.13
Local 1432	176	Supply Officer	24.54	25.15	25.76	26.41	27.06	27.73	28.41

Classifications			2020 Hourly Rates - 2.2% Increase						
Table	Rg.	Title	1	2	3	4	5	6	7
Local 1432	174	Equipment Assistant	21.27	21.79	22.33	22.88	23.43	24.05	24.66
Local 1432	177	Equipment Technician I	28.62	29.36	30.05	30.79	31.53	32.01	32.49
Local 1432	178	Equipment Technician II/Leadwkr	30.47	31.22	31.95	32.81	33.60	34.12	34.63
Local 1432	175	Equipment Technician, Apprentice	24.83	25.46	26.08	26.75	27.40	27.82	28.23
Local 1432	178	Service Writer	30.47	31.22	31.95	32.81	33.60	34.12	34.63
Local 1432	174	Shop Assistant	21.27	21.79	22.33	22.88	23.43	24.05	24.66
Local 1432	176	Supply Officer	25.08	25.70	26.33	26.99	27.66	28.34	29.04

Classifications			2021 Hourly Rates - 2.2% Increase						
Table	Rg.	Title	1	2	3	4	5	6	7
Local 1432	174	Equipment Assistant	21.74	22.27	22.82	23.38	23.95	24.58	25.20
Local 1432	177	Equipment Technician I	29.25	30.01	30.71	31.47	32.22	32.71	33.20
Local 1432	178	Equipment Technician II/Leadwkr	31.14	31.91	32.65	33.53	34.34	34.87	35.39
Local 1432	175	Equipment Technician, Apprentice	25.38	26.02	26.65	27.34	28.00	28.43	28.85
Local 1432	178	Service Writer	31.14	31.91	32.65	33.53	34.34	34.87	35.39
Local 1432	174	Shop Assistant	21.74	22.27	22.82	23.38	23.95	24.58	25.20
Local 1432	176	Supply Officer	25.63	26.27	26.91	27.58	28.27	28.96	29.68

**APPENDIX A**  
**MEMORANDUM OF UNDERSTANDING**  
**REGARDING HEALTHCARE BENEFITS**

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

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

**Committee Membership:** The Committee shall be comprised of two representatives from each bargaining unit (including representation from their respective Union staff), two (2) representatives from the ranks of the non-represented employees and up to eight (8) representatives from management provided that bargaining unit representation shall always make-up no less than two-thirds (2/3) of the total membership.

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

One (1) Union Representative and one management representative will be selected to serve as meeting coordinators who will set meeting times and places, prepare agendas and arrange for meeting minutes to be prepared and distributed.

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

1. The Committee shall research and make decisions about the plan design, coverage and tiers, excluding eligibility, of medical, vision and dental insurances provided to employees.
2. The Committee will be responsible to ensure plan design encompasses federal and state laws.
3. Any modifications under number 1 and number 2 outlined herein, shall not need further ratification by the bargaining units. Any such modifications must be in keeping with the spirit of this MOU as originally created.
4. The Committee will not determine services and plan design of any near-site or on-site clinic. The County will present recommended services and plan design to the Healthcare Committee for input prior to presenting a final recommendation. The parties will bargain any impacts on the budget.

5. The Committee will take into consideration, research and make decisions about plan design in order to try to avoid any cost associated with the Affordable Care Act (ACA) tax or charge. In the event the healthcare committee decisions do not avoid the ACA tax or charge, this tax will be borne by the employees and the parties agree to reopen no later than June 30, 2021 to bargain the implementation.
6. A High Deductible Health Plan (HDHP) with a Health Savings Account (HSA) will be included as an additional option, along with an HMO plan and a non-HMO plan. The particular design elements of the plan will be the responsibility of the Committee.
7. The Committee shall determine the cost distribution for the payment of insurance premiums between that portion contributed by the County and that which may be contributed by the employee.
8. The Committee shall meet on County time, but the County shall not be required to pay overtime to any member due to the scheduling of daytime meetings outside some members' normal work shifts. Committee members meeting outside of their regularly scheduled shift will be permitted to flex or adjust schedules if possible to accommodate meeting attendance.
9. As the last item on its agenda, the Committee shall draft and publish an update of the meeting.
10. Departments within the County will promptly provide all requested information about insurance that is in the possession of the Departments.
11. The Committee will set meeting dates as determined necessary.

**Budget for the Committee:** The County's financial commitment to funding healthcare benefits shall be limited per the Per Employee Per Month (PEPM) budget. The Per Employee Per Month composite budget will be fourteen hundred and twenty dollars (\$1420.00).

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

**Decision Making:**

- The Committee may choose to work with a Mediator. The Mediator shall not be a voting member of the Committee. However, if the Healthcare Committee is unable to reach a decision for any benefit year by September 1<sup>st</sup>, the Mediator shall direct a solution no later than October 1<sup>st</sup>. Such solution shall be binding on all parties to this Memorandum of Understanding. The Mediator's solution shall be within the parameters outlined above, based upon her/his understanding of the positions of the parties gained through the mediation process. Therefore a formal hearing shall not be necessary.

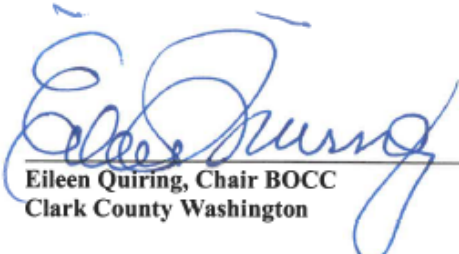
- If any costs are attached to the Mediator’s work they shall be paid as follows: Clark County fifty percent (50%); the remaining fees shall be divided equally among the participating units.

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


This MOU is covered under the grievance provisions of the Collective Bargaining Agreements for purposes of the parties' compliance with the terms and conditions contained herein.

This MOU shall expire December 31, 2021

Signatures:



Eileen Quiring, Chair BOCC  
Clark County Washington



Larry Warren, Union Representative  
IAM District W24



Mande Lawrence, Human Resources Director  
Clark County Washington

**SIGNATORY HEALTH CARE COMMITTEE PARTICIPANTS:**

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