

# **AGREEMENT**

between

**LABORERS' INTERNATIONAL UNION OF NORTH AMERICA  
HEALTH CARE DIVISION · LOCAL 335**

and

**CLARK COUNTY, WASHINGTON**

**JULY 1, 2015 – JUNE 30, 2018**

## **EXHIBITS AND APPENDICES**

Exhibit A: Job Classifications and Salary Schedules

- Administrative Support
- Public Health Specific

Exhibit B: Dues Deduction Form

Appendix A: Memorandum of Understanding - Healthcare Benefits Committee

Appendix B: MOU Vacation Sell Back

Appendix C: Workplace Behavior



proud past, promising future

**CLARK COUNTY**  
WASHINGTON

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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 Laborers' International Union of North America (LIUNA) - Local 335, hereinafter referred to as the Union, for purposes of setting forth the mutual understanding of the parties regarding wages, hours, fringe benefits 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 LIUNA as the exclusive bargaining representative for the purposes stated in Chapter 41.56 RCW of all regular full-time, regular part-time and project employees employed within the classifications listed in Exhibit A in this Agreement and employed in the Clark County Health Department, herein after referred as the Health Department. For the purposes of recognition, "regular" employees are 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.

**1.3** For the purposes of this Article, a temporary employee shall mean one who is hired to work not more than 1040 hours in any a calendar year.

**1.4 Excluded Positions.** The Administrative Assistants reporting to the Department Director, the Health Officer, and the Public Health Services Manager will be excluded from the bargaining unit. Unless otherwise agreed, all other positions within classifications specified within Exhibit A in this Agreement are included in the Bargaining Unit.

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

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

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

**3.4** The Union will notify the County of its initiation fees and dues. The County 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 County and the Union have developed a mutually agreeable dues deduction assignment form for authorization of payments to the Union by payroll deduction. The agreed upon dues deduction authorization form which is attached is attached as Exhibit B.

**3.5 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.

**3.6 Printing and Distribution.** The County shall bear the cost of printing and binding twenty-five (25) copies 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.

## **ARTICLE 4. MANAGEMENT RIGHTS**

**4.1 Rights Reserved.** The management of the County and the direction of the work force are vested exclusively in the County subject to the terms of this Agreement. The parties agree that existing established past practices not covered by this Agreement on mandatory subjects of bargaining shall be altered only with agreement of the parties. This Article does not restrict the right of an employee to use the grievance procedure set forth in Article 23 in this Agreement.

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

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

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

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

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

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

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

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

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

Except where mutually agreed upon, temporaries shall be paid no more than the entry step rate for the classification they have hired to work in.

**4.4 Project Employees.** The County may employ project employees for long term but limited duration projects for up to twenty-four (24) months on a full time basis. Project employees are eligible for selected benefits: PTO, vacation, observed and floating holidays, sick leave, medical and dental insurance, and the Employee Assistance Program in the same manner as employees covered under this Agreement. Project employees shall be required to be members of the Union with rights equivalent to probationary employees but shall not be entitled to bump or displace covered employees when laid off at the conclusion of the project nor shall they be entitled to seniority rights.

When a project position is created in Public Health Specific classifications, management may with the mutual agreement of the Union protect the incumbent in the position from being bumped. However, regardless of the agreement at the onset, project position incumbents will be protected from being bumped should the layoff occur within the last third of the project timeline or within the last six months of the project, whichever is longer. Project positions in Administrative Support classifications will not be protected from bumping unless there are only three months or one quarter of the project timeline remaining, whichever is longer.

4.4.1 If the employee selected for the project position is a full or part time employee of the Health Department who has completed their initial probationary period, the employee retains all bargaining unit rights and benefits for the duration of the assignment and upon completion of the project.

4.4.2 If the employee selected for the project position is not a current Health Department employee, the following provisions apply.

4.4.2.1 Project employees are eligible for selected benefits: vacation, observed and floating holidays, sick leave, medical insurance, dental insurance and the Employee Assistance Program. Project employees are not eligible for life and disability insurance, leaves of absence, deferred compensation, tuition reimbursement and Flexible Spending Accounts.

4.4.2.2 Because project employees have been hired to complete a specific project, they do not have the right to apply for internal-only recruitments or to apply for transfer to regular positions. They are eligible to compete for positions available to external candidates.

4.4.2.3 At the beginning of employment, project employees will receive clear information on the scope of the project and the employee's responsibilities. In order to maximize the success of the project, the employee will receive feedback and support on performance.

4.4.2.4 Project employees will be members of the bargaining unit with all rights except as designated in this Article. Project employees shall not bump or displace regular bargaining unit employees and shall have limited grievance rights in the event of suspension and/or discharge.

4.4.2.4.1 If suspension or discharge is considered following the initial probationary period of six months, the County will provide notice to the Union five working days in advance of the action unless said action is for gross misconduct.

4.4.2.4.2 If the Union asserts that the decision was arbitrary and capricious, the Union may initiate an expedited binding arbitration process. The expedited arbitration process shall involve selection of an arbitrator from a list prepared in advance by the County and the Union and shall include an oral hearing that results in a bench decision.

4.4.2.4.3 All parties intend to complete the expedited process within thirty calendar days from the suspension or discharge. The County and the Union may extend this time limitation with mutual agreement. The arbitrator shall be limited to determining if the action was arbitrary and capricious and shall be limited to a remedy of no more than twenty (20) days back pay.

4.4.2.5 If a project position is converted to a continuing, regular position, the Director may elect to continue a project employee who had accumulated more than six (6) months of service in the position without a competitive selection process, provided the position does not represent a promotional opportunity for existing regular employees.

**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 sixty (60) calendar days' notice to the Union and its representatives.

Prior to contracting out new bargaining unit work, the County and the Union will meet 60 days in advance to discuss options and impacts.

**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 provide employees with clear expectations and feedback regarding their performance against those expectations and to promote communication between the employees, their supervisor and the department head.
- b. The employer 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 may provide input on evaluations of employees under their lead.
- c. Employees may appeal performance evaluations to the reviewer or second 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.
- f. In cases where more than a year has passed since the previous performance evaluation without any intervening issues, the County will not utilize any performance issues from that performance evaluation to hinder an employee's opportunity to seek a promotion or transfer.
- g. Performance evaluations are not to be used solely as a basis for disciplinary action.

## **ARTICLE 5. LABOR/MANAGEMENT COMMITTEE**

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

**5.2** The Committee shall normally meet monthly, or as mutually agreed.

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

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

## **ARTICLE 6. UNION REPRESENTATIVES AND ACTIVITIES**

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

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

### **6.3 Use of County Resources.**

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

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

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

**6.4 Release Time.** Union stewards shall be allowed reasonable release time without loss of pay for the purposes of meetings with the County for grievances or disciplinary hearings or such other legitimate activities as are mutually agreed. For purposes of collective bargaining, union stewards and/or mutually agreed upon designees will have release time as provided in ground rules. Nothing in this Agreement shall be construed to require employees to receive compensation from the County for representation activities occurring outside of the employee's regularly scheduled work hours or for such time to be counted as time worked for overtime calculation. County equipment and work hours shall not be used by union stewards, 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.

6.4.1 Union stewards 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.

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

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

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

6.4.4 The Union may use County communications resources (telephone, voice mail, e-mail, mail distribution, bulletin boards) for communications that relate to the Union's business relationship with the County. All other uses require approval of the County and requests should be directed to the applicable department head or his/her designee.

**6.5 Union Business Leave.** The Union shall be granted two (2) days per year Union Business Leave for use by stewards for Union conferences and conventions.

6.5.1 The Union may ask and the County may grant Union leave for up to one (1) year. This leave shall apply to one (1) person at any one time and shall only be granted to allow the individual to perform duties for the Union.

6.5.2 Leaves for Union business shall be governed by the provisions of Article 17.6, Other Leaves and Article 18, Insurance.

## **6.6 Payroll Reporting.**

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

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

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

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

## **ARTICLE 7. STRIKES AND LOCKOUTS**

**7.1** 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, stewards, representatives, and bargaining unit members shall not engage in, acquiesce in, observe or encourage any strike, slowdown, primary picketing, sick-out, sit-down, or other disruption or stoppage of work at any County facility or at any location where County services are performed nor shall there be any lockout of bargaining unit members by the County. If any such activity takes place, the Union will immediately notify all Union agents, stewards, 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 8. JOB ASSIGNMENTS AND CLASSIFICATION

**8.1 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.

**8.1.1 Work Out of Class.** Employees in certain work-out-of-classification assignments may be eligible for additional compensation as provided by Article 12.10 in this Agreement.

**8.1.2 Career Development.** Employees may be assigned higher level work for training and development purposes on a limited term basis. The Health 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.

**8.1.3 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.

### 8.2 Reclassification.

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

**8.2.2** 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.

**8.2.3** 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.

8.2.4 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.

**8.3 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 9. FILLING OF VACANCIES

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

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

### **9.3 Promotional Opportunities.**

9.3.1 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.

9.3.1.1 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.

9.3.2 Employees may apply for open recruitments and will receive consideration if they meet all required qualifications.

9.3.3 Except for Supervisor positions, when the selection decision is between external and internal candidates and the knowledge, skills, and abilities of the candidates are substantially equal, preference shall be granted to internal candidates, first within the Department, then within the bargaining unit, then other internal candidates.

9.3.4 Except for Supervisor positions, when the selection decision is between two (2) or more internal candidates within the bargaining unit who are entitled to preference under Section 9.3.2, in this Article, bargaining unit seniority shall prevail where the qualifications, knowledge, skills and abilities of the candidates are substantially equal as long as the most senior employee is not under written corrective action and/or Performance Improvement Plan (PIP) within the last twelve (12) months.

**9.4 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.

9.4.1 **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 21.1 in this Agreement. An employee who transfers within the same classification, but to another department shall serve a probationary period of not more than three (3) months and shall have reversion rights to the former position as provided in Article 21 in this Agreement.

9.4.2 **Demotions.** Voluntary and involuntary (as provided in Article 21 in this Agreement) demotions may be made only to vacant and available positions. An employee who voluntarily demotes, and is under a Performance Improvement Plan (PIP), shall serve a probationary period of not more than three (3) months.

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

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

9.4.5 By conversion of a temporary position. 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) consecutive months. Converted temporary positions that represent a promotional opportunity for regular employees may not be filled without a competitive posting.

9.4.6 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 Section 8.2 in this Agreement.

9.4.7 When a position and incumbent are moved within or to another division through reorganization or other similar means.

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

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

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

9.4.11 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 length of service for all purposes except layoff. Their service date shall be considered the former date of hire, less the break in service.

## ARTICLE 10. WORK HOURS

**10.1 Employee Work Schedules.** Except as otherwise established by this Agreement, 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) consecutive 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) consecutive hours and a day of four (4) hours, excluding lunch periods.
- d. Eight (8) days of nine (9) and one day of eight (8) hours, excluding lunch periods, during a two (2) week period.
- e. Other alternative work schedules providing there are no inherent additional payroll costs to the county.
- f. Any combination of days/hours between Monday and Friday that satisfies the budgeted FTE and is mutually agreed upon by the employee and the manager.

10.1.1 The County may utilize schedules which include a rotation or assignment on Saturday or Sunday to accommodate seasonal or other needs. Employees who are scheduled to work on a Saturday or Sunday shall receive a minimum of two (2) hours paid time. Such paid time will count towards the employee's regular work week. The addition of Saturday or Sunday regular shifts to new classifications or to work units requires mutual agreement of the parties

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

**10.2 Workday.** Normal work hours are between 7:00 am and 7:00 pm.

**10.3 Alternative Schedules and Changes.**

10.3.1 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. If an employee requests an alternative work schedule, the County will consider the request and respond in writing with the approval or denial (including the reasons for the denial) within 30 calendar days of the request.

10.3.2 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 (9) hour day followed by a seven (7) hour day to accommodate personal or work situations or to balance a holiday work week as described in Article 15.3.1 in this Agreement. This Section is intended to address occasional or intermittent changes to the schedule.

**10.4 Meals and Breaks.** All employees shall have one 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.

**10.5 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.

10.5.1 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.

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

10.5.3 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 bargaining unit. 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.

10.5.4 Accrued PTO or 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 PTO or vacation, sick leave, holiday and floating holiday hours of a full-time employee).

10.5.5 See Article 18 in this Agreement for Insurance.

10.5.6 Additional hours worked over the scheduled amount shall be paid at the straight time rate and shall not result in a change in the division of health and insurance benefits.

Overtime shall be payable for hours worked by either partner in excess of forty (40) hours per week or as otherwise provided by this Agreement.

10.5.7 Length of service for step increases and layoff will be based on the length of service of each of the Job Sharers individually. Bargaining unit for promotional consideration shall be determined as provided for by this Agreement.

**10.5.8 Application Procedure.**

- a. An employee currently in a full-time position who desires a Job Share arrangement must submit a written proposal to their 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.
- b. 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 Union.

## ARTICLE 11. OVERTIME

### 11.1 Work periods for Overtime Calculation.

11.1.1 **Work Periods for Overtime Calculation.** Except as provided below, the work week for overtime calculation shall be the period of seven (7) consecutive twenty-four (24) hour days beginning at 12:00 am Saturday through Friday at 11:59 pm. The daily work period shall be the period of twenty-four (24) consecutive hours from 12:00 am to 11:59 pm.

11.1.2 The County may employ flextime scheduling where possible to avoid the accrual of overtime. In such instances, the operational needs of the unit must be balanced with the preferences of the employee when defining the hours to be flexed off during the same workweek when more hours than the amount regularly scheduled are worked on one or more of the days. Other alternatively scheduled work weeks will have an established beginning date and time, from which overtime eligibility is established.

11.1.3 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.

**11.2 Compensation for Overtime.** Employees normally shall be compensated at one and one-half (1½) times their regular (as defined in Article 12.3) 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 daily or alternatively scheduled shift. Except as provided below, the calculation of time worked for overtime purposes shall include paid leave, holidays, floating holidays, PTO, vacation, sick leave and comptime used. Overtime will be paid to the nearest quarter (1/4) hour.

11.2.1 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.

11.2.2 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 (8) hours pay (or compensatory time pursuant to Section 11.3 in this Article) for a holiday which falls on Monday and shall thus be compensated for 48 straight time hours for the week.

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

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

### **11.5 Callback Pay.**

11.5.1 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 (1 ½).
- b. Unscheduled callback, on regular day off: Two (2) hours plus time worked, all paid at time and one half (1 ½) with a minimum of two (2) hours (on time worked).
- c. Scheduled callbacks, regular work day: Time and one half (1 ½) on hours worked, no minimum hours.
- d. Scheduled callbacks, regular day off: Minimum of two (2) hours at time and one half (1 ½).

11.5.2 **For the purposes of interpreting this section, the following definitions apply.**

- a. An unscheduled callback is defined as a requirement to return to work from off-duty and off-premises status with less than twelve (12) hours' notice. It excludes overtime which is an extension of the regular shift – "holdover" overtime. It includes overtime which occurs on the "front end" of the regular shift only if no notice is given – the employee is told to report for duty early with no advance notice. All other overtime and call-ins are considered scheduled.
- b. Regular work day callbacks are those which occur during the normal workweek – "between" the employees regularly scheduled workdays.
- c. Day off callbacks shall be considered to be those which occur after midnight following the last day of work in the work week and before the scheduled start time on the first day of the next work week. For example, for a Monday-Friday, 8:00 - 5:00 employee, the qualifying period would be from midnight Friday to 8:00 AM Monday.
- d. "Minimum" pay is defined as a guarantee of a specified number of hours if the time worked on the callback is less than the guaranteed minimum. It is paid at the time and one half (1 ½) rate.
- e. Employees on standby duty shall be compensated for callbacks in accordance with Section 11.7.1 in this Article.

**11.6 Assignment of Overtime.** The Department will attempt to meet its overtime requirements on a voluntary basis. However, in the event there are insufficient qualified volunteers to meet the requirements established by the Department, the Department may require employees to perform overtime work. Overtime work that can be performed by either regular or temporary employees shall be offered first to regular employees.

**11.7 Standby Pay.** Employees assigned to standby duty shall be compensated at the rate of one dollar and fifty cents (\$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.

11.7.1 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.

**11.8 Holiday Work.** 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 one and one half (1 ½) 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.

**11.9 Shift Differential.** Employees whose regularly scheduled shift begins between 2:00 PM and 5:00 AM 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. 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.

## **ARTICLE 12. COMPENSATION**

**12.1 Salary Schedule.** Except as otherwise provided by this Agreement, the salary schedules for employees in administrative support classifications covered by this Agreement shall consist of a series of steps as shown on Exhibit A in this Agreement, along with three longevity steps. Salary schedules are included within this Agreement as Exhibit A. All employees, unless otherwise exempted through this Agreement, shall be paid at one of the steps in the range.

### **12.2 Salary Increases.**

12.2.1 Effective January 1, 2016, the salary schedule shall be increased by two and two tenths percent (2.20%).

12.2.2 Effective January 1, 2017, the salary schedule shall be increased by two and two tenths percent (2.20%).

12.2.3 Effective January 1, 2018, the salary schedule shall be increased two and two tenths percent (2.20%).

### **12.3 Hourly Basis and Calculation.**

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

12.3.2 All cash-outs of paid leave shall be paid at the employee's base hourly rate of pay as defined in Article 13.5 in this Agreement.

