

# **AGREEMENT**

between

## **THE INFORMATION TECHNOLOGY GUILD**

and

## **CLARK COUNTY, WASHINGTON**

**JANUARY 1, 2016 - DECEMBER 31, 2018**

### **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 March 1, 2016
- Appendix A: Healthcare Benefits - Memorandum of Understanding
- Appendix B: Substance Abuse Free Workplace
- Appendix C: Vacation Sell Back
- Appendix D: Memorandum of Agreement - Classification Changes



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**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 Article 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 require 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 IT Professional job family levels include IT Professional I, IT Professional II, IT Professional III, IT Professional IV & and IT Professional V. 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 Information Technology Department. Recognition is inclusive of technology classifications specific to each of the aforementioned departments, 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.

## 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 established 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 bargained as required by the appropriate RCW or WAC. Further, the County shall notify the Guild in writing of proposed changes to the County Human Resources Policy Manual or to any mandatory subject of bargaining not covered by this Agreement pursuant to the appropriate RCW or WAC.

**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. Reassigned employee will be subject to Exception Pay Practices (Article 15).

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 due to reorganization, elimination or redesign of services/functions, budgetary decisions or other similar and appropriate reasons. 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 prior notification to the Guild.
- 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 appropriate 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.** The County 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, and will conform to standards prescribed in Human Resources Policy 6.0. – Other Means of Filling Vacancies.

4.3.2 **Project Employees.** The County may hire project employees for long term but limited duration assignments generally expected to last from six (6) to twenty-four (24) months.

4.3.2.1 Project employees are eligible for selected benefits: PTO, 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 County 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 County may contract out bargaining unit work for one (1) time, non-ongoing projects when the duration is not expected to exceed twenty-four (24) months and can be extended by mutual agreement between the County and the Guild. Generally, projects appropriate for contracting are startup/implementation projects, projects requiring specialized expertise and/or projects in which time considerations are critical and absolute. Contractor relationships additionally require fixed dollar amounts, specific durations and result in specific deliverables. Before contracting out for ongoing functions, the County will provide notice and an opportunity to bargain the decision and effects per Chapter 41.56 RCW

**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 Article 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 a limited number of Agreements, not to exceed 15. The County shall make copies of the Agreement on the intranet, and 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 (within five [5] days of their appointment/election).

**6.2 Access to Workplace.** Guild officers may, after obtaining supervisory permission, 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.** Up to two (2) 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 or activities solely in support of Guild business.

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 – at the Guild's expense.

**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 in release time for the purposes of collective bargaining negotiations shall be reported under code UNN (Guild Negotiations Release Time) on employee time sheets.

6.6.3 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 (PTO, 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 who participate in the Sick/Vacation Accrual Plan 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 for hourly employees.** 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 Article 15.

## ARTICLE 9. VACATION LEAVE UNDER SICK/VACATION ACCRUAL PLAN

**9.1** Employees hired prior to January 1, 2013, may continue participation in the sick/vacation accrual plan and shall accrue vacation according to the schedule listed below.

9.1.1 Employees who were hired after January 1, 2013 and were enrolled in the mandatory Paid Time off (PTO) Program, will have a one-time voluntary option to be converted to the County's sick/vacation accrual plans. All PTO banks shall be converted to vacation. Employees who choose this option will not be allowed to return back to the Paid Time Off (PTO) plan.

9.1.2 All employees hired, rehired or reinstated shall have the voluntary one-time option of selecting between the following two (2) leave choices: **1.** Vacation/sick leave accruals per this Article 9 and Article 11 in this Agreement; or **2.** PTO Plan, Article 10 in this Agreement . Whichever leave is chosen: accrual rates are defined in the Article and shall begin the first pay period of employment, but shall not be eligible to receive termination payoff until completion of six (6) months of employment. New employees are generally not authorized use of vacation in the first six (6) months of employment, but exceptions may be authorized by the Department Head.

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

**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	80
1	4.33	104	13	208
5	5.33	128	16	256
10	6.33	152	19	304
15	7.33	176	22	352
20	8.33	200	25	400
25	9.33	224	28	448
30	10.33	248	31	496

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

**9.2.1 Maximum Accumulations:** Except for the first year of employment, employees may accumulate vacation up to a maximum of two (2) times their annual accrual rate.

When an employee has reached the maximum allowable accrual, further accruals will cease until such time as the balance allows for additional earnings. Employees are responsible for monitoring their accruals and scheduling time off as necessary to preserve the ability to accrue vacation.

**9.3 Conversion:** Employees hired prior to January 1, 2013, may voluntarily opt to switch to Paid Time Off (PTO) in accordance with Article 10 to this Agreement (this plan combines vacation time, sick leave and floating holiday accruals) in accordance with the following procedures:

9.3.1 The County will offer an election period for the opportunity to transfer to the PTO plan annually during a designated period to be determined by the Human Resources Department. Following this election period, any transfer elected will become effective January 1<sup>st</sup> of the following year. Once an employee elects to enroll in the PTO leave plan, it is irrevocable.

9.3.2 Employees who voluntarily transfer to the PTO leave plan will have established leave balances converted as follows:

9.3.2.1 Vacation Accrual balance will be converted to the new PTO bank.

9.3.2.2 Sick Leave Accrual balance will be converted to the Sick Leave Reserve (SLR) bank.

**9.4 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 rate of pay. Employees may not elect to extend employment beyond the last day of work by using accumulated leave.

**9.5 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.

**9.6** Employee requests for vacation leave or PTO shall normally be granted, provided the requested time off would not interfere with workload requirements and schedules. Annual vacation/PTO scheduling, for purposes of this Article and Article 10, shall be for the 12 month period beginning March 1st.

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

**9.6.2 Vacation/PTO Scheduling during Major Holidays.** Within a work group, requests received between January 1st and March 1st for vacations/PTO 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/PTO Bumping and Cancellations.** After March 1st, no other employee may bump an approved vacation/PTO period, except through mutual agreement among the affected employees. Management will make every effort to honor approved vacation/PTO requests. For purposes of this Article and Article 10, 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/PTO 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. PAID TIME OFF (PTO) PROGRAM**

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

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

### **10.3 Eligibility and Conversion:**

#### **10.3.1 New Employees:**

10.3.1.1 All Employees hired, rehired or reinstated shall have the voluntary, one-time option of selecting between the following two (2) leave choices: **1.** Vacation/sick leave accruals per Article 9 in this Agreement, or **2.** Paid Time Off (PTO) per Article 10 in this Agreement. Whichever leave is chosen; accrual rates are defined in the applicable Articles and shall begin the first day of employment but shall not be eligible to sell back or receive termination payoff until completion of six (6) months of service. New employees are generally not authorized use of vacation or PTO in the first six (6) months of employment; except for sick leave purposes. Exceptions may be authorized for vacation purposes by the Department Head or Elected Official.

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

#### **10.3.2 Current Employees:**

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

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

10.3.2.3 Employees who were hired after January 1, 2013 and were enrolled in the mandatory Paid Time Off (PTO) Program, will have a one-time voluntary option, the first of the month following a period of thirty (30) days upon the execution of this Agreement, to be converted to the Sick/Vacation Accrual Plan in accordance with Article 9 in this Agreement. All PTO banks shall be converted

to vacation time. Employees who choose this option will not be allowed to return back to the Paