

AGREEMENT

between

THE INFORMATION TECHNOLOGY GUILD

and

CLARK COUNTY, WASHINGTON

JANUARY 1, 2008 - DECEMBER 31, 2010

EXHIBITS AND APPENDICES

- Exhibit A: Information Technology Guild Salary Schedules
- Exhibit B: Information Technology Guild Covered Classifications
- Exhibit C: Information Technology Guild Seniority Dates as of January 1, 2008

- Appendix A: Healthcare Benefits - Memorandum of Understanding
- Appendix B: Substance Abuse Free Workplace



proud past, promising future

CLARK COUNTY
WASHINGTON

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ARTICLE 1. PREAMBLE

This Agreement is entered into by and between the Clark County (hereinafter "County") and the Information Technology Guild (hereinafter "Guild").

The purpose of this Agreement is to set forth those matters pertaining to rates of pay, hours of work, fringe benefits and other matters pertaining to employment consistent with the County's objective of providing ever improved services to the public.

The parties agree as follows:

ARTICLE 2. DEFINITIONS

For purposes of this Agreement, the below listed definitions shall apply, unless the context clearly requires otherwise:

2.1 "Full-time employee" -- An employee who occupies a regularly budgeted position and who is regularly scheduled to work forty (40) hours per week.

2.2 "Part-time employee" -- An employee who occupies a regularly budgeted position and who is regularly scheduled to work more than twenty (20) but less than forty (40) hours per week.

2.3 "Temporary employee" -- See Section 4.3 for descriptions of temporary, project and contractors.

2.4 "Probationary employee" -- An employee in a probationary period.

2.5 "Probationary period" -- The probationary period following hire into regular bargaining unit positions is twelve (12) months from the date of hire for all classifications within the Guild. The promotional probationary period is six (6) months from the date of promotion. Example: hired January 6th, last day of the probationary period is January 5th of the following year; promoted April 17th, last day of probationary period is October 16th. With written notification to the Guild, the County may extend an employee's probationary period for up to three (3) months as may be necessary to insure adequate achievement of the knowledge, skills, and abilities to perform the work. Extensions of the probationary period for longer periods requires mutual agreement of the County and the Guild.

2.6 "Classification" -- Shall be defined as the employee's job title, specification of job definition, typical duties, required knowledge, skills and abilities and minimum qualifications, job number and range as assigned by the County.

2.7 "Job Family" -- A classification series consisting of related job functions and multiple pay levels with increasing tasks, complexity and independence. For purposes of this Agreement, and by way of example, the Programmer Analyst job family includes Programmer Analyst, Senior Programmer Analyst and Principal Programmer Analyst. Employees having completed the probationary period in any one of the job family levels are considered to have completed the probationary period in any of the lower level classifications in the family.

ARTICLE 3. RECOGNITION

3.1 The County recognizes the Guild as the exclusive bargaining agent for all regular full-time and regular part-time employees employed in the Office of Budget and Information Services in information technology classifications, excluding supervisors, management and confidential employees. Classifications included in the unit as of the beginning date of this Agreement are listed on Exhibit B. New classifications, which may be created within the department, may be included within the bargaining unit upon the written consent of the County and the Guild or by order of the Public Employment Relations Commission.

3.2 Probationary employees shall be entitled to all contractual benefits and rights excluding provisions relating to discharge and discipline.

ARTICLE 4. MANAGEMENT RIGHTS

4.1 Rights Reserved. The management of the County and the direction of the workforce is vested exclusively in the County subject to the terms of this Agreement. The parties agree that existing past practices not covered by this Agreement on mandatory subjects of bargaining or on the impact of permissive subjects on mandatory issues 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 20.

4.2 The parties recognize the following rights of the County:

4.2.1 Determine the methods, process and means of provided services.

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

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 with sufficient written notification prior to appraisal.

4.2.7 Evaluate employees using a performance appraisal format shared with employees in advance.

4.3 Other Than Regular Employees. The County may use other than regular employees provided this does not result in the layoff of Guild employees or a reduction in the number of employees or positions within the Guild. Other than regular employees include temporary and project employees, contractors and alternative workers as described in detail below. Several conditions govern the use of these types of employees:

- a) The time limits set out for the categories below may be extended by written mutual agreement of the Guild and the County.
- b) Other than regular employees are expected, where applicable, to adhere to the same performance standards and expectations as regular employees.
- c) Other than regular employees will provide proper documentation and transfer of specialized knowledge to regular employees.
- d) Management will notify the Guild of plans for the use of other than regular employees in any of the categories below.

4.3.1 Temporary Employees. Information Technology may fill temporary needs on a cyclic or short-term basis, or to assist during an unusually high workload. Temporary employees may be used to meet these needs, but will not be employed longer than six (6) months or more than 1,040 hours, whichever comes first, in any twelve (12) month period.

4.3.2 Project Employees. Information Technology may hire project employees for long term but limited duration assignments generally expected to last from six (6) to eighteen (18) months. Assignments which are appropriate for project employees include those in which project specific training is required in the internal environment/specialized configurations and which typically involve “in-house” applications. Additionally, the following provisions apply.

4.3.2.1 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, tuition reimbursement and Flexible Spending Accounts.

4.3.2.2 Project employees are not otherwise considered regular employees and are not eligible for such things as leaves of absence. Because they 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.

4.3.2.3 Project employees will be participating members of the Guild applicable to the positions and classifications into which they are hired with all rights, excluding the right to bump or displace covered employees when laid off at the conclusion of the project.

4.3.2.4 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 months of service in the position without a competitive selection process, provided the position does not represent a promotional opportunity for existing regular employees.

4.3.3 Contractors. Following discussion in and documentation of a formal meeting with the Information Technology Guild, the Office of Budget and Information Services may contract out bargaining unit work for one (1) time, non-ongoing projects when the duration is not expected to exceed eighteen (18) months. Generally, projects appropriate for contracting are start up/implementation of “off the shelf” applications requiring specialized expertise, without a lot of training, and in which time considerations are critical and absolute. Contractor relationships additionally require fixed dollar amounts, specific durations and result in specific deliverables.

4.3.4 Use of Alternative Workers and Non-Bargaining Unit Personnel. The County may at 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 Guild employees or a reduction in the number of Guild positions. An alternative worker is limited to six (6) months or no more than 1040 hours, whichever comes first, in any 12-month period.

ARTICLE 5. GUILD RIGHTS AND SECURITY

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

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

5.3 In the event an employee member of the Guild fails to maintain his/her membership or charitable payment, the Guild 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 Guild 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.

5.4 The Guild will notify the County of its initiation fees, service fees and dues. The County will deduct such initiation fees, service fees and dues from the wages of the employees and forward them to the Guild each pay period. Each pay period the County shall submit the dues to the address and name provided by the Guild accompanied by a list of dues-paying employees, their salaries, and the amount of their dues.

5.5 New Hires. The County agrees to provide the Guild 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 Guild representative shall be included as part of new employee orientation.

5.6 Printing and Distribution. The County shall bear the cost of printing and binding this Agreement. The County shall provide copies to new hires.

ARTICLE 6. GUILD REPRESENTATIVES AND ACTIVITIES

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

6.2 Access to Workplace. Guild officers may, after informing supervisors, visit the work location of employees covered by this Agreement for Guild purposes. Access shall be allowed provided it does not disrupt the regular work activities of employees or the department.

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

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

6.4.1 Guild officers 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 Guild officers shall be allowed one hour of release time preceding or following meetings with the County for preparation/debriefing activities.

6.5 Guild Business Leave. The Guild shall be granted two (2) days per year Guild business leave for use by officers for Guild conferences and conventions.

6.6 Payroll Reporting.

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

6.6.2 All paid time spent by Guild representatives and members on Guild business leave shall be reported under code UNB (Guild Release Conference & Training/Business) on employee time sheets.

6.6.3 All paid time spent by Guild representatives and members in release time for the purposes of collective bargaining negotiations shall be reported under code UNN (Guild 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 Guild at least thirty (30) days written notice prior to the modification.

ARTICLE 7. STRIKES/LOCKOUTS PROHIBITED

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

ARTICLE 8. HOLIDAYS

8.1 The following days shall be observed as legal paid holidays:

January 1	New Year's Day
Third Monday in January	Martin Luther King's Birthday
Third Monday in February	President's Day
Last Monday in May	Memorial Day
July 4	Independence Day
First Monday in September	Labor Day
Fourth Thursday in November	Thanksgiving Day
Fourth Friday in November	Day after Thanksgiving
December 25	Christmas Day

8.2 Any of the above holidays which may 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.

8.2.1 Employees shall receive the same number of holidays regardless of work schedule. If the date of observance of a holiday falls on an employee's day off, the employee shall receive an alternative day off 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.

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

8.3 Floating Holidays. Employees shall receive four floating holidays per year credited on January 1 of each year.

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

8.3.2 The selection of floating holiday times shall be subject to mutual agreement between the employee and the County and will generally be in full day increments.

8.3.3 New employees shall receive a pro-rata share of floating holiday hours.

8.4 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.

8.5 Holiday work premium. Full-time and part-time employees working on holidays or on a scheduled alternate day off (Section 8.2.1) shall be compensated in accordance with Section 14.2.

ARTICLE 9. VACATION LEAVE

9.1 Vacation leave shall be accrued by full-time employees according to the schedule listed below. In addition the following shall apply:

9.1.1 Vacation accrual will be pro-rated based on the number of hours in paid status.

9.1.2 Part-time employees shall accrue vacation leave on a pro-rata basis.

9.1.3 No vacation leave accrual shall occur during unpaid leave.

9.1.4 New employees shall accrue vacation beginning the first day of employment but shall not be eligible to use or receive termination payoff until completion of six months of service.

9.2 Accrual Rates. Regular full-time employees shall accrue vacation according to the following schedule:

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

9.2.1 No vacation leave accruals shall occur beyond the identified maximums.

9.3 Termination Payoff. Upon termination of employment with more than six 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. Employees may not elect to extend employment beyond the last day of work by using accumulated leave.

9.4 Vacation Leave Donation Plan. Employees may donate vacation to the sick leave account of another employee suffering from an extended serious illness or injury as provided for by current 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 ailing employee to receive donations and the means for apportionment of donated leave. Such determination shall be based on the severity of the illness or injury, length of service and the employee's performance and attendance record.

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

9.5.1 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.

9.5.2 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 hours limitation but may be apportioned according to the employee's choice between the June and December sales periods.

9.5.3 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.

9.6 Employee requests for vacation leave shall normally be granted, provided the requested time off would not interfere with workload requirements and schedules. Annual vacation scheduling, for purposes of this Article, shall be for the 12 month period beginning March 1st.

9.6.1 Requests for vacation received between January 1st and March 1st will be granted on the basis of seniority. Requests for vacation received after March 1st will be granted on a first come, first served basis.

9.6.2 Vacation Scheduling during Major Holidays. Within a work group, requests received between January 1st and March 1st for vacations encompassing major holidays will be granted on the following basis:

9.6.2.1 Seniority can only be exercised for two (2) consecutive years for the same holiday.

9.6.2.2 After two (2) years the holiday must be rotated through less senior employees, each receiving a one (1) year option.

9.6.2.3 The most senior employee can exercise another two (2) consecutive year option once it has rotated through all employees in the work group or until the least senior employee chooses not to take that holiday.

9.6.2.4 Major holidays are defined as the week including Thanksgiving Day, the week including Christmas day, and the week including New Year's Day.

9.6.3 Vacation Bumping and Cancellations. After March 1st, no other employee may bump an approved vacation period, except through mutual agreement among the affected employees. Management will make every effort to honor approved vacation requests. For purposes of this Article, cancellation of or callback from approved vacations shall be in response to emergencies outside of the County's reasonable control. An Employee whose approved vacation is canceled or who is called back from approved vacation shall have non-refundable expenses repaid by the County.

9.7 Employees laid off or resigning from the County in good standing may, upon return to a position with the bargaining unit within twelve (12) months, receive credit for all prior service for purposes of determining vacation accrual rates.

ARTICLE 10. SICK LEAVE

10.1 Sick Leave Accruals. Full time employees covered by this Agreement shall accrue sick leave at the rate of eight (8) hours per month or 96 hours per year. Sick leave may be accumulated up to a maximum of 1200 hours. Accruals cease upon reaching the maximum.

10.1.1 Sick leave accrual will be pro-rated based on the number of hours in paid status.

10.1.2 Part-time employees shall accrue sick leave on a pro-rata basis.

10.1.3 No sick leave accrual shall occur during unpaid leave.

10.2 Purpose. Sick leave is provided to continue pay during illness, injury, or required treatment by a medical professional. Its use is subject to certain conditions and restrictions as defined herein. Employees may be required to provide physician's certification of the nature and duration of an employee's disability from work, ability to return to work and/or ability to continue the full performance of the job duties.

10.2.1 Use of sick leave is contingent upon following required reporting procedures and compliance with the purposes of sick leave. Paid time for sick leave absences may be denied to employees who fail, when properly requested, to call in according to procedures or fail to provide medical verification.

10.2.2 Sick leave is considered as an insurance benefit to provide protection against loss of income resulting from an illness or injury. Sick leave for the employee is an integral component of the County's health insurance program. Absence without leave or the use of sick leave for other than its intended purpose may be grounds for corrective or disciplinary action up to and including termination.

10.2.3 Attendance is an important element of overall job performance. Absences can disrupt the operations and functions and the department's ability to provide services. Employees and their managers will meet periodically to review sick leave usage to insure time is used and classified appropriately.

10.3 Subject to the limitations set forth above, an employee with more than six (6) months continuous service may use accrued and unused vacation or available floating holidays, subject to the approval of the manager and in accordance with Article 9, for absences due to illness when the employee has exhausted accrued and unused sick leave.

10.4 Family Illness Usage. Employees may use sick leave in the event of an illness in the employee's immediate family requiring the attendance of the employee. For the purposes of this Section, immediate family is defined as spouse, domestic partner (with a completed Affidavit of Domestic Partnership on file in the HR-Benefits Department), dependent children incapable of self care of the employee or their domestic partner provided the child resides in the home of the employee and the domestic partner, parents or the step/in-law equivalents and grandparents. Sick and/or unpaid leave may be allowed to care for such other relatives and in such circumstances as required by state and federal leave laws and administrative regulations.

10.5 Sick leave used shall be charged to the nearest half (1/2) hour and thereby deducted from the employee's unused sick leave balance. If the usage is for less than fifteen (15) minutes of the half (1/2) hour, no charge will be made. If the usage is for fifteen (15) or more minutes of the half (1/2) hour, the full half (1/2) hour shall be charged.

10.6 Sick Leave Payoff.

10.6.1 Employees hired prior to January 1, 1980, and retiring from the County following twenty (20) years of service, shall be eligible for the sick leave pay off equal to fifty percent (50%) of their accumulated sick leave. Time on disability pension shall be counted as used sick leave for the purpose of computing money due at retirement for sick leave.

10.6.2 Employees who separate from County service via retirement, 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:

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

10.6.3 Employees who have no sick leave usage (or absences due to illness/injury which are charged to other paid leave accounts) for any full calendar year of service shall be entitled to a day off with pay. Eligibility shall be determined and reported to departments during by March 1st of each year and time off must be used by May 1. This program is only available to full time employees who were on the payroll and in paid status for the full calendar year (2080 hours).

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

ARTICLE 11. OTHER LEAVES

11.1 Bereavement and Funeral Leave. A full-time employee shall be granted up to three (3) consecutive workdays of paid bereavement leave at the time of a death in the employee's immediate family. Such employee shall be granted up to an additional two (2) days of paid bereavement leave when air travel or one-way land travel of four (4) hours or longer is necessary. To be eligible for the additional one or two days paid leave, pre-authorization from the Department Director or designee is required. 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's limitation. For the purposes of this Section, eligible family members are:

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

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

11.1.2 Time off with pay will be allowed for attending the funeral of a County employee.

11.2 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.

11.3 Jury Duty. Leave with pay shall be granted as necessary to allow employees to serve as jury members. Any compensation received by the employee for such duties, excluding mileage, meals, and lodging allowance paid by the applicable court, 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. If an employee is excused or dismissed prior to the final two (2) hours of the workday, he/she shall report back to work; unless the employee is serving at a court more than an hour's drive from the work site, in which case the employee will not have to return to work.

11.4 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.

11.4.1 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.

11.4.1.1 For Family Care Leave the employee should provide as much advance notice of the need as possible.

11.4.1.2 For Family Medical Leave , where possible, an employee should give 30 calendar days advance notice of the need for leave; if 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.

11.4.2 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 any or all of the employee's choice of accrued sick leave or other accrued paid time off 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 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.

11.4.3 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, domestic partner with affidavit of domestic partnership on file in Human Resources, 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. 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. Compensatory time use and 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 used during FMLA leave shall be deducted from the twelve (12) week leave entitlement.

11.4.4 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.

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

11.5 Workers' Compensation. All employees are covered by the Washington State Worker's Compensation Act for injuries or illnesses received while at work for the County. For leaves due to occupational injury, the employee shall return to the position held immediately prior to the leave, provided that the employee's physician certifies that the employee is able to return to work and perform the duties of that position.

11.6 Other Leaves of Absence. Leaves without pay may be granted for education, disability or compelling personal reasons at the County's discretion. All requests for leaves of absence shall be submitted in writing to the employee's manager and approved in advance of the effective date. Employees returning from an authorized leave without pay shall be reinstated as follows:

11.6.1 Following approved leaves without pay for medical, parental or family medical leave which are for no more than 90 days, the employee shall return to the position held immediately prior to the leave or, if such position is filled, to any other equivalent and available position.

11.6.2 An employee returning from any medically related leave shall provide physician certification of the employee's ability to return to work.

11.6.3 An employee returning from leaves without pay for reasons other than listed in Section 11.6.1 shall return to any vacant position for which the employee is qualified.

ARTICLE 12. INSURANCE AND OTHER BENEFITS

12.1 The Multiparty Healthcare Committee under the provisions of the Memorandum of Understanding (Appendix A) will make decisions regarding healthcare expenditures, plans and carriers for medical and dental insurances for 2008, 2009. For 2009, the Memorandum of Understanding for the Multiparty Healthcare Committee will be updated and presented to the IT Guild for approval.

12.2 Eligibility. 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.

12.2.1 Employees shall be eligible for medical insurance effective the first of the month following date of hire as long as the enrollment forms are received within 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.

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

12.2.3 Regular part-time employees whose budgeted regular schedule calls for thirty (30) hours per week (.75 FTE) or more shall be eligible for the full County contribution. For regular part-time employees in positions budgeted at one-half up to three quarter Full Time Equivalency (.5 to .749 FTE) the County shall pay seventy percent (70%) of the County's contribution for the highest cost plans for 2008 with the employee contributing the balance based upon employees' plan of choice. The Healthcare Committee shall have the responsibility to determine the appropriate pro-ration for each subsequent year of the contract. Temporary increases in work hours will not result in an increase in benefits available or employer contribution, unless the increase in hours continues for three (3) consecutive months or more and then the change will be effective the first of the fourth consecutive month.

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

12.2.5 Eligible dependents include legal spouse and dependent children up to age 19 or until age 23 if a full-time student at an accredited school. Additionally, the County will make available medical and dental insurance coverage for the eligible employee's domestic partner subject to required tax regulations relevant to this benefit. To access this benefit, the employee must have a completed Affidavit of Domestic Partnership on file in the Human Resources-Benefits Department.

12.2.6 Qualified Family Status Changes: Enrollment changes as a result of a qualified family status change pursuant to IRC (Internal Revenue Code) Section 125 shall be effective the first of the month following the date of the qualifying event; except in the case of newborns and adoptions, coverage is effective on the date of birth or placement in the home. Enrollment changes must be received by the County with the applicable

documentation within thirty-one (31) calendar days [sixty (60) calendar days for newborns] otherwise, coverage cannot be obtained until the next open enrollment with coverage effective January 1 of the following year.

12.2.7 Eligibility for coverage during unpaid leave. Employees will have continuous coverage during an unpaid leave of absence if covered by FMLA or Pregnancy Disability Leave. For other unpaid leaves, any month in which the employee is in an unpaid status the first of the month and the unpaid leave has been thirty (30) continuous calendar days or longer, benefits will not be provided. Coverage will be reinstated effective the first of the month following the date of the employee's return to work, except for USERRA leaves and other state and federal protected leaves, whereby coverage shall be reinstated as of the date of return.

12.2.8 For recalled employees and employees returning from furlough, coverage is reinstated the first of the month following the date of re-employment.

12.3 Premiums.

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

12.3.2 For the 2008 benefit year, the IT Guild will continue full participation in the Healthcare Committee provided the Committee continues. Should the Committee not continue, the County and the Guild agree to reopen only for medical and dental. During any status quo period following expiration of the Healthcare Committee MOU or this Agreement, the amount the County pays for employee premiums shall be fixed at 110% of the 2008 level until and unless a successor agreement is achieved. Should any non-interest arbitration County bargaining unit receive a higher level of status quo coverage, that amount will be extended to the IT Guild.

12.4 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.

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

12.5 Life Insurance. The County shall provide each employee a group term life insurance policy including accidental death and dismemberment coverage in the amount of \$20,000. Employee and/or dependent coverage shall be made available for employee.

12.5.1 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.

12.6 Long Term Disability Insurance. The County shall provide each employee a 60%, 90 day waiting period long term disability insurance policy with normal provisions.

12.7 Favored Nations. Should any non-interest arbitration County bargaining unit receive a better combined life and LTD insurance benefit during the term of this Agreement, said arrangement shall be offered to the Guild.

12.8 Continuation of Benefits.

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

12.8.2 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 it paid for the employee's health insurance premiums.

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

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

12.10 Flexible Spending Accounts. The County agrees to make available Dependent Care and Health Care Flexible Spending Accounts as long as allowed under the Internal Revenue Code Section 125.

12.11 Eye Examinations. A full-time employee identified by the Human Resources Department as the incumbent of a position requiring video display terminal operation of not less than five (5) hours per work day shall be entitled to an eye examination once every twelve (12) months. When the examination is not covered under the employee's medical plan, subject to the normal provisions of the plan, the employee may submit a written request for reimbursement to the County's Human Resources Department. Vision examination reimbursement for examinations not covered by medical insurance shall not exceed \$100 per employee per year.

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

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

ARTICLE 13. RATES OF PAY

13.1 Hourly Basis and Calculation.

Employees covered by this Agreement shall be paid on an hourly basis. The hourly rate 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.

13.2 Salary Range Increases.

13.2.1 Effective January 1, 2008, the December 31, 2007 salary schedule for all classifications except those in the Technical Support Specialist job family shall be increased by 3.4% at each step, as set forth in Exhibit A of this Agreement. Classifications in the Technical Support job family shall be increased by 2.0% and, in addition, a payment of \$1,500 (before taxes) will be paid to each Technical Support Specialist on the payroll as of the date of final ratification of this Agreement. Payments to be made as soon as practicable following final ratification.

13.2.2 Effective January 1, 2009, the December 31, 2008 salary schedule for all classifications except those in the Technical Support Specialist job family shall be increased by 3.25% at each step, as set forth in Exhibit A of this Agreement. Classifications in the Technical Support job family shall be increased by 2.2% and, in addition, a payment of \$1,500 (before taxes) will be paid to each Technical Support Specialist on the payroll as of January 10, 2009.

13.2.3 Effective January 1, 2010, the December 31, 2009 salary schedule shall be increased by 3.0% at each step, as set forth in Exhibit A of this Agreement.

13.3 Step Increases. Employees shall normally be hired at the first step and shall be eligible for step increases after twelve months at each step in the range. Unpaid leaves of thirty (30) 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 and the fifteenth of the month shall be eligible on the first day of the month. Employees whose eligibility date falls after the fifteenth of the month shall be eligible on the first day of the following month. In no event may an employee's salary exceed the top step of the salary range for the applicable classification.

13.4 Promotional Increases. An employee who is promoted shall be placed on the lowest step in the new range that results in an increase equivalent to a one step increase - approximately five percent (5%).

13.5 Employees who believe they are miss-classified 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.

13.5.1 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.

13.5.2 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.

13.6 Effects of Reclassification.

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

13.6.2 **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) until such time as negotiated adjustments advance the top step of the range assigned to the lower classification to the point where it equals or exceeds the employee's red-circled rate. The employee shall then be placed at the top step of the range.

13.7 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. For example, in an upward realignment of five percent (5%), an employee at step 4 of the

former range will be placed at step 3 of the new range. Employees who have been at the top step of the range for more than one year will be placed at the first step in the new range which provides for the equivalent of a one step increase and shall be eligible for additional step increases (if available) after twelve (12) months at the new step. 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.

13.8 New classifications. When a new classification is required, or a substantial change is made to an existing job classification including change in responsibilities or qualifications, County will develop/revise the classification description, salary, and determine the appropriateness of bargaining unit assignment. The salary range for the new/revise classification shall be established following the County's procedures so that the salary of the new class is equitable in comparison to existing bargaining unit classes. The Guild shall be provided notice of the change and afforded the opportunity to negotiate as to the salary and bargaining unit allocation. The County may effect the salary range allocation pending negotiations.

ARTICLE 14. OVERTIME AND OTHER EXCEPTION PAY PRACTICES

14.1 Work Periods for Overtime Calculation. The workweek shall be the period of seven (7) consecutive twenty-four (24) hour days beginning on Sunday at 12:01 a.m. The daily work period shall be the period of twenty-four (24) consecutive hours commencing at 12:01 a.m. on each scheduled day of work.

14.2 Overtime Provisions. Overtime work shall be approved in advance and shall be compensated as follows:

14.2.1 Employees shall be compensated at one and one-half (1.5) times their regular rate of pay for hours worked in excess of forty (40) in a week or in excess of their scheduled daily hours when scheduled daily hours are at least eight. The calculation of time worked for overtime purposes shall include holidays, floating holidays, vacation and compensatory time used. Overtime will be paid to the nearest quarter hour.

14.2.2 Full-time and part-time employees working on holidays shall be compensated, in addition to the holiday pay, at the rate of time and one half for all hours work on a holiday based upon the date of observance.

14.2.3 Upon the request of either the employee or the immediate supervisor, and with the mutual consent of each, an employee may work more than the scheduled daily hours (when these are at least eight) without payment of overtime if, during the same workweek, the employee is allowed an amount of time off with pay which is equal to the time worked in excess of the schedule hours.

14.3 With authorization of the County and the employee, an employee may elect to be compensated for overtime/call back work in the form of compensatory time off rather than pay. Either party may require that overtime be compensated in pay. Such compensatory time off may be accumulated to a maximum of eighty (80) hours. Unused compensatory time shall be paid off at the employee's regular rate at the time of termination. Compensatory time off shall be used at times mutually agreed upon by the County and employee.

14.4 The County 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 County, the County may require employees to perform overtime work.

14.5 Shift Differential. Employees whose scheduled shift begins between 2:00 p.m. and 4:00 a.m. will receive a shift differential of \$1.25 per hour. Such differential shall be paid on all hours worked on the shift plus observed holidays. It shall be included in payments for paid leave (vacation, floating holidays, sick leave, compensatory time off, jury duty or any other paid but non-working time) provided the employee was working the off-hours shift in the weeks before and after the use of the leave and the assignment to the off-hours shift is a minimum of four weeks duration. Short-term assignments to off-hours shifts of one week or less or assignments made to accommodate an employee's personal situation do not qualify for shift differential.

14.6 Call Back Pay. Employees who are required to return to work (excluding previously scheduled overtime or work contiguous with their regular shift) shall be compensated as follows:

14.6.1 Telephone Calls and Remote Dial In. Employees who are required by the County to answer work related telephone calls when they are not at work, or who are authorized by the County to use a computer for responding to emergencies away from the job site which arise during off duty hours shall receive the following compensation:

14.6.1.1 On a regularly scheduled workday, employees shall receive pay for actual hours worked, rounded to the nearest quarter hour at time and one half.

14.6.1.2 On non-work days (vacation, sick, holidays, and other days off), employees shall receive a minimum of one hour paid at time and one half.

14.6.2 Return to Office. Employees required by the County to return to the work site shall receive the following compensation:

14.6.2.1 On a regularly scheduled workday, employees shall receive a two hour bonus and actual time worked, all paid at time and one half.

14.6.2.2 On non-work days (vacation, sick, holidays, and other days off), the first callback shall be receive a two hour bonus PLUS time worked or two hours, which ever is greater, all paid at time and one half. Additional callbacks within the same 24 hour day shall be receive a two hour bonus plus actual time worked all at time and one half (same as for regular work day).

14.6.2.3 Employees shall be reimbursed at the current IRS rate for round trip mileage from the employee's home to the work site when required to return under call back provisions.

14.7 Standby Pay. Employees assigned to standby duty shall be compensated at the rate of \$1.50 for each hour on standby. For the purposes of this Section, standby duty assignments are defined as a requirement to remain accessible and available for a specified period (e.g., one 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.

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

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

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

14.9 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 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 that is temporarily vacant by virtue of the absence of the incumbent due to leave or training) or for special assignment.

14.9.1 When assigned to a position at a higher classification, the employee shall be placed on the lowest step in the new range which results in an increase equivalent to a one step increase, (approximately five percent, 5%), or the first step in the range of the higher classification, whichever is greater.

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

ARTICLE 15. HOURS OF WORK

15.1 The regular hours of each workday shall be consecutive except for lunch.

15.2 Regular work schedules shall consist of five (5) consecutive days of eight (8) consecutive hours, excluding lunch periods for a total of forty (40) hours of work. Other possible schedules which require approval by the manager are four (4) days of nine (9) hours and one (1) of four (4), and four (4) consecutive days of ten (10) hours each. Alternative work schedules proposed by either the employee or the County within the maximum of forty (40) hours per week may be considered by the County and the Guild.

15.3 Meal Breaks. All employees shall be granted one unpaid meal period at the approximate midpoint of each work shift of five (5) hours or more. The length of the meal period shall be either one half (1/2) hour or one (1) hour based upon the approved schedule of the employee.

15.4 Rest Periods.

15.4.1 Employees scheduled for six or more consecutive hours work (excluding the meal break) during a shift, shall be granted a twenty (20) minute rest period during each half shift.

15.4.2 Employees scheduled for five (5), but at least four (4), consecutive hours work during a shift, shall be granted one twenty (20) minute rest period, at the approximate midpoint of the shift.

15.5 Disaster Coverage. The County and the Office of Budget and Information Services are committed to protecting the computer and/or network services from disruption and disaster. A disaster preparedness and recovery plan has been developed to outline recovery and operations resumption processes. The situations which invoke the disaster recovery plan may vary based upon the nature of the disaster. All IS employees may be essential; it is understood that the employees needed may vary based upon the nature of the disaster or situation. In all situations, the first priority is for the safety of employees.

15.5.1 In each of the following situations, the IT employee will receive the compensation as described in addition to receiving the same compensation as may be granted to other County employees according to the County directive.

15.5.2 When the County closes due to a disaster, those employees designated as essential and asked to remain at the work site shall receive their regular pay for the hours worked within their regular schedule. For hours worked beyond their regular schedule employees designated as essential and asked to remain shall be paid in accordance with Overtime provisions in Section 14.2 of this Agreement.

15.5.3 If an employee is dismissed for the day as not being essential and later in that work day asked to return or remotely work, call back provisions under Section 14.6 apply.

15.5.4 For the days following the initial disaster day, if employees are not notified by 6:00 am and designated as essential employees, they need not report. However, if after 6:00 am an employee is called, the call back language in Section 14.6 shall apply.

15.5.5 Any Saturday or Sunday assignment in which an employee is scheduled the prior work day to be considered essential overtime language (Section 14.2) shall apply. If not scheduled the prior work day, then call back (Section 14.6) for a non-work day shall apply.

15.5.6 Management understands that there may be circumstances in these situations in which employees feel they cannot safely report when designated as essential. Flexibility and individual circumstances must be considered. Where asked and where possible, arrangements for transportation will be facilitated.

ARTICLE 16. PROMOTIONAL OPPORTUNITIES

16.1 The County agrees to promote from within the bargaining unit to fill vacancies unless interested employees do not possess the necessary skills, qualifications and abilities to fill the vacant position. If more than one current employee equally possesses the necessary skills, qualifications and abilities, seniority will be given preference in the final selection. The County will attempt to provide opportunities for current employees to gain the skills and qualifications for future promotional opportunities.

16.2 Notice of vacant positions covered by this Agreement shall be posted on the County's bulletin board. Such notice shall remain posted for at least three (3) working days and will include job title, range, a summary description of the job duties, minimum qualifications and necessary skills.

ARTICLE 17. LAYOFF

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

17.2 The County will make every reasonable effort to avoid layoff of bargaining unit employees. Such efforts will typically result in terminating non-critical temporary employees, contractors and consultants in addition to meeting with the Guild to solicit their input and taking into consideration strategies to create alternatives to prevent or minimize the effects of layoffs. The County will negotiate with the Guild to the extent that any alternative to layoff program impacts mandatory subjects of bargaining.

17.3 Seniority for Layoff. Seniority for layoff shall be as set forth in Article 18.

17.4 Selection and Notice. The appointing authority shall identify by job family the positions to be eliminated. Within the job family, employees shall be selected for layoff starting with the least senior person within the job family (i.e., within the job family, the employee with the least bargaining unit seniority will be considered for layoff prior to an employee with more bargaining unit seniority). Employees shall be provided as much notice as possible but not less than thirty (30) days written notice. If fewer than thirty (30) days notice is provided, the employee will be compensated at the regular hourly rate for the shortfall in the number of day's notice. The Guild shall be notified concurrent with written notice to employees. Thirty (30) days written notice is required for employees reassigned laterally or to lower classifications as a result of layoff. The County will issue written contingent layoff notices to employees whose positions are not being eliminated but who it determines are subject to being bumped by more senior employees.

17.5 Reassignment and Bumping.

17.5.1 In all cases involving Reassignment or Bumping, the employee must meet the minimum qualifications for the job classification, pursuant to the criteria in Attachments A through F of IS Policy 1.06, following a reasonable period of orientation and training necessary to perform the duties of the position.

17.5.1.1 Reassignment: Employees facing layoff shall be offered reassignment in the order below, except that the steps may be rearranged as necessary to provide a minimum pay reduction. In the event there is more than one (1) employee who qualifies for reassignment to a vacant position, the position shall be offered on the basis of seniority. Employees may only fill lateral or lower classification vacancies.

17.5.1.2 Bumping: In situations involving bumping, the employee may bump only into a position, which is occupied by the least senior employee, not any less senior employee. The order of consideration shall be:

Step 1. Vacant positions in the job family from which the employee is being laid off.

Step 2. Vacant positions in formerly held classifications in the bargaining unit. Prior service in any classification that is part of a job family shall be considered as qualifying service.

Step 3. Occupied positions in the department held by the least senior employees in lateral or lower classifications in which they have formerly served or are otherwise entitled to bump pursuant to Article 18 of this Agreement.

17.6 Recall. Employees who are laid off or reassigned in lieu of layoff shall be placed on a recall list. The recall period shall be two (2) years for positions in the job family from which the employee was laid off and one (1) year for other positions. Seniority for recall shall be computed the same as seniority for layoff and bumping.

17.6.1 Laid off employees will be offered employment in any vacant position according to the procedure in Article 17.5.1. Employees being recalled for vacant positions within their former job family must meet the minimum qualification for their job classification, pursuant to the criteria in Attachments A through F of IS Policy 1.06, following a reasonable period of orientation and training necessary to perform the duties of the position.

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

17.7 Recall Procedure. Written notice of recall shall be sent to the employee by certified mail at the last address reflected in the employee's official personnel file and the employee must respond in writing within fifteen (15) working days of the date of the written notice. The County may send out multiple recall notices and recall the most senior employee who responds within the allotted time period. An employee shall be allowed to waive one (1) offer but shall otherwise be removed from the recall list based upon rejection or failure to respond. An employee who accepts recall to a position in a lower or lateral classification shall remain on the recall list in the event of a vacancy in the formerly held classification. The employee shall be responsible for notifying the Human Resources Department of any change in address or telephone number.

17.8 Rights upon Recall. Employees who are recalled shall be reinstated with all rights formerly attained including unpaid accrued sick leave. The employee's seniority date shall be adjusted pursuant to the Article 18 of this Agreement, but the employee shall otherwise retain all service credit held at the time of layoff. Employees recalled to their former classification shall be appointed to the step and range that the employee would have held had they not been involuntarily laid off. In the event of a voluntary layoff, employees recalled to their former

classification shall be appointed to the step and range formerly held and the anniversary date shall be adjusted by the amount of time of the layoff.

17.9 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 18. SENIORITY

18.1 Seniority will be as set forth in Exhibit C attached to this Agreement. Employees placed into the bargaining unit after August 8, 2002, shall have their seniority determined by their date of placement into the unit, adjusted as provided for in this Agreement for prior bargaining unit service. Ties will be broken by lot, to occur at the time of placement.

18.2 Seniority shall be defined as all time within bargaining unit positions and may be adjusted by the full length of any of the following:

18.2.1 Absences in an unpaid status in excess of thirty days and not related to worker's compensation time loss or military, Peace Corps, US Public Health service, FMLA or involuntary layoff.

18.2.2 Time in non-bargaining unit positions within the County when the employee returns to a bargaining unit position.

18.2.3 Time away from County employment when the employee is reinstated to a bargaining unit position within twelve months and has resigned in good standing.

18.3 Service is determined by the total length of employment with the County for purposes of accrual of vacation.

ARTICLE 19. DISCIPLINARY ACTION

19.1 Except as provided below, the County may discipline or discharge any probationary employee at any time during the probationary period and such discipline or discharge shall not be subject to appeal. Employees having completed probation with the County shall not be terminated nor denied demotion to their former position, range, and step, except for just cause.

19.2 Promotional Probationary Employees. During the promotional probationary period, the County may discipline the employee or demote the employee to the position, range, and step the employee held immediately prior to promotion and such action shall not be subject to appeal.

19.3 The County may discipline or discharge any employee for just cause. Written warnings shall be removed from the personnel file after eighteen (18) months provided there are no related problems. Copies of all warning letters will be timely mailed to the Guild.

ARTICLE 20. SETTLEMENT OF DISPUTES

20.1 Disputes between the parties regarding the application, meaning or interpretation of this Agreement, shall be settled in the following manner and sequence.

20.2 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 Guild and the appropriate County representative shall meet, if necessary, to attempt to resolve the grievance at any step.

20.3 If the grievance is not resolved, the employee shall submit a written grievance which shall include the following:

- a) The facts upon which the grievance is based;
- b) Identification of the section or sections of the agreement that is (are) the basis of the grievance;
- c) The dates on which the event occurred; and,
- d) The remedy sought.

20.4 Timelines.

20.4.1 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 and/or the Guild, and the appropriate County representative at each step.

20.4.2 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 Guild. A grievance or complaint not responded to by the County representative may be moved to the next step in the procedure.

20.5 Steps:

20.5.1 **Step 1.** The grievance shall be submitted to the employee's immediate supervisor within ten (10) working days of the initial 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 supervisor must respond in writing within ten (10) working days.

20.5.2 **Step 2.** If the grievance is not answered or resolved at Step 1 within the specified time, the employee or the Guild shall submit the grievance in writing to the

Department head within ten (10) working days. The Department head, or designated representative, must respond in writing, within ten (10) working days following the Department head's receipt of the grievance.

20.5.3 Step 3. If the grievance is not resolved at Step 2, the employee or Guild 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.

20.5.4 Step 4. If the grievance is not answered or resolved at Step 3, the Guild may refer the dispute to final and binding arbitration. The Guild shall notify the Human Resources Director, in writing, of submission to arbitration within ten (10) working days after receipt of the written response in Step 3, above.

20.6 The Guild and the County shall endeavor to mutually agree upon an arbitrator. If a mutually acceptable arbitrator cannot be determined, the Guild shall request a list of seven (7) qualified neutrals from Oregon or Washington from the Public Employment Relations Commission (PERC) or the Federal Mediation and Conciliation Service (FMCS). Any charge levied by the agency providing said list of arbitrators shall be shared equally by the County and Guild.

20.7 Within ten (10) working days after receipt of the list by both parties, the Guild and the County shall alternately strike the names on the list. The first strike shall be made by lot.

20.8 The arbitrator shall have the power to issue and enforce subpoenas in accordance with Chapter 7.04 RCW. The arbitrator shall not have the power to add to, subtract from or modify the provisions of this Agreement in arriving at a decision of the issue or issues presented, and shall confine the decision solely to the interpretation, application, or enforcement of this Agreement. The decision of the arbitrator shall be in writing and shall state the effective date of any award. The arbitrator shall confine himself/herself to the precise issues submitted for arbitration, and shall have no authority to determine any other issues not so submitted. The decision of the arbitrator shall be final and binding on both parties and on employees. Appeals for enforcement, modification or vacation of the arbitrator's award may be made in accordance with Chapter 7.04 RCW.

20.9 Expenses for the arbitration shall be borne by the losing party. The "losing party" shall be designated by the arbitrator.

ARTICLE 21. EMPLOYEE TRAINING

21.1 Employee training and development will contribute to improving the quality of services provided by the Department while facilitating the career advancement and skill enhancement for employees.

21.1.1 A specific career development plan will be determined between the employee and the supervisor on an annual basis in consideration of the assignments planned for the employee for the next year and to allow budgeting for training costs. This does not preclude participation in training outside that plan when assigned by the supervisor or Director.

21.1.2 Types of training which may be in a career development plan include workshops, seminars, conferences and full semester courses at local colleges.

21.1.3 The County will pay the cost of registration, tuition and materials for training opportunities defined by the career development plan and for those training opportunities assigned to the employee by the supervisor or Director.

21.1.4 The cost of full semester courses or other training initiated at the employee's request outside of the career development plan may be reimbursed by the County subject to pre-approval by Director and to budgetary constraints and requires successful completion with a grade of "C" or better.

21.1.5 At the employee's request, managers shall meet with an employee to consider the one (1), three (3), and five (5) year projection of IS technology and develop a training plan to direct the employee's skills toward the identified technology.

21.2 Training Requiring Travel beyond Vancouver.

21.2.1 Transportation required to attend training beyond Vancouver will be paid or reimbursed in accordance with the County's travel policy.

21.2.2 The cost of meals will be reimbursed in accordance with the County's travel policy.

21.2.3 When travel is necessary to attend training under this Article, the travel time will be treated as time worked for the purpose of computation of overtime such that travel during regular hours will be paid at straight time and the travel time outside of regular work hours will be paid at time and one half. As an exception to this rule, the employee and supervisor may agree to "flex" the hours on a 1:1 basis during the same workweek per Section 14.2.3.

21.3 Pay During Training Events. All time spent in training as a part of the career development plan will be considered time worked for the purposes of determining pay. Time spent in courses or seminars initiated by the employee will be paid in so far as the time coincides with normal work hours and days.

21.4 Reimbursement of Training Costs upon Resignation. If an employee voluntarily leaves County employment and the County has paid for training costing \$1,500 or more, the employee will be responsible for reimbursing the County for a portion of the cost of the training as follows:

21.4.1 \$2,000 will be excused for each full month worked after the training, beginning with the first of the month following its completion. For example, an employee attends a training program from January 18 to 22, 1999, at a cost to the County of \$4,500. The employee terminates March 31, 1999; this is two full months following the completion of the training, resulting in a reimbursement amount of \$500.

ARTICLE 22. GENERAL PROVISIONS

22.1 Safe Work Environment. The County will at all times provide a safe work environment for its employees while on the job, including proper lighting, heating, ventilating and restroom facilities, and shall, along with employees, comply with the provisions of the Washington Industrial Safety and Health Act; provided, that any alleged violation of such Act may be filed and processed through the complaint procedure set forth in such Act and shall not be subject to the provisions of Article 20 of this Agreement.

22.2 Non-discrimination. It is agreed that the Guild and the County in performing their obligations under this Agreement will not discriminate with regard to race, color, creed, national origin, sex, age, marital status, or religion except where based upon bona fide occupational qualifications or business necessity.

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

- a) Employees will be allowed one duplicate permit without charge.
- b) Replacement permits will cost \$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-day notice prior to increasing the fee(s). The new Maximum Fee is shown below.

Category of Parking	Current Fee	Maximum Fee
General Access	\$20.00	\$23.00
Uncovered Reserved	\$35.00	\$40.25
Covered Reserved	\$50.00	\$57.50

22.3.1 The County will provide a subsidy for bargaining unit employees purchasing C-Tran bus passes which is equal to that provided to other County employees. The subsidy is a part of the County's Commute Trip Reduction efforts and may vary dependent upon the funds availability and program elements. During the life of this Agreement the subsidy shall be at least \$15 per month; for 2004, the subsidy was \$23.00

22.4 Mileage Reimbursement. Employees will be reimbursed for mileage expenses when they are required to use their personal vehicle in the performance of their duties. Mileage will be reimbursed at the Federal Internal Revenue Service rate in effect at the time the miles are incurred.

22.5 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 failure to act 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.

22.6 Employees shall follow the business casual policy (work place standards #99-06). Employees shall be reimbursed up to \$100.00 per calendar year for clothing damaged while performing fieldwork. The amount of reimbursement shall be reviewed as needed but at least every six (6) months.

22.7 VEBA. The parties agree to re-open the vacation, vacation sell back and sick leave pay off provisions in Sections 9.3, 9.5 and 10.6 respectively when a VEBA type account becomes available within the County.

ARTICLE 23. SCOPE AND DURATION

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


23.2 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 Guild hereby voluntarily and unqualifiedly waive the right, and each agrees that the other shall not be obligated, to bargain collectively with respect to any subject matter referred to or covered by this Agreement. With respect to subjects not covered by this Agreement, the parties agree that the County may temporarily implement changes pending the outcome of any bargaining required by RCW 41.56.

23.3 Duration. This Agreement shall be effective as of the first day of January 2008, except for such provisions as are mutually agreed to be effective upon an alternative date. It shall remain in full force and effect through December 31, 2010. The Guild will agree to implement a Substance Abuse Free Policy (draft presented by County 11-6-07, Appendix B) when the County implements a County-wide policy with non-represented employees. The final version of the Substance Abuse Free Policy will be bargained during Labor-Management Committee meetings.


APPROVAL

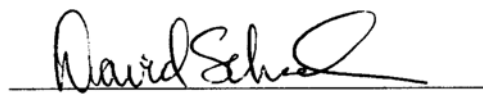
This Agreement, entered into between Clark County and the Information Technology Guild was formally signed and approved on the 26 day of February 2008.

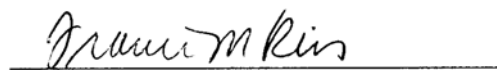
Board of Clark County Commissioners


Betty Sue Morris, Chair

CLARK COUNTY

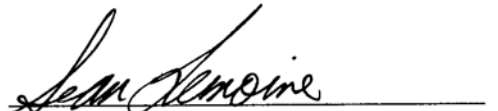

Glenn Olson,
Deputy County Administrator

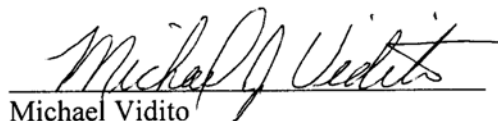

Dave Scheuch
Director, Information Services



Francine Reis
Director, Human Resources

INFORMATION TECHNOLOGY GUILD

Reviewed as to form


Sean Lemoine
Garrettson, Gallagher, Fenrich & Makler


Michael Vidito
Guild President


Richard Schnelle
Guild Negotiating Team Member

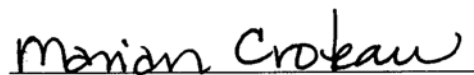

Marian Croteau
Guild Negotiating Team Member

EXHIBIT A

INFORMATION TECHNOLOGY GUILD SALARY TABLES

IT Guild Salary Tables 2008 through 2010

January 1, 2008 3.4% (2.0% to Tech Support)								
Rg	Title	Step 1	2	3	4	5	6	7
T13	IT Accounting Assistant	16.05	16.86	17.70	18.60	19.51	20.48	
T211	Programmer/Analyst Technician	23.73	24.93	26.16	27.45	28.83	30.29	31.11
T231	Programmer Analyst	26.16	27.45	28.83	30.29	31.79	33.38	34.22
T251	Programmer Analyst, Sr.	28.83	30.29	31.79	33.38	35.05	36.82	37.75
T26	Database Administrator	30.29	31.79	33.38	35.05	36.82	38.66	
T26	Network Administrator	30.29	31.79	33.38	35.05	36.82	38.66	
T26	Systems Administrator	30.29	31.79	33.38	35.05	36.82	38.66	
T271	Programmer Analyst, Princ.	31.79	33.38	35.05	36.82	38.66	40.59	41.61
T28	Database Administrator, Sr	33.38	35.05	36.82	38.66	40.59	42.60	
T28	Network Administrator, Sr	33.38	35.05	36.82	38.66	40.59	42.60	
T28	Systems Administrator, Sr.	33.38	35.05	36.82	38.66	40.59	42.60	
T30	Database Administrator, Princ	36.82	38.66	40.59	42.60	44.72	46.97	
T30	Network Administrator, Princ	36.82	38.66	40.59	42.60	44.72	46.97	
T30	Systems Administrator, Princ	36.82	38.66	40.59	42.60	44.72	46.97	
T32	Network Administrator, Lead	40.59	42.60	44.72	46.97	49.31	51.78	
T50	Technical Support Specialist 1	20.21	21.22	22.29	23.41	24.59	25.81	
T51	Technical Support Specialist 2	22.29	23.41	24.59	25.81	27.08	28.44	
T52	Technical Support Specialist 3	24.59	25.81	27.08	28.44	29.88	31.35	
T53	Technical Support Specialist, Sr	27.08	28.44	29.88	31.35	32.93	34.58	
T54	Technical Support Specialist, Princ	29.88	31.35	32.93	34.58	36.32	38.14	