12.3.3 Employees who work overtime while in a work-out-of-class situation shall be compensated at the time and one half (1 ½) on the pay rate at the time of the assignment if the employee elects to receive pay for the time. If the employee elects compensatory time off, the premium pay will not be included when the time off is taken.

### **12.4 Premium Payments.**

12.4.1 Employees assigned and performing lead responsibilities shall receive a five percent (5%) premium on their base hourly pay.

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

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

**12.5 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.

12.5.1 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.

**12.6 Longevity Increases for Public Health Specific Classifications.** In recognition of longevity, satisfactorily performing employees in public health specific classifications at the completion of eight (8), ten (10) and fifteen (15) years may be eligible for additional step increases. To be eligible for the increase to step six (6) at the completion of eight (8) years of service an employee must have been at the fifth (5<sup>th</sup>) step in the range for twelve (12) months prior to completing the required years of service. Upon completion of ten (10) years of service the eligible employee shall move to the seventh (7<sup>th</sup>) step in the range. Likewise upon completion of fifteen (15) years of service the eligible employee shall move to the eighth (8<sup>th</sup>) step in the range.

**12.7 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%).

**12.8 Other Pay Actions.**

12.8.1 **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.

12.8.2 **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.

### 12.8.3 **Reclassification:**

12.8.3.1 **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 in Section 12.7 above. In addition, such employee shall not be required to serve a new probationary period.

12.8.3.2 **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. The County and the Union may, by mutual agreement, decide on a different process by which to address red-circled employees.

12.8.4 **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 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 year will be eligible for a step increase on their next anniversary date.

12.8.5 **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.

12.8.6 **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.

**12.9 Salary Anniversary Dates (SAD).** 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.

12.9.1 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%) or more pay increase;
- b. Demotions or downward reclassifications to a step below the top step of the range of the lower classification;
- c. Re-employment.

12.9.2 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 months provided he/she is below the top step of the range.

12.9.3 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.

12.9.4 The following table indicates the effect of these provisions:

Action	Pay Increase	Employees Below Top Step before increase	Employees at Top Step before increase
Promotions and reclasses	less than 10%	retain SAD	New SAD if below top step in new range
Realignments	lateral except for top step employees	retain SAD	If at top step more than 12 mos, 5% increase, new SAD. If less than 12 mos, no increase, retain SAD.
Promotions and reclasses	10% or more	new SAD	New SAD if below top step in new range

**12.10 Work Out of Classification.** An employee shall be eligible for work-out-of-classification (WOOC) pay when qualified and assigned to perform substantially all the duties of a position in a higher classification for one (1) full duty shift or more – eight (8), nine (9) or ten (10) hours – as applicable. Such assignments must be approved by the Division/Department head or his/her designee. 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.

12.10.1 When assigned to a position within the Union, the employee shall receive a five percent (5%) increase for the duration of the assignment.

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

**12.11 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.

**12.12 Mileage Reimbursement.** Employees shall be entitled to mileage reimbursement for business miles authorized and driven in a personal vehicle at the IRS optional standard mileage rate allowance. The Finance Director shall periodically publish the reimbursement rate. The County's Business Expense Reimbursement Policy follows the IRS guidelines for mileage reimbursement.

**12.13 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 a payday falls on a Saturday, Sunday or holiday, paychecks shall be issued on the previous work day.

**12.14 Overpayments and Underpayments.**

12.14.1 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.

12.14.2 Employees are legally required to return overpayments to the County. The repayments must be made by payroll deduction in order to correct and adjust the necessary tax payments and adjustments.

12.14.3 The following steps will be undertaken:

12.14.3.1 The County and employee will agree on a repayment schedule so as to not cause an undue burden on the employee. In most cases the repayment will occur over the same or fewer pay periods that the overpayment occurred. For example, an employee repaying the County for overpayment that occurred over six (6) pay periods would be entitled to repay the funds over six pay periods. Employees are required to consent to the payroll deductions necessary to effect such repayments.

12.14.3.2 If agreement on a repayment schedule cannot be reached, the County may initiate a deduction not to exceed five (5) percent of the employee's disposable earnings in a pay period other than the final pay period. The deductions shall continue until the overpayment is fully recouped.

12.14.4 Any outstanding overpayment that exists at the time of termination will be withheld from the final paycheck.

12.14.5 An employee may request a union representative attend any meeting scheduled to discuss the overpayment and repayment options.

12.14.6 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.

## ARTICLE 13. VACATION

### 13.1 Accrual Basis.

13.1.1 Employees hired prior to January 1, 2013 may continue participation in the vacation/sick accrual plan and shall accrue vacation based on paid hours.

13.1.2 Employees who were hired after January 1, 2013 and were enrolled in the mandatory Paid Time Off (PTO) Program, will have a one-time voluntary option, during the 2015 open enrollment, to be converted to the County's vacation/sick leave system in accordance with this Article 13 and Article 16 in this Agreement. All PTO banks shall be converted to vacation time. Employees who choose this option will not be allowed to return to the Paid Time Off (PTO) Program.

13.1.3 All employees hired, rehired or reinstated shall have the voluntary, one-time option of selecting between the following two (2) leave choices: **1.** Vacation/Sick Leave accruals per this Article 13 and Article 16 in this Agreement or **2:** Paid Time Off (PTO) Program per Article 14 in this Agreement. Whichever leave is chosen; accrual rates are defined in the applicable Articles and shall begin the first day of employment but shall not be eligible to receive termination payoff until completion of six (6) months of service. New employees are generally not authorized use of vacation or PTO in the first six (6) months of employment, but exceptions may be authorized by the department head or elected official.

13.1.4 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.

### 13.2 Accrual Rates.

**13.2.1** 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	N/A
1	4.33	104	13	208
5	5.33	128	16	256
10	6.33	152	19	304
15	7.33	176	22	352
20	8.33	200	25	400
25	9.33	224	28	448
30	10.33	248	31	496

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

**13.3 Maximum Accumulations.** Employees may accumulate vacation up to a maximum of two (2) times their annual accrual rate, e.g., an employee earning twenty-one (21) days/one hundred and sixty-eight (168) hours may not accumulate more than forty-two (42) days/three hundred thirty-six (336) hours. When an employee has reached the maximum allowable accrual, future accruals will cease until such time as the balance allows for additional earnings. Employees are responsible for monitoring their accruals and scheduling time off as necessary to preserve the ability to accrue vacation.

**13.4 Vacation Scheduling.** Vacation times shall be scheduled by the work unit based primarily on the needs of efficient operations. For purposes of scheduling, the term “vacation year” shall be defined as the period from February 1 through January 31. If requested by the employee, a vacation request which is denied will be accompanied by an explanation for denial. Response for time off request shall be in a timely manner.

13.4.1 Black out dates for vacation scheduling will be permitted for unusual departmental situations. In such circumstances the department will first meet with the Union through Labor Management Committee and the Union will have input on the proposed black out schedule.

13.4.1.1 Employees shall indicate their preference for vacation times on such schedule no later than November 30<sup>th</sup> of each vacation year.

13.4.1.2 Supervisor approval of requested vacation times from said schedule shall be on the basis of bargaining unit seniority; provided that each employee will be permitted to exercise seniority rights only once each vacation year for this purpose.

13.4.1.3 Bargaining unit seniority can only be exercised for the same major holiday once in two years. Major holidays are those encompassing the weeks of Thanksgiving, Christmas, New Year and July 4<sup>th</sup>.

13.4.1.4 Supervisors must approve vacations requested during this process by December 20<sup>th</sup>. Vacation requests received from December 1<sup>st</sup> through December 20<sup>th</sup> for the next vacation year will be considered as being received on December 20<sup>th</sup> and will be responded to within two weeks.

13.4.1.5 Bargaining unit seniority shall not be determinative of conflicts in vacation times requested after November 30<sup>th</sup>.

13.4.2 Notwithstanding Section 13.4.1.4 above, all written requests shall be responded to within two weeks of receiving the request.

13.4.3 The manager may require up to three weeks' advance request for split vacations (one day but less than one week).

13.4.4 Supervisors may not refuse any vacation requests except for the following reasons:

- a. An epidemic
- b. Natural disaster
- c. Emergency
- d. Number of requests already submitted and approved
- e. Time requested is blacked out and unit needs cannot be met
- f. Ability to cover staffing if the request is submitted less than four weeks in advance
- g. Insufficient vacation hours have been earned by the employee
- h. Established peak client activity times
- i. Request is inconsistent with provisions of this Agreement
- j. Request is before the November 1<sup>st</sup> posting for the next or any subsequent vacation year

13.4.5 Approved vacations may not be rescinded by management for any reason other than a staff emergency that would prohibit our ability to provide essential services or public health emergency (such as a pandemic flu outbreak). The employee may rescind an approved vacation of one or more weeks if they become ill and their illness prevents the employee from taking the planned vacation.

**13.5 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 compensatory 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.

**13.6 Vacation Leave Donation Plan.** 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.

**13.7 Conversion.** Employees hired prior to January 1, 2013, may voluntarily opt to switch to an alternative leave system for Paid Time Off (PTO) in accordance with Article 14 in this Agreement (this plan combines vacation time, sick leave and floating holiday accruals) in accordance with the following procedures.

1. The County will offer an election period for the opportunity to transfer to the PTO plan annually during a designated period to be determined by the Human Resources Department. Following this election period, any transfer elected will become effective January 1<sup>st</sup> of the following year. Once an employee elects to enroll in the PTO leave plan, it is irrevocable.
2. Employees who voluntarily transfer to the PTO leave plan will have established leave balances converted as follows:
  - a. Vacation Accrual balance will be converted to the PTO bank.
  - b. Sick Leave Accrual balance will be converted to the Sick Leave Reserve (SLR) bank.

## **ARTICLE 14. PAID TIME OFF**

**14.1** Paid Time Off (PTO) is used in lieu of the established vacation leave, sick leave and floating holiday within this Agreement. PTO can be used for vacations, personal or family business, illness, family illness, doctor's, dentist and eye care appointments and other reasons.

**14.2** The PTO plan applies to full-time and part-time employees who are regular or project employees and recognized in Article 1 in this Agreement.

**14.3** Eligibility and Conversion.

### **14.3.1 New Employees:**

14.3.1.1 All employees hired, rehired or reinstated shall have the voluntary, one-time option of selecting between the following two (2) leave choices: **1.** Vacation/sick leave accruals per this Article 14 and Article 16 in this Agreement, or **2.** Paid Time Off (PTO) Program per Article 14 in this Agreement. Whichever leave is chosen; accrual rates are defined in the applicable Articles and shall begin the first 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 or PTO in the first six (6) months of employment but exceptions may be authorized by the department head or elected official.

14.3.1.2 No accrual shall occur during unpaid leave and PTO accrual will be pro-rated based on the number of hours in paid status. Regular part-time employees shall accrue PTO on a pro rata basis. 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.

### **14.3.2 Current Employees:**

14.3.2.1 Employees hired prior to January 1, 2013 may continue participation in the Paid Time Off (PTO) program accrual plan and shall accrue PTO based on paid hours.

14.3.2.2 Employees hired prior to January 1, 2013 may elect to transfer to the PTO plan annually during a designated period to be determined by the Human Resources Department Any transfer elected by the employee will become effective January 1<sup>st</sup> of the following year. Once an employee elects to enroll into the PTO leave plan, it is irrevocable.

14.3.2.3 Employees who were hired after January 1, 2013 and were enrolled in the mandatory Paid Time Off (PTO) program will have a one-time voluntary option, during the 2015 open enrollment, to be converted to the County's vacation/sick leave system in accordance with Articles 13 and Article 16 in this Agreement. All PTO banks shall be converted to vacation time. Employees who choose this option will not be allowed to return back to the Paid Time Off (PTO) Program.

14.3.2.4 All unused hours that exists in an employee's sick leave bank on the day the PTO plan becomes effective, will be available for use in a Sick Leave Reserve (SLR) account pursuant to Article 16 in this Agreement.

14.3.2.5 All unused Vacation Accrual balance on the day the PTO plan becomes effective will convert to the new PTO bank.

**14.4 Accrual Leave Schedule:**

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

**Full time employees**

<b>Completed Years of Service</b>	<b>Monthly Accrual</b>	<b>Hours Per Year</b>	<b>Days Per Year (based on an 8 hour day)</b>	<b>Maximum Accumulation * (Hours)</b>	<b>Maximum Payout</b>
Start	11.333	136	17	136	136
Year 1	13.333	160	20	320	208
Year 5	15.333	184	23	368	256
Year 10	17.333	208	26	416	304
Year 15	19.333	232	29	464	352
Year 20	21.333	256	32	512	400
Year 25	23.333	280	35	560	448

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

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

Scheduling of Paid Time Off (PTO) or Sick Leave Reserve (SLR) shall be in accordance with Article 12, Article 14 and Article 16 to this Agreement.

**14.5 Accruals.**

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

14.5.1 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.

14.5.2 Eligible employees begin accruing PTO leave from the first day of employment. Generally, employees will not be entitled to use PTO leave until the completion of six (6) months of service; except for sick leave purposes. An exception may be granted for vacation purposes by the Department Head or Elected Official.

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

#### **14.6 Maximum Accumulation.**

Employees may accumulate accrued PTO leave up to the maximum defined under the PTO leave schedule. Accruals cease upon reaching the maximum accumulation. It is each employee's responsibility to monitor his/her PTO leave plan balance.

#### **14.7 Scheduling and Use of Paid Time Off (PTO) Hours.**

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

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

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

#### **14.8 Leave Donation.**

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

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

## **14.9 Pay out at Separation.**

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

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

## ARTICLE 15. HOLIDAYS

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

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

15.1.1 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.

15.1.2 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 during that pay period or as otherwise approved by their supervisor, after discussion with the employee, the employee shall receive an alternative day off 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.

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

**15.2 Floating Holidays.** Employees who participate in the vacation plan shall receive two (2) floating holidays per year. Floating holidays shall be credited on January 1st of each year.

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

15.2.2 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.

15.2.3 New employees shall receive a pro rata share of floating holiday hours at the rate of one twelfth of the annual entitlement for each full month of service during the year.

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

15.2.4 Employees who are in the Paid Time Off (PTO) leave system shall not accrue floating holidays and shall have such leave in accordance with Article 14 to this agreement.

**15.3 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.

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

**15.4 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 (1 ½) 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 Health Department.

**15.5 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 16. SICK LEAVE AND SICK LEAVE RESERVE**

**16.1 Purpose.** Employees hired prior to January 1, 2013 may continue participation in the sick/vacation leave accrual plan. Sick leave is provided to continue pay during illness or injury incapacitating the employee to perform his/her work, contagious disease whereby his/her attendance at work would create a direct threat to the health of fellow employees or the public, or as otherwise provided by law or this Article. The County and the Union agree that sick leave use is subject to certain conditions and restrictions as defined herein.

16.1.1 Employees who are in the Paid Time Off (PTO) leave system shall not accrue sick leave and shall have such leave in accordance with Article 14 in this Agreement. Employees who have unused sick leave hours in their sick leave bank on the day the PTO plan became effective, those hours will be available for use in a Sick Leave Reserve (SLR) account. Employees will not accrue any additional hours in the SLR bank and once the hours are used, they will be exhausted.

16.1.2 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.

16.1.3 With prior approval, earned vacation leave or accrued compensatory time may be used when accrued sick leave is not available for an absence necessitated by illness or injury.

**16.2 Sick Leave Accruals.** Full time employees covered by this Article shall accrue sick leave at the rate of four hours per pay period or ninety-six (96) hours per year. Sick leave may be accumulated up to a maximum of twelve hundred (1200) hours. Accruals and maximum accumulation shall be prorated for regular part-time employees.

16.2.1 Employees shall accrue sick leave based on paid hours.

16.2.2 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.

**16.3 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 day waiting period for Time Loss benefits.

**16.4 Family Illness Usage.** Except as provided in Article 10.3.2 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.

**16.5 Medical and Dental Appointments.** Except as provided in Article 10.3.2 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 as it causes the least disruption to the department. The manager reserves the right to deny the request based on operational needs.

**16.6 Reporting and Approval Procedure.** Except as provided in Article 16.4 in this Agreement, employees unable to report for duty shall notify the County's designated representative in accordance with procedures and timelines established at the department level. Employees who know in advance that they will be utilizing sick leave for a particular purpose (e.g., dental or medical appointments, etc.) shall give notice of the dates of such leave as far in advance of the leave as is practicable, but employees shall take into consideration department needs and recognize that under normal circumstances a twenty-four (24) hour notification is reasonable. Employees who fail to notify the department of an absence are subject to disciplinary action for absence without leave.

**16.7 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 accordance with the Attendance Policy, 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.

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

16.8.1 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 (including progressive discipline as outlined in Article 21.2 in this Agreement).
- Employees are responsible for addressing the circumstances which give rise to absences.
- Time off taken under the auspices of federal and state disability and family leave laws will not be considered as part of an assessment of employee's attendance or a corrective action plan.

16.8.2 For the purposes of this section, "attendance" refers only to absences due to illness or injury as outline in Section 20 of the Clark County Attendance Policy; and not to scheduled absences such as vacation, comp time, floating holidays, bereavement leave, military leave, PTO system leave, industrial injury leave, jury duty, and scheduled sick leave. Scheduled absences are those that have prior supervisory approval.

**16.9 Sick Leave Reserve (SLR).** Employees whose leave of absence is approved under Family Medical Leave including those with an eligible domestic partner, Pregnancy Disability, or medical care under the Domestic Violence Policy, may access their SLR bank immediately. In order to accurately be considered and recorded as protected leave, employees must identify the reason for and anticipated duration of their absence when calling in under their department's call-in policy or scheduling in advance.