Monthly Rates (based on 2080 hour year)							
Step 1	2	3	4	5	6	7	
2,782	2,922	3,068	3,224	3,382	3,550		
4,113	4,321	4,534	4,758	4,997	5,250	5,392	
4,534	4,758	4,997	5,250	5,510	5,786	5,931	
4,997	5,250	5,510	5,786	6,075	6,382	6,543	
5,250	5,510	5,786	6,075	6,382	6,701		
5,250	5,510	5,786	6,075	6,382	6,701		
5,250	5,510	5,786	6,075	6,382	6,701		
5,510	5,786	6,075	6,382	6,701	7,036	7,212	
5,786	6,075	6,382	6,701	7,036	7,384		
5,786	6,075	6,382	6,701	7,036	7,384		
5,786	6,075	6,382	6,701	7,036	7,384		
6,382	6,701	7,036	7,384	7,751	8,141		
6,382	6,701	7,036	7,384	7,751	8,141		
6,382	6,701	7,036	7,384	7,751	8,141		
7,036	7,384	7,751	8,141	8,547	8,975		
3,503	3,678	3,864	4,058	4,262	4,474		
3,864	4,058	4,262	4,474	4,694	4,930		
4,262	4,474	4,694	4,930	5,179	5,434		
4,694	4,930	5,179	5,434	5,708	5,994		
5,179	5,434	5,708	5,994	6,295	6,611		

January 1, 2009 3.25% (2.2% to Tech Support)

Rg	Title	Step 1	2	3	4	5	6	7
T13	IT Accounting Assistant	16.57	17.41	18.28	19.20	20.14	21.15	
T211	Programmer/Analyst Technician	24.50	25.74	27.01	28.34	29.77	31.27	32.12
T231	Programmer Analyst	27.01	28.34	29.77	31.27	32.82	34.46	35.33
T251	Programmer Analyst, Sr.	29.77	31.27	32.82	34.46	36.19	38.02	38.98
T26	Database Administrator	31.27	32.82	34.46	36.19	38.02	39.92	
T26	Network Administrator	31.27	32.82	34.46	36.19	38.02	39.92	
T26	Systems Administrator	31.27	32.82	34.46	36.19	38.02	39.92	
T271	Programmer Analyst, Princ.	32.82	34.46	36.19	38.02	39.92	41.91	42.96
T28	Database Administrator, Sr	34.46	36.19	38.02	39.92	41.91	43.98	
T28	Network Administrator, Sr	34.46	36.19	38.02	39.92	41.91	43.98	
T28	Systems Administrator, Sr.	34.46	36.19	38.02	39.92	41.91	43.98	
T30	Database Administrator, Princ	38.02	39.92	41.91	43.98	46.17	48.50	
T30	Network Administrator, Princ	38.02	39.92	41.91	43.98	46.17	48.50	
T30	Systems Administrator, Princ	38.02	39.92	41.91	43.98	46.17	48.50	
T32	Network Administrator, Lead	41.91	43.98	46.17	48.50	50.91	53.46	
T50	Technical Support Specialist 1	20.65	21.69	22.78	23.93	25.13	26.38	
T51	Technical Support Specialist 2	22.78	23.93	25.13	26.38	27.68	29.07	
T52	Technical Support Specialist 3	25.13	26.38	27.68	29.07	30.54	32.04	
T53	Technical Support Specialist, Sr	27.68	29.07	30.54	32.04	33.65	35.34	
T54	Technical Support Specialist, Princ	30.54	32.04	33.65	35.34	37.12	38.98	

Monthly Rates (based on 2080 hour year)

Step 1	2	3	4	5	6	7
2,872	3,018	3,169	3,328	3,491	3,666	
4,247	4,462	4,682	4,912	5,160	5,420	5,567
4,682	4,912	5,160	5,420	5,689	5,973	6,124
5,160	5,420	5,689	5,973	6,273	6,590	6,757
5,420	5,689	5,973	6,273	6,590	6,919	
5,420	5,689	5,973	6,273	6,590	6,919	
5,420	5,689	5,973	6,273	6,590	6,919	
5,689	5,973	6,273	6,590	6,919	7,264	7,446
5,973	6,273	6,590	6,919	7,264	7,623	
5,973	6,273	6,590	6,919	7,264	7,623	
5,973	6,273	6,590	6,919	7,264	7,623	
6,590	6,919	7,264	7,623	8,003	8,407	
6,590	6,919	7,264	7,623	8,003	8,407	
6,590	6,919	7,264	7,623	8,003	8,407	
7,264	7,623	8,003	8,407	8,824	9,266	
3,579	3,760	3,949	4,148	4,356	4,573	
3,949	4,148	4,356	4,573	4,798	5,039	
4,356	4,573	4,798	5,039	5,294	5,554	
4,798	5,039	5,294	5,554	5,833	6,126	
5,294	5,554	5,833	6,126	6,434	6,757	

January 1, 2010 3.0% (All Classifications)

Rg	Title	Step 1	2	3	4	5	6	7
T13	IT Accounting Assistant	17.07	17.93	18.83	19.78	20.74	21.78	
T211	Programmer/Analyst Technician	25.24	26.51	27.82	29.19	30.66	32.21	33.08
T231	Programmer Analyst	27.82	29.19	30.66	32.21	33.80	35.49	36.39
T251	Programmer Analyst, Sr.	30.66	32.21	33.80	35.49	37.28	39.16	40.15
T26	Database Administrator	32.21	33.80	35.49	37.28	39.16	41.12	
T26	Network Administrator	32.21	33.80	35.49	37.28	39.16	41.12	
T26	Systems Administrator	32.21	33.80	35.49	37.28	39.16	41.12	
T271	Programmer Analyst, Princ.	33.80	35.49	37.28	39.16	41.12	43.17	44.25
T28	Database Administrator, Sr	35.49	37.28	39.16	41.12	43.17	45.30	
T28	Network Administrator, Sr	35.49	37.28	39.16	41.12	43.17	45.30	
T28	Systems Administrator, Sr.	35.49	37.28	39.16	41.12	43.17	45.30	
T30	Database Administrator, Princ	39.16	41.12	43.17	45.30	47.56	49.96	
T30	Network Administrator, Princ	39.16	41.12	43.17	45.30	47.56	49.96	
T30	Systems Administrator, Princ	39.16	41.12	43.17	45.30	47.56	49.96	
T32	Network Administrator, Lead	43.17	45.30	47.56	49.96	52.44	55.06	
T50	Technical Support Specialist 1	21.27	22.34	23.46	24.65	25.88	27.17	
T51	Technical Support Specialist 2	23.46	24.65	25.88	27.17	28.51	29.94	
T52	Technical Support Specialist 3	25.88	27.17	28.51	29.94	31.46	33.00	
T53	Technical Support Specialist, Sr	28.51	29.94	31.46	33.00	34.66	36.40	
T54	Technical Support Specialist, Princ	31.46	33.00	34.66	36.40	38.23	40.15	

Monthly Rates (based on 2080 hour year)

Step 1	2	3	4	5	6	7
2,959	3,108	3,264	3,429	3,595	3,775	
4,375	4,595	4,822	5,060	5,314	5,583	5,734
4,822	5,060	5,314	5,583	5,859	6,152	6,308
5,314	5,583	5,859	6,152	6,462	6,788	6,959
5,583	5,859	6,152	6,462	6,788	7,127	
5,583	5,859	6,152	6,462	6,788	7,127	
5,583	5,859	6,152	6,462	6,788	7,127	
5,859	6,152	6,462	6,788	7,127	7,483	7,670
6,152	6,462	6,788	7,127	7,483	7,852	
6,152	6,462	6,788	7,127	7,483	7,852	
6,152	6,462	6,788	7,127	7,483	7,852	
6,788	7,127	7,483	7,852	8,244	8,660	
6,788	7,127	7,483	7,852	8,244	8,660	
6,788	7,127	7,483	7,852	8,244	8,660	
7,483	7,852	8,244	8,660	9,090	9,544	
3,687	3,872	4,066	4,273	4,486	4,709	
4,066	4,273	4,486	4,709	4,942	5,190	
4,486	4,709	4,942	5,190	5,453	5,720	
4,942	5,190	5,453	5,720	6,008	6,309	
5,453	5,720	6,008	6,309	6,627	6,959	

EXHIBIT B

INFORMATION TECHNOLOGY GUILD COVERED CLASSIFICATIONS

As of signing of the Agreement

SalGr	Job Family	Classification Title
T50	Technical Support	Technical Support Specialist 1
T51	Technical Support	Technical Support Specialist 2
T52	Technical Support	Technical Support Specialist 3
T53	Technical Support	Technical Support Specialist Sr.
T54	Technical Support	Technical Support Specialist Princ.
T26	Database Administrator	Database Administrator
T28	Database Administrator	Database Administrator, Sr.
T30	Database Administrator	Database Administrator, Princ.
T13	IT Accounting Assistant	IT Accounting Assistant
T26	Network Administrator	Network Administrator
T28	Network Administrator	Network Administrator, Sr.
T30	Network Administrator	Network Administrator, Princ.
T32	Network Administrator	Network Administrator, Lead
T231	Programmer Analyst	Programmer Analyst
T251	Programmer Analyst	Programmer Analyst, Sr.
T271	Programmer Analyst	Programmer Analyst, Princ.
T211	Programmer Analyst	Programmer/Analyst Technician
T26	Systems Administrator	Systems Administrator
T28	Systems Administrator	Systems Administrator, Sr.
T30	Systems Administrator	Systems Administrator, Princ.