Employee's whose absences are related to their own illness or injury or that of their family member that is not covered by Family Medical Leave, Pregnancy Disability or Domestic Violence policy as described above, must use PTO for the first twenty-four (24) consecutive work hours for each illness or injury. After twenty-four (24) work hours, employees may access their SLR bank, if available.

**16.10 Sick Leave and Sick Leave Reserve 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:

Portion/Tier of Accumulated hours	Percent Payable	Maximum Payout
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
Total		450

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

## ARTICLE 17. OTHER LEAVES

**17.1 Bereavement and Funeral Leave.** A regular employee shall be granted up to three workdays (maximum twenty-four [24] hours) of paid bereavement leave at the time of a death in the employee's immediate family. Such employee shall be granted up to an additional two days (maximum sixteen [16] hours) of paid bereavement leave when air travel or one-way land travel of four hours (4) or longer is necessary. To be eligible for the additional one or two days (maximum eight [8] or sixteen [16] hours) paid leave, pre-authorization from the Department Director or designate is required. Bereavement leave shall be prorated based on FTE, and may be used consecutively or non-consecutively. Bereavement leave shall normally be used within two (2) weeks of the date of the death. Exceptions to the two (2)-week use provision will be considered on a case by case basis and requires a managers 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 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).
- c. The employee's grandparents, grandchildren, aunts and uncles.
- d. Other relatives living in the employee's household.
- e. Any person under the guardianship of the employee.

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

17.1.2 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.

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

**17.2 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.

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

17.3.1 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.

17.3.2 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 PTO, vacation, floating holiday or comptime balance. Should the employee have no leave available then they shall be allowed to use unpaid leave.

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

**17.4 Serious Health Conditions, FMLA and Family Care Leave.** The County shall authorize leaves of absence 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.

17.4.1 **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.

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

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

17.4.3.1 With the 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.

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

**17.5 Workers' Compensation.** All employees are covered by the Washington State Workers' Compensation Act for injuries or illnesses received while at work for the County. An employee may charge his/her sick leave account, or other accrued paid leave if his/her sick leave balance is exhausted, for the difference between any compensation received from the Workers' Compensation Insurance and the employee's normal pay for injuries or illnesses covered by Workers' Compensation 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.

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

17.6.1 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.

17.6.2 For unpaid leaves of fifteen (15) calendar days or more, salary anniversary, length of service and bargaining unit 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.

17.6.3 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.

**17.7 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 18. INSURANCE**

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

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

**18.2 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.

18.2.1 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) calendar days from the date coverage is effective. Coverage will terminate at the end of the last day of the month in which employment ends, except as provided in Article 22.10 in this Agreement.

18.2.2 Dental coverage will begin the first (1<sup>st</sup>) of the month following ninety (90) calendar days of employment. Coverage will terminate at the end of the last day of the month in which employment ends, except as provided in Article 22.10 in this Agreement.

18.2.3 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.

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

18.2.3.2 Temporary changes in work hours will not result in a change in benefits available or employer contribution, unless the change in hours continues for three (3) consecutive months or more 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.

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

18.2.5 Eligible dependents include legal spouse, domestic partner, and dependent children including the domestic partner's children who reside in the home up to nineteen (19) or until

age twenty-three (23) if a full-time student at an accredited school (unless otherwise required by federal or state law). Employees adding a domestic partner must submit the required documentation to HR-Benefits.

18.2.6 **Qualified Family Status Changes:** Enrollment changes as a result of a qualified family status change will be provided in accordance with state or federal laws and County policy. Enrollment changes must be received by the County with the applicable documentation within thirty-one (31) calendar days [sixty (60) calendar days for newborns or children placed with the employee for adoption] and shall be effective the first (1<sup>st</sup>) of the month following the date of the qualifying event; except in the case of newborns and adoptions, coverage is effective on the date of birth or placement in the home. Enrollment changes must be received by the County with the applicable documentation within thirty-one (31) calendar days [sixty (60) calendar days for newborns or children placed for adoption] otherwise coverage cannot be obtained until the next open enrollment with coverage effective January 1<sup>st</sup> of the following year.

18.2.7 **Eligibility for coverage during unpaid leave.** Employees will have continuous coverage during an unpaid leave of absence if covered by federal or state leave laws. For other unpaid leaves, any month in which the employee is in an unpaid status the first of the month and the unpaid leave has been thirty-one (31) continuous calendar days or longer, benefits will not be provided. Coverage will be reinstated effective the first of the month following the date of the employee's return to work; except for return from USERRA leaves and other applicable state and federal protected leaves.

18.2.8 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.

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

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

18.2.9.2 Job-share partners may elect to have one (1) partner have medical coverage only and one (1) have dental coverage only. With this election the county will pay the employer contribution for the coverage in the same manner as a full time employee.

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

18.2.10 Due to the unknown possibility of opening a near-site or on-site clinic, this Section (Article 18.2), may be opened during the term of this Section upon mutual agreement between the Union and the Employer.

### **18.3 Premiums.**

18.3.1 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.

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

18.3.2.1 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) per month (sixty-five dollars [\$65] per pay period); part-time and job share employees (twenty [20] – twenty-nine [29] hours per week) receive ninety-one dollars [\$91] per month (forty-five dollars and fifty cents [\$45.50] per pay period); job-share employees receive sixty-five dollars (\$65) per month thirty-two dollars and fifty cents [\$32.50] per pay period) if both job-share partners waive coverage.

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

18.3.2.3 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.

**18.4 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.

**18.5 Open Enrollment.** The County agrees to provide 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.

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

18.6.1 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.

**18.7 Long Term Disability Insurance.** The County shall provide each employee long term disability insurance policy providing for pay continuation of sixty percent (60%) of salary with a sixty (60) day elimination period and such other provisions as are provided by the plan document. Employees may also elect to purchase additional coverage under the Long Term Disability (LTD) Buy-Up plan and will be eligible to receive sixty-six and two thirds percent (66 2/3 %) of their covered salary. Benefits are paid up to a maximum covered salary of fifteen thousand dollars (\$15,000.00) per month, (e.g. sixty percent [60%] of seventy-five hundred dollars [\$7,500.00] month salary is forty-five hundred dollars [\$4,500.00]).

### **18.8 Continuation of Benefits.**

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

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

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

18.8.4 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 19. OTHER BENEFITS

**19.1 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.

**19.2 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 Plan. Contributions may be made up to the allowable IRS maximum.

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

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

**19.5 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.

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

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

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

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

19.6.1 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.

## **19.7 License and Certifications.**

19.7.1 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. 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.

19.7.2 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.

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

## **ARTICLE 20. SENIORITY**

**20.1** Bargaining unit seniority shall be defined as the length of service in positions within the bargaining unit in the Health Department since the last date of hire or appointment to a position in the bargaining unit, and shall not be prorated based upon FTE.

**20.2** Bargaining unit seniority is referenced many times throughout this Agreement. Some sections where seniority is addressed include:

<b>Article</b>	<b>Reference</b>
9.3	Promotional Opportunities
17.6	Other Leaves of Absence
22.4	Seniority for Layoff
22.5	Selection and Notice
22.6	Reassignment and Bumping
22.7	Recall
22.9	Rights upon Recall

**20.3 Length of service.** An employee's most recent date of hire in a regular budgeted position with the Health Department or Clark County will be used to determine length of service.

**20.4 Classification Seniority.** Classification seniority shall be defined as length of service in the classification since the date of hire or appointment into a regular budgeted position in the classification. This date shall be adjusted for any time served in another classification.

**20.5 Adjustments to Seniority and Service.** An Employee's bargaining unit seniority, classification seniority, salary anniversary and length of service shall be adjusted by the following:

20.5.1 Unpaid leaves of fifteen or more calendar days.

20.5.2 When recalled from layoff, see Rights upon Recall, Article 22.9.

20.5.3 When reinstated under Article 9.4.11.

**20.6** Incumbents in Administrative Assistant classification included in the bargaining unit effective with the ratification of this Agreement will be credited with bargaining unit seniority for all time worked in the administrative assistant classification and any previous bargaining unit positions.

## **ARTICLE 21. DISCIPLINE AND TERMINATION**

### **21.1 Probationary Periods.**

21.1.1 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 other instances the probationary period shall be six (6) months unless specified otherwise by this Agreement or said period is extended by mutual agreement of the employee, the Union and the County.

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

**21.2 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 2 (Department Head).

21.2.1 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.

21.2.2 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.

**21.3 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.

**21.4 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.

## **21.5 Voluntary Termination Procedure.**

**21.5.1 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 department head may waive the two (2) week notification period.

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

### **21.5.3 Abandonment of Position.**

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

- a. Absence for three (3) consecutive days without notice or approval.
- 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.

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

**21.5.3.3** 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.

**21.6 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 22. LAYOFF

**22.1** 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 lay off from their former classification for the purpose of recall rights under this Article. Forced reduction of hours may also be considered a layoff by the employee provided the hours are reduced to less than .75 FTE. As additional revenue becomes available to the program involved, the affected employee's hours and assignment of office, where applicable, will be restored to the greatest degree possible.

**22.2 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:

22.2.1 Termination of non-critical employees and consultants.

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

22.2.3 Attrition-based programs such as early retirements, voluntary layoffs and voluntary reduction in FTE status.

22.2.4 Reduction of paid leave balances or accrual rates.

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

**22.3 Bilingual Designated Positions.** Two designated Community Health Worker positions in the Communicable Disease program shall be protected from bumping unless they can be bumped by a more senior eligible employee with the same language skills.

**22.4 Seniority for Layoff.** Seniority for selection of employees for layoff and bumping/reassignment shall be based upon bargaining unit seniority, defined as the length of 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:

22.4.1 In the event of a tie in bargaining unit seniority, seniority shall be prioritized as follows: classification seniority, and then ties at this point will be broken by lot.

22.4.2 When an entire classification is eliminated and replaced with a new classification (for example Office Assistant II replacing Program Assistant II), seniority in the former classification shall be added to seniority in the new classification.

22.4.3 Seniority in a homogeneous classification series, e.g. Public Health Nurse I/II, shall be computed as all time in any of the classifications.

22.4.4 Bargaining unit 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.

22.4.5 Bargaining unit seniority rights shall not be exercised until completion of the required new hire probationary period for the classification. Employees on a promotional probationary period may not bump into other positions in the classification in which they are still on probation.

## **22.5 Selection and Notice.**

22.5.1 The appointing authority shall identify by classification the positions to be eliminated. Within classification, employees having the least bargaining unit seniority shall be selected for layoff.

22.5.2 Employees who will be separated from County service shall be provided a minimum of twenty (20) working days' notice or pay in lieu of notice (one day's pay for each day of notice below twenty). The Union shall be notified concurrent with notice to employees. A minimum of ten (10) working days' notice shall be provided to employees who are reassigned to lower classifications. One (1) week minimum notice is required for employees who are reassigned laterally as a result of layoff. No pay-in-lieu-of-notice is authorized but the reassignments and demotions shall be delayed until the required notice period has been met. The County may issue contingent layoff notices to employees whose positions are not being eliminated but who it determines are subject to being bumped by more senior employees.

## **22.6 Reassignment and Bumping.**

22.6.1 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; project positions may have more restrictive training requirements. In the event there is more than one qualified candidate for a position, such position shall be offered on the basis of bargaining unit seniority. In bumping situation, 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 bargaining unit positions in the classification from which the employee is being laid off.
- b. Vacant bargaining unit positions in former classifications in which the employee has served and completed the probationary period.

- c. Occupied bargaining unit positions held by less senior employees in former classifications in which the employee has served, completed the probationary period and possesses current requisite certifications and licenses that are required to perform the job.
- d. Bumping across bargaining units is not permitted.

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

22.6.3 Within three (3) months of the reassignment, if the employee is not successful in their reassigned position, they may be separated from the County and maintain the Recall rights outlined in Section 22.7 in this Article.

**22.7 Recall.** Employees who are laid off or reassigned in lieu of layoff shall be placed on a recall list in order of bargaining unit seniority for the classification from which they were laid off and any former classifications. In order to be considered for recall, the employee must have served and completed the probationary period and possess current certifications and licenses required to perform the job. The recall period shall be two (2) years for the classifications from which they were laid off and one (1) year for formerly held classifications in the bargaining unit. Bargaining unit seniority for recall shall be computed the same as seniority for layoff and bumping.

22.7.1 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.

22.7.2 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.

**22.8 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.

**22.9 Rights Upon Recall.** Employees who are recalled shall be reinstated with all rights formerly attained including accrued sick leave, less any which may have been paid out upon layoff. The bargaining unit seniority date shall be adjusted to reflect the time on layoff but the employee shall otherwise retain all seniority 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.

**22.10 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 23. GRIEVANCE PROCEDURE

### 23.1 Purpose and Scope.

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

23.1.2 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.

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

**23.2 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.

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

23.2.2 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.

23.2.3 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.

### **23.3 Timelines.**

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

23.3.2 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.

### **23.4 Steps.**

23.4.1 **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 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.

23.4.2 **Step 2.** If the grievance is not resolved at Step 1, the aggrieved employee or the Union shall submit the written grievance to the department head 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.

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

23.4.4 **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.

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

**23.5** When submitting a grievance to arbitration, 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 first strike shall be made by the Union. As an alternative to requesting lists and striking names, the Union and the County may agree to use the services of a particular arbitrator.

**23.6** The arbitrator shall have the power to issue and enforce subpoenas in accordance with RCW 7.04. 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.

**23.7** 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.

**23.8** 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.

**23.9 Mediation.** 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 process to resolve grievances or other issues between them as provided herein. As contemplated by this section, mediation involves the use of a third party, to serve as a mediator, using contemporary mediation techniques. A decision to utilize a mediator shall be voluntary by both parties and subject to the following understandings:

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

23.9.2 If the parties agree to enter into mediation, the mediator shall first attempt to assist the parties in achieving a voluntary resolution. The mediator will not have the authority to force either party to accept a particular resolution. If the parties are unable to reach **resolution**, the mediator, **if the parties mutually agree**, may be requested to offer a bench option.

23.9.3 Settlement discussions by the parties during mediation may not be introduced during any subsequent arbitration or PERC proceedings, nor may the comments by the mediator be referenced.

## ARTICLE 24. DEFINITIONS

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

**Bargaining unit seniority** - Shall be defined as the length of service in positions within the bargaining unit in the Health Department since the last date of hire or appointment to a position in the bargaining unit.

**Classification Seniority** - Classification seniority shall be defined as length of service in the classification since the date of hire or appointment into a regular budgeted position in the classification. This date shall be adjusted for any time served in another classification.

**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 division.

**Lead Worker** - An assignment of responsibilities designed to help a program or division function more efficiently. Responsibilities include organization, routine direction, scheduling and/or coordination of work duties of three or more full time equivalent bargaining unit positions in addition to the employee. Lead workers shall not have authority to hire, terminate, perform disciplinary action or conduct performance appraisals. To be eligible for lead worker an employee must have an FTE status of at least .8 FTE. Selection of employees for lead worker assignments will follow a competitive bidding process in which eligible employees within work units will be notified and given an opportunity to apply and interview for the assignment. The notification will include the anticipated duration of the assignment. If there are no applicants for the assignment, management may appoint the lead workers. During the assignment as lead worker, the selected employee shall receive a 5% premium to their base pay.

**Length of service** - An employee's most recent date of hire in a regular budgeted position with the Health Department or Clark County will be used to determine length of service.

**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 but at least twenty.

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

**Probation** - See Article 21.1 in this Agreement.

**Project employee** - Employee hired into project positions for limited duration assignments generally expected to last from six to twenty-four months.

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

**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).

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

- a. **Reemployment** - The rehire of a regular employee after more than one (1) year of separation or to a classification other than that from which the employee terminated. Employees may only be reemployed by applying through normal competitive selection processes. However employees who return to County employment with two (2) years of separation shall be entitled to bridge their service for vacation accrual purposes only.
- b. **Reinstatement** - The rehire of an employee in his/her former classification pursuant to Article 9.4.11 in 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 12 in this Agreement for computation and discussion of hourly versus salaried treatment).

**Salary Anniversary Date or Review Date** - The date as specified by this Agreement (see Article 12.6 in this Agreement) upon which an employee is eligible for a step increase within his/her range.

**Temporary Employee** - An employee hired on a limited term basis of not more than 1040 hours in a calendar year.

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

## **ARTICLE 25. SUBSTANCE ABUSE FREE WORKPLACE**

**25.1 Statement of Principle.** The County and the union, in keeping with the provisions of the Drug-Free Workplace Act of 1988, are committed to providing and maintaining a substance abuse-free working environment for the safety, physical and mental health of all employees and the public whom we serve.

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

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

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

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

**25.2 Covered Classifications.** All classifications within the union bargaining unit are covered by this Article.

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

**25.3.1 Post Incident.** To be conducted after accidents and/or incidents involving an employee and/or equipment and/or facility. Post incident testing shall take place as soon as practicable, but no later than within two (2) hours following the accident or incident for alcohol and within thirty-two (32) hours of the accident or incident for drugs. An employee subject to such testing is expected to remain readily available to undergo the tests. However, this should not be construed to require the delay of necessary medical attention for injuries or to prohibit an employee from leaving the scene of an accident or incident if necessary to obtain assistance to respond to the accident or incident or to obtain emergency medical care. In all circumstances the testing will be conducted at the job site, collector's office or medical facility (transportation, if necessary, will be provided). An employee waiting to be tested will remain in paid status from the time of the accident/incident until testing is completed.