EXHIBIT C**IT GUILD EMPLOYEE SENIORITY DATES AS OF 01/01/2008**

Employee Name	HireDate	SalGr	Employee Job Title	Seniority Date	
Jacobson, Bill L	01/27/1977	T53	Technical Support Specialist, Sr	01/27/1977	
Schafer, Patricia M	02/25/1980	T271	Programmer Analyst, Princ.	02/25/1980	
Browne King, Connie	03/26/1980	T51	Technical Support Specialist 2	03/26/1980	
Hunt, Margaret D	05/17/1982	T13	IT Accounting Assistant	04/10/1995	
Renon, Florentino	08/19/1985	T251	Programmer Analyst, Sr.	08/19/1985	
Howells, Harold	01/11/1987	T271	Programmer Analyst, Princ.	01/11/1987	
Rankin, Richard D	06/13/1988	T28	Systems Administrator, Sr.	06/13/1988	
Hymas, Duane	07/10/1989	T251	Programmer Analyst, Sr.	07/10/1989	
Gammelgard, Lee O	04/06/1990	T51	Technical Support Specialist 2	04/06/1990	
Croteau, Marian A	10/22/1990	T251	Programmer Analyst, Sr.	10/22/1990	
Johnson, Stephen L	07/01/1992	T271	Programmer Analyst, Princ.	07/01/1992	
Schnelle, Richard C	06/14/1993	T32	Network Administrator, Lead	06/14/1993	**
Vidito, Michael J	06/14/1993	T28	Network Administrator, Sr.	06/14/1993	**
Parker, Larry L	07/01/1993	T271	Programmer Analyst, Princ.	07/01/1993	
Powell, Kenneth C	07/06/1993	T28	Systems Administrator, Sr.	07/06/1993	
Oaks, Harold D	01/17/1994	T251	Programmer Analyst, Sr.	01/17/1994	
Groce, James M	03/13/1995	T26	Network Administrator	03/13/1995	
Buss, Richard W	04/01/1995	T28	Systems Administrator, Sr.	04/01/1995	
Wile, James D	10/14/1996	T53	Technical Support Specialist, Sr	10/14/1996	
Englund, Gregory R	03/25/1998	T53	Technical Support Specialist, Sr	03/25/1998	
Koonce, Robert W	04/20/1998	T53	Technical Support Specialist, Sr	04/20/1998	
Donaldson, Kevin S	04/27/1998	T28	Database Administrator, Sr	04/27/1998	
DeGrave, Brian L	03/01/1999	T53	Technical Support Specialist, Sr	03/01/1999	
Northy, Matt W	04/01/1999	T53	Technical Support Specialist, Sr	04/01/1999	
Athens, Cyd	04/05/1999	T54	Technical Support Specialist, Princ	04/05/1999	
Frimberger, Timothy J	10/04/1999	T53	Technical Support Specialist, Sr	10/04/1999	
Harrington, Mark C	01/03/2000	T30	Database Administrator, Princ.	01/03/2000	
Gerke, Paul K	12/01/2000	T28	Systems Administrator, Sr.	12/01/2000	
Hickel, Edward J	12/04/2000	T28	Database Administrator, Sr.	12/04/2000	
Wilkerson, Victor L	01/02/2001	T28	Systems Administrator, Sr.	01/02/2001	
Sines, Phyllis C	02/26/2001	T251	Programmer Analyst, Sr.	02/26/2001	
Alonzo, Lou	03/01/2001	T51	Technical Support Specialist 2	03/01/2001	
Vuu, Loann T	04/09/2001	T30	Database Administrator, Princ.	04/09/2001	
Green, Lisa M	06/18/2001	T28	Systems Administrator, Sr.	06/18/2001	
Hsiao, Yin-Chuan J	08/06/2001	T52	Technical Support Specialist 3	08/06/2001	
Wendland, Ann	04/16/2002	T53	Technical Support Specialist, Sr	04/16/2002	
Swayam, Venkata S	09/18/2002	T251	Programmer Analyst, Sr.	09/18/2002	
Monaghan, Timothy J	04/01/2003	T53	Technical Support Specialist, Sr	04/01/2003	**
Dunaway, Wendy S	04/01/2003	T53	Technical Support Specialist, Sr	04/01/2003	
Lichty, Alan S	04/21/2003	T30	Network Administrator, Princ.	04/21/2003	
Ganga, Venu	05/01/2003	T251	Programmer Analyst, Sr.	05/01/2003	
Woodrow, William J	12/16/2003	T51	Technical Support Specialist 2	12/16/2003	
Check, Anne M	06/28/2004	T251	Programmer Analyst, Sr.	06/28/2004	
LeVitre, Jon P	05/22/2006	T251	Programmer Analyst, Sr.	05/22/2006	

Niemiec, John B	08/28/2006	T251	Programmer Analyst, Sr.	08/28/2006
Mair, Paula L	05/09/1997	T211	Programmer/Analyst Technician	09/01/2006
Fink, Stephen D	08/20/2007	T251	Programmer Analyst, Sr.	08/20/2007
Morrison, Patrick M	09/10/2007	T231	Programmer Analyst	09/10/2007
Midland, Lisa L	09/17/2007	T52	Technical Support Specialist 3	09/17/2007

* **Adjusted**

** **Same Hire Date - Seniority goes to Rick Schnelle, Tim Monaghan**

SENIORITY WITHIN JOB FAMILY

Employee Name	Hire Date	SalGr	Employee Job Title	Seniority Date
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IT Accounting Assistant

Hunt, Margaret D	05/17/1982	T13	IT Accounting Assistant	04/10/1995
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Customer Support Specialist

Jacobson, Bill L	01/27/1977	T53	Technical Support Specialist, Sr	01/27/1977
Browne King, Connie Jo	03/26/1980	T51	Technical Support Specialist 2	03/26/1980
Gammelgard, Lee O	04/06/1990	T51	Technical Support Specialist 2	04/06/1990
Wile, James D	10/14/1996	T53	Technical Support Specialist, Sr	10/14/1996
Englund, Gregory R	03/25/1998	T53	Technical Support Specialist, Sr	03/25/1998
Koonce, Robert W	04/20/1998	T53	Technical Support Specialist, Sr	04/20/1998
DeGrave, Brian L	03/01/1999	T53	Technical Support Specialist, Sr	03/01/1999
Northy, Matt W	04/01/1999	T53	Technical Support Specialist, Sr	04/01/1999
Athens, Cyd	04/05/1999	T54	Technical Support Specialist Princ	04/05/1999
Frimberger, Timothy J	10/04/1999	T53	Technical Support Specialist, Sr	10/04/1999
Alonzo, Lou	03/01/2001	T51	Technical Support Specialist 2	03/01/2001
Hsiao, Yin-Chuan J	08/06/2001	T52	Technical Support Specialist 3	08/06/2001
Wendland, Ann	04/16/2002	T53	Technical Support Specialist, Sr	04/16/2002
Dunaway, Wendy S	04/01/2003	T53	Technical Support Specialist, Sr	04/01/2003
Monaghan, Timothy J	04/01/2003	T53	Technical Support Specialist, Sr	04/01/2003 **
Woodrow, William J	12/16/2003	T51	Technical Support Specialist 2	12/16/2003
Midland, Lisa L	09/17/2007	T52	Technical Support Specialist 3	09/17/2007

Programmer Analyst

Schafer, Patricia M	02/25/1980	T271	Programmer Analyst, Princ.	02/25/1980
Renon, Florentino	08/19/1985	T251	Programmer Analyst, Sr.	08/19/1985
Howells, Harold	01/11/1987	T271	Programmer Analyst, Princ.	01/11/1987
Hymas, Duane	07/10/1989	T251	Programmer Analyst, Sr.	07/10/1989
Croteau, Marian A	10/22/1990	T251	Programmer Analyst, Sr.	10/22/1990
Johnson, Stephen L	07/01/1992	T271	Programmer Analyst, Princ.	07/01/1992
Parker, Larry L	07/01/1993	T271	Programmer Analyst, Princ.	07/01/1993
Oaks, Harold D	01/17/1994	T251	Programmer Analyst, Sr.	01/17/1994
Sines, Phyllis C	02/26/2001	T251	Programmer Analyst, Sr.	02/26/2001

Swayam, Venkata S	09/18/2002	T251	Programmer Analyst, Sr.	09/18/2002
Ganga, Venu	05/01/2003	T251	Programmer Analyst, Sr.	05/01/2003
Check, Anne M	06/28/2004	T251	Programmer Analyst, Sr.	06/28/2004
LeVitre, Jon P	05/22/2006	T251	Programmer Analyst, Sr.	05/22/2006
Niemiec, John B	08/28/2006	T251	Programmer Analyst, Sr.	08/28/2006
Mair, Paula L	05/09/1997	T211	Programmer/Analyst Technician	09/01/2006
Fink, Stephen D	08/20/2007	T251	Programmer Analyst, Sr.	08/20/2007
Morrison, Patrick M	09/10/2007	T231	Programmer Analyst	09/10/2007