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

**25.3.2 Reasonable Suspicion.** Conducted when a supervisor observes specific indicators characteristic of prohibited drug or alcohol use is present in the employee's appearance, behavior, speech or body. The supervisor will request a second opinion from another non-represented management employee who has been trained (both must agree) prior to requesting an employee to take a reasonable suspicion drug/alcohol test. At this time, the employee shall be informed of the right to Union representation. This will not be construed as an opportunity for an employee to delay testing. Employees may not operate county motor vehicles or equipment after being notified that a reasonable suspicion test is warranted. Additionally, employees believed to be under the influence or impaired for any reason shall be tested at the job site, collector's office or medical facility (transportation, if necessary, will be provided). Following the testing, the employee will be transported home via a local cab company, at the County's expense, or provided the opportunity to contact a non-duty-employee or non-employee for a ride. The employee will be informed that the law enforcement authorities shall be notified of his/her vehicle license number if the employee insists on driving. In no case will a supervisor or other on-duty employee transport the employee.

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

**25.3.4 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 or incident without a valid reason before testing.

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

**25.4 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.

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

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

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

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

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

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

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

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

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

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

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

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

**25.4.2 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-DOT and .02 (DOT)) the test will be recorded as negative.
- If the initial test indicates an alcohol concentration of .04 (non-DOT and .02 (DOT)) or greater, a second confirmatory test will be conducted at least fifteen (15) minutes, but not more than thirty (30) minutes, after the initial test.

- Before the confirmatory test is conducted, the BAT shall conduct an airblank test which must read 0.00 to proceed.
- The confirmatory test will be conducted using the same screening procedures as the screening test with the exception of the post-test airblank.
- If the test results are not identical, the result of the confirmatory test is considered to be the final result.

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

### **25.5 Positive Test Results.**

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

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

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

### **25.6 Pay Status.**

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

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

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

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

Follow up testing will be conducted when an individual who has violated the prohibited substance abuse conduct standards returns to work. Follow-up tests are unannounced and will be conducted as recommended by the SAP or CDP. Follow-up testing of CDL drivers must conform to DOT

standards. Employees testing positive during the follow-up testing period are subject to discipline up to and including immediate termination.

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

The County will keep confidential all testing results.

If at any point the results of the testing procedures specified in Section 25.4 (Drug/Alcohol Testing Processes) of this Article are negative, all further testing shall be discontinued. The employee will be provided a copy of the results, and all other copies of the results (including the original) will be maintained in the Human Resources Department.

Prior to participating in the mandatory testing process, employees who voluntarily seek assistance concerning a drug or alcohol problem shall not be disciplined by the employer and will be immediately referred to the County's EAP. Employees may use available sick leave, floating holiday, accrued PTO, vacation or comp time for counseling and treatment.

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

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

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

### **25.9 Education and Training.**

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

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

#### **25.10 Record Retention.**

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

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

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

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

#### **25.11 Laws & Regulations.**

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

## ARTICLE 26. SCOPE AND DURATION

**26.1 Entire Agreement.** This Agreement constitutes the entire agreement between the parties and concludes collective bargaining for its term subject only to a desire by both parties to mutually agree to amend or supplement at any time. The County and the 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.

**26.2 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.

**26.3 Duration and Renewal.** The parties agree that all provisions of this Agreement and its appendices shall be effective on the first day of the month following ratification except for those provisions which have a specific effective date in the Agreement. It shall remain in full force and effect through the 30<sup>th</sup> day of June 2018. The contract shall be automatically renewed from year to year thereafter, unless the County or the Union gives written notice to the other that it wishes to modify the contract for any reason. Such notice must be submitted not later than six (6) months prior to the expiration date.

26.3.1 The County and the Union agree to begin negotiations no later than April 30, 2018 and will continue to negotiate through August 31, 2018. Any/all unresolved matters will then either be withdrawn by the respective party or be referred to the PERC sponsored mediation.

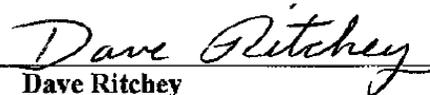
**APPROVAL**

This Agreement entered into between Clark County and the Laborers International Union, Health Care Division Local 335 was formally signed and approved on the 24 day of November 2015.

**BOARD OF CLARK COUNTY COUNCILORS**

  
\_\_\_\_\_  
**David Madore, Chair**

**Local 335 Laborers International Union, Health Care Division**

 12/23/15  
\_\_\_\_\_  
**Dave Ritchey** **Date**  
**Business Manager/Secretary Treasurer**



Classifications		2017 Hourly Rates (2.2% Increase)												
Table	Rq.	Title	1	2	3	4	5	6	7	8	9	10	11	12
HD	024	Community Health Worker	18.07	18.52	18.99	19.47	19.95	20.44	20.95	21.47	22.01	22.46	22.90	23.59
HD	024	Medical Assistant	18.07	18.52	18.99	19.47	19.95	20.44	20.95	21.47	22.01	22.46	22.90	23.59
HD	024	Nutrition Assistant	18.07	18.52	18.99	19.47	19.95	20.44	20.95	21.47	22.01	22.46	22.90	23.59
HD	028	Nutrition Technician	19.95	20.44	20.95	21.47	22.01	22.52	23.11	23.67	24.27	24.74	25.22	25.99
HD	028	Research Assistant	19.95	20.44	20.95	21.47	22.01	22.52	23.11	23.67	24.27	24.74	25.22	25.99
HD	030	Health Educator I	22.71	23.27	23.85	24.46	25.06	25.68	26.32	27.00	27.67	28.21	28.79	29.65
HD	030	HIV / AIDS Specialist	22.71	23.27	23.85	24.46	25.06	25.68	26.32	27.00	27.67	28.21	28.79	29.65
HD	031	Health Educator I - Lead	23.85	24.46	25.06	25.68	26.32	27.00	27.67	28.34	29.05	29.62	30.24	31.11
HD	031	HIV / AIDS Specialist - Lead	23.85	24.46	25.06	25.68	26.32	27.00	27.67	28.34	29.05	29.62	30.24	31.11
HD	032	Case Manager I	23.58	24.16	24.78	25.41	26.03	26.67	27.34	28.03	28.73	29.29	29.87	30.78
HD	033	Case Manager I - Lead	24.78	25.41	26.03	26.67	27.34	28.03	28.73	29.43	30.18	30.76	31.39	32.30
HD	034	Env. Health Specialist I	24.52	25.12	25.74	26.41	27.06	27.73	28.42	29.14	29.86	30.47	31.06	32.02
HD	035	Env. Health Specialist I - Lead	25.74	26.41	27.06	27.73	28.42	29.14	29.86	30.58	31.37	32.00	32.63	33.62
HD	036	Community Health Specialist	25.37	26.00	26.64	27.31	28.00	28.69	29.41	30.17	30.91	31.49	32.13	33.11
HD	036	Health Educator II	25.37	26.00	26.64	27.31	28.00	28.69	29.41	30.17	30.91	31.49	32.13	33.11
HD	036	Nutritionist	25.37	26.00	26.64	27.31	28.00	28.69	29.41	30.17	30.91	31.49	32.13	33.11
HD	037	Health Educator II - Lead	26.64	27.31	28.00	28.69	29.41	30.17	30.91	31.65	32.45	33.07	33.73	34.77
HD	037	Nutritionist - Lead	26.64	27.31	28.00	28.69	29.41	30.17	30.91	31.65	32.45	33.07	33.73	34.77
HD	038	Assessment Specialist	26.44	27.09	27.76	28.45	29.17	29.89	30.66	31.42	32.19	32.84	33.51	34.52
HD	038	Oral Health Specialist	26.44	27.09	27.76	28.45	29.17	29.89	30.66	31.42	32.19	32.84	33.51	34.52
HD	038	Public Health Nurse I	26.44	27.09	27.76	28.45	29.17	29.89	30.66	31.42	32.19	32.84	33.51	34.52
HD	038	Social Worker/Case Mgr II	26.44	27.09	27.76	28.45	29.17	29.89	30.66	31.42	32.19	32.84	33.51	34.52
HD	38A	Env. Health Specialist II	26.44	27.09	27.76	28.45	29.17	29.89	30.66	31.42	32.19	32.84	33.51	35.20
HD	039	Assessment Specialist - Lead	27.76	28.45	29.17	29.89	30.66	31.42	32.19	32.98	33.81	34.48	35.18	36.24
HD	039	Env. Health Specialist II - Lead	27.76	28.45	29.17	29.89	30.66	31.42	32.19	32.98	33.81	34.48	35.18	36.24
HD	039	Public Health Nurse I - Lead	27.76	28.45	29.17	29.89	30.66	31.42	32.19	32.98	33.81	34.48	35.18	36.24
HD	039	Social Worker/Case Mgr II - Lead	27.76	28.45	29.17	29.89	30.66	31.42	32.19	32.98	33.81	34.48	35.18	36.24
HD	391	Public Health Nurse II	27.76	28.45	29.17	29.89	30.66	31.42	32.19	32.98	33.81	34.48	35.18	36.24
HD	391A	Public Health Nurse II - Lead	29.17	29.89	30.66	31.42	32.19	32.98	33.81	34.64	35.50	36.19	36.90	38.02
HD	040	Epidemiologist	28.91	29.64	30.37	31.13	31.92	32.70	33.53	34.36	35.23	35.94	36.66	37.78
HD	040	Nurse Practitioner	28.91	29.64	30.37	31.13	31.92	32.70	33.53	34.36	35.23	35.94	36.66	37.78
HD	041	Epidemiologist - Lead	30.37	31.13	31.92	32.70	33.52	34.36	35.23	36.08	36.99	37.73	38.49	39.65
HD	041	Nurse Practitioner - Lead	30.37	31.13	31.92	32.70	33.52	34.36	35.23	36.08	36.99	37.73	38.49	39.65
HD	500	Office Assistant I	14.28	14.64	15.00	15.37	15.76	16.16	16.54	16.97	17.37	17.79	18.22	
HD	503	Office Assistant II	16.54	16.97	17.37	17.79	18.22	18.68	19.13	19.60	20.07	20.59	21.10	
HD	503B	Office Assistant II - Lead	17.37	17.79	18.22	18.68	19.13	19.60	20.07	20.59	21.10	21.64	22.15	
HD	504	Environmental Health Assistant	17.37	17.79	18.22	18.68	19.13	19.60	20.07	20.59	21.10	21.64	22.15	
HD	504A	Environmental Health Assistant - Lead	18.22	18.68	19.13	19.60	20.07	20.59	21.10	21.64	22.15	22.72	23.28	
HD	505	Office Assistant III	18.22	18.68	19.13	19.60	20.07	20.59	21.10	21.64	22.15	22.72	23.28	
HD	506	Accounting Assistant III	19.13	19.60	20.07	20.59	21.10	21.64	22.15	22.72	23.28	23.85	24.43	
HD	507	Administrative Assistant	20.07	20.59	21.10	21.64	22.15	22.72	23.28	23.85	24.43	25.05	25.66	
HD	710	Dept Info Systems Coord I	23.05	23.61	24.18	24.79	25.41	26.03	26.64	27.32	28.00	28.70	29.40	
HD	716	Dept Info Systems Coord II	30.92	31.65	32.40	33.22	34.04	34.90	35.75	36.64	37.53	38.48	39.42	
		Eight Year Longevity Rate												
		Ten Year Longevity Rate												
		Fifteen Year Longevity Rate												



**EXHIBIT B**

**DUES DEDUCTION FORM**

**UNION DUES AUTHORIZATION FORM**

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

Date of Birth \_\_\_\_\_ E-Mail \_\_\_\_\_  
(required by LIUNA)

Home Address \_\_\_\_\_

City, State, ZIP \_\_\_\_\_

Social Security # \_\_\_\_\_ Phone \_\_\_\_\_

Department \_\_\_\_\_ Date of Appt to Position \_\_\_\_\_

Means of Appointment:  new hire  promotion  transfer/demotion  other

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Union/Membership:

- Local 335 Laborers' International Union of North America (LIUNA)
- Religious tenets exemption. Donation to charitable organization [separate form]

Dues and Fees:

Initiation: \$100.00 employee responsibility, payroll deduction

Payment Schedule:

1 of \$100.00  2 of \$50.00  4 of \$25.00

Monthly Dues: \$41.00 per month, employee responsibility, payroll deduction

Payroll Deduction Authorization:

I authorize deduction of the above amounts by payroll deduction and remittance to the labor organization designated. I understand that I may withdraw this authorization at such time as I desire to make other payment arrangements directly with the labor organization involved.

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

## APPENDIX A

### MEMORANDUM OF UNDERSTANDING REGARDING HEALTHCARE BENEFITS

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

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

**Committee Membership:** The Committee shall be comprised of two (2) representatives from each bargaining unit (including representation from their respective union staff), two 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 tier, 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 cost will be borne by the employees
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:**

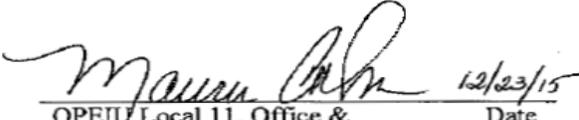
- The Committee may choose to work with a Mediator. The Mediator shall not be a voting member of the Committee. However, if the Healthcare Committee is unable to reach a decision for any benefit year by September 1<sup>st</sup>, the Mediator shall direct a solution no later than October 1<sup>st</sup>. 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.

Due to the unknown of the possibility of opening an on-site or near-site medical clinic, this MOU may be opened during the term of this MOU to bargain the impact by mutual agreement between the Union and the Employer.

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, 2018.

	<u>11/24/15</u>		
Chair Clark County Board of Councilors	Date	AFSCME, Local 307CO, Public Works & Community Development	Date
	<u>11/23/2015</u>		
Francine M. Reis, Human Resources Director	Date	PTE Local 17, Appraisers & Other Professionals; and Engineers, Technicians and Other Professionals	Date
	<u>12/23/15</u>		
OPEIU Local 11, Office & Professional Employees	Date	IAM, Local 1432, Machinists	Date
	<u>12/23/15</u>		
LIUNA Local 335, Health Care Division	Date	Information Technology Guild	Date
Juvenile Detention Guild	Date	Sheriff's Office Support Guild	Date
ILWU, Local 8, Medical Examiner's Office	Date	Sheriff's Administrator's Guild	Date
		CRESA	Date

## APPENDIX B

### MEMORANDUM OF UNDERSTANDING BETWEEN CLARK COUNTY WASHINGTON AND THE COALITION OF UNIONS

**OPEIU LOCAL 11; PTE LOCAL 17; LIUNA LOCAL 335; and AFSCME LOCAL 307**

This Memorandum of Understanding (“MOU”) is entered into between Clark County Washington and the Coalition of Unions (OPEIU Local 11 – PTE Local 17 – AFSCME Local 307 – LIUNA Local 335) as listed above, to allow proper communication between the parties in Accordance with Article 13 within this Collective Bargaining Agreement.

It is mutually agreed by all parties that at any time should the language for vacation sell back be applicable in any other Agreement or Policy then this language shall be equally applied to all Collective Bargaining Agreements under the Coalition of Unions as listed above and reflected as the following:

**13.7 Vacation Sell-Back.** Employees may elect pay in lieu of vacation up to a maximum of sixty (60) hours per year. Vacation sell-back is subject to the following requirements and procedures:

13.7.1 The opportunity to cash out vacation shall be offered twice per year in the months of June and December. Requests must be submitted by May 15 and November 15 on forms designated by the payroll office.

13.7.2 To be eligible to cash out vacation, an employee must have used a total of eighty (80) hours vacation and floating holiday hours in the prior calendar year. The total of vacation sold may not exceed the maximum hour’s limitation but may be apportioned according to the employee's choice between the June and December sales periods.

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

13.7.4 Vacation sell-back and donations shall be computed at the base hourly rate.

Be it further agreed this Memorandum of Understanding shall be pursuant to the terms and conditions of Article 23 Grievance Procedure to the Collective Bargaining Agreement should there be any dispute regarding the interpretation of this MOU.

## **APPENDIX C**

### **MEMORANDUM OF UNDERSTANDING BETWEEN CLARK COUNTY WASHINGTON AND THE COALITION OF UNIONS OPEIU LOCAL 11; PTE LOCAL 17; LIUNA LOCAL 335; and AFSCME LOCAL 307 WORKPLACE BEHAVIOR**

This Memorandum of Understanding (“MOU”) is entered into between Clark County Washington and the Coalition of Unions listed above, to allow proper communication between the parties in Accordance with Article 26 within this Collective Bargaining Agreement.

All parties understand the importance of professional workplace behavior at Clark County. Human Resources will update the Employment Standards Policy to include language regarding professional workplace behavior standards.

The County is currently actively involved in a county-wide Workplace Improvement Program. Upon conclusion of the Workplace Improvement Program, the proposed outcomes will be reviewed to determine if any of the recommendations need to be included in the policy.

Furthermore, a committee consisting of represented employees and non-represented employees, chaired by Human Resources and a Union Representative, will be formed to identify specific concerns and explore options to address concerns (i.e. training).

The goal of this policy update is to promote professional workplace behavior by detailing the expectations; thereby supporting an environment that is supportive to all employees.

Be it further agreed this MOU shall be pursuant to the terms and conditions of Article 23 Grievance Procedures to the Collective Bargaining Agreement should there be any dispute regarding the interpretation of this MOU.