Systems Administrator

Rankin, Richard D	06/13/1988	T28	Systems Administrator, Sr.	06/13/1988
Powell, Kenneth C	07/06/1993	T28	Systems Administrator, Sr.	07/06/1993
Buss, Richard W	04/01/1995	T28	Systems Administrator, Sr.	04/01/1995
Gerke, Paul K	12/01/2000	T28	Systems Administrator, Sr.	12/01/2000 *
Wilkerson, Victor L	01/02/2001	T28	Systems Administrator, Sr.	01/02/2001
Green, Lisa M	06/18/2001	T28	Systems Administrator, Sr.	06/18/2001

Network Administrator

Schnelle, Richard C	06/14/1993	T32	Network Administrator, Lead	06/14/1993 **
Vidito, Michael J	06/14/1993	T28	Network Administrator, Sr.	06/14/1993
Groce, James M	03/13/1995	T26	Network Administrator	03/13/1995
Lichty, Alan S	04/21/2003	T30	Network Administrator, Princ.	04/21/2003

Database Administrator

Donaldson, Kevin S	04/27/1998	T28	Database Administrator, Sr	04/27/1998
Harrington, Mark C	01/03/2000	T30	Database Administrator, Princ.	01/03/2000
Hickel, Edward J	12/04/2000	T28	Database Administrator, Sr.	12/04/2000
Vuu, Loann T	04/09/2001	T30	Database Administrator, Princ.	04/09/2001

* **Adjusted**

** **Same Hire Date - Seniority goes to Rick Schnelle and Tim Monaghan**

APPENDIX A

MEMORANDUM OF UNDERSTANDING REGARDING HEALTHCARE BENEFITS

This is a Memorandum of Understanding between the undersigned parties creating 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 employees and keeping the parties' costs to a minimum, while meeting legal and contractual obligations.

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

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

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

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

- Current healthcare benefits shall be maintained during the 2007 benefit year.
- The Committee shall research and make decisions about the structure, coverage, design, and plans, excluding eligibility, of medical and dental insurances provided to employees.
- The Committee shall determine the cost distribution for the payment of insurance premiums between that portion contributed by the County and that which may be contributed by the employee.
- The Committee shall meet on County time but the County shall not be required to pay overtime to any member due to the scheduling of daytime meetings outside some members' normal work shifts. Committee members meeting outside of their regularly scheduled shift will be permitted to flex or adjust schedules if possible to accommodate meeting attendance.
- As the last item on its agenda, the Committee shall draft and publish an update of every meeting.

- Departments within the County will promptly provide all requested information about insurance that is in the possession of the Departments.
- The Committee will set meeting dates as determined necessary.

Budget for the Committee: The County’s financial commitment to funding healthcare benefits shall be limited per the budget formulas identified below. These will initiate from the 2006 budget of \$922.46 per employee per month. The table below identifies the budget within which the Committee will work to make decisions regarding healthcare.

Year	Percent Increase	Per EE Per Mo.
2007	8.0%	\$ 996.26
2008	9.0%	\$1,085.92
2009	10.0%	\$1,194.51

- In addition to the above referenced amount, for benefit year 2007 only, the Committee may utilize the previously approved carry forward of \$53.39 per employee per month.
- During the benefit years 2008 and 2009, any allocated healthcare amounts which are not utilized by the Committee in the 2007 or 2008 benefit years may be utilized in subsequent benefit years during the term of this Agreement; but in no event may the amount used exceed a 27.0% increase over the term of this Agreement.
- The Committee is also tasked with providing cost projections for the 2010 benefit year.

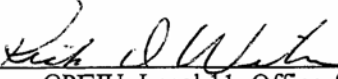
Decision making:

- **Changes:** During the term of this MOU, the Healthcare Committee may modify this Agreement by a 2/3 majority. Any such modifications shall not need further ratification. However, any such modification must be in keeping with the spirit of this MOU as originally created.
- The Committee may choose to work with a Mediator. The Mediator shall not be a voting member of the Committee. However, if the Healthcare Committee is unable to reach a decision for any benefit year by October 1st, the Mediator shall direct a solution. Such solution shall be binding on all parties to this Memorandum of Understanding. The Mediator’s solution shall be within the parameters outlined above, based upon her/his understanding of the positions of the parties gained through the mediation process. Therefore a formal hearing shall not be necessary.
- If any costs are attached to the mediator’s work they shall be paid as follows: Clark County 50%; the remaining fees shall be divided equally among the participating units.

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

This MOU shall expire June 30, 2009.

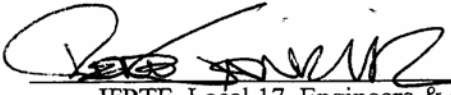
SIGNATURES:



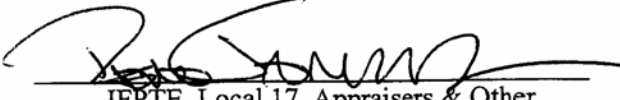
OPEIU, Local 11, Office &
Professional Employees



Steve Stuart
Chair – Board of County Commissioners



IFPTE, Local 17, Engineers & Other
Professionals



IFPTE, Local 17, Appraisers & Other
Professionals



AFSCME, Local 307CO, Public
Works & Community Development



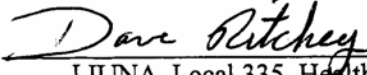
IAM, Local 1374, Machinists



Information Technology Guild



Clark County Dispatchers Guild



LIUNA, Local 335, Health Care
Division



Juvenile Detention Officer's Guild



Francine M. Reis, Human Resources
Director

APPENDIX B

SUBSTANCE ABUSE FREE WORKPLACE

Statement of Principle. Clark County Government and the Clark County Information Technology Guild, in keeping with the provisions of the Drug-Free Workplaces Act of 1988, are committed to providing and maintaining a substance abuse-free working environment for the safety, physical and mental health of all employees and the public whom we serve.

Any unlawful manufacture, distribution, dispensation, possession, use or working under the influence of an illegal drug or controlled substance in or on any County facility, vehicle or while on County business is strictly prohibited. Consumption of alcohol is prohibited for employees while on duty (including any breaks, 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 may be subject to a requirement to participate satisfactorily in an abuse assistance or rehabilitation program approved for such purposes by a federal, state, local health, or appropriate agency approved by Clark County, and/or discipline for just cause up to and including termination.

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

Drug or Alcohol Tests Required.

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

- a. Direct observation of drug use or possession
- b. Direct observation of the physical symptoms of being under the influence of a drug, such as motor functions or speech, abnormal conduct or erratic behavior which may or may not be preceded by:

1. An on-the-job accident resulting in an injury to the employee or others requiring medical attention beyond first aid and/or results in \$700 or more in property damage to County or others' property
 2. On-the-job behavior that indicates employee impairment that endangers the employee or others or risks significant property damage to County or others' property
- c. An arrest for a drug-related offense
 - d. Evidence that the employee tampered with a previous drug test
 - e. The opinion of a medical/substance abuse/chemical dependency professional employed at the worksite that an employee is using an illegal controlled substance

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

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

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

Refusal to Test. Refusing or failing to submit an adequate specimen for drug or alcohol testing or specimen tampering during specimen collection, as defined by the **Medical**

Review Officer (MRO), constitutes insubordination and will be treated as if the employee has tested positive. The employee will be evaluated by a Substance Abuse Professional (SAP) or Chemical Dependency Professional (CDP) and will be subject to discipline up to and including termination.

Refusal to test includes:

- Refusal to take a drug or alcohol test
- Tampering with or attempting to adulterate the specimen or collection procedure
- 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
- Providing false or inaccurate information

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.

Drug Testing. Specimen collection for drug testing will conform to the standards of 49CFR part 40 to maintain documented chain of custody and assure sample reliability. Drug test collections will be conducted either at the MRO's office during normal business hours or at Southwest Washington Medical Center or Legacy Salmon Creek Hospital outside of normal business hours. The specific procedure used for testing is as follows:

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

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

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

	<u>Initial</u>	<u>Confirmation</u>
Marijuana and metabolites	50 ng/ml	15 ng/ml
Cocaine and metabolites	300 ng/ml	150 ng/ml
Amphetamines and metabolites	1000 ng/ml	500 ng/ml
Opiates	2000 ng/ml	2000 ng/ml
Phencyclidine (PCP)	25 ng/ml	25 ng/ml

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

The alcohol testing process will consist of the following steps:

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

The integrity of the alcohol testing process is ensured through the external calibration checks required on the EBT device which shall be conducted at least every 90 days by qualified personnel, the security of the testing site and EBT device which shall be maintained at all times by County designated personnel, and the strict testing procedures required to produce a valid test.

Positive Test Results.

An employee who tested .04 or greater for alcohol on a confirmatory test or tests positive on a confirmatory drug test will be removed from the performance of his/her job, and evaluated by a substance abuse professional. An employee may substitute any available 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 72 hours of when the MRO made the employee aware of the original test results.

Pay Status

If an employee is removed from his/her job prior to or during an investigation, they shall be in a paid status pending outcome of the investigation and/or disciplinary action. Employees shall be advised of their right to Guild 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 vacation or comp time for counseling and treatment.

Return to Duty and Follow-up Testing.

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

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

Employee Rights and Responsibilities.

The County will keep all test results confidential.

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

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

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

All employees who must use a prescription medication that is causing or is resulting in adverse side effects (e.g., drowsiness or impaired reflexes or reaction time) shall inform their supervisor that they are taking such medication according to the advice of a physician. The employee shall inform their supervisor how long the adverse side effects may affect the employee but the employee is not required to disclose to their supervisor the name of the medication or the reason that the employee has been prescribed the medication. If the prescription medication use could cause productivity or safety problems, a supervisor may grant the employee sick leave or temporarily assign the employee different duties, if available.

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

Education and Training.

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

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

Record Retention.

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

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

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

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

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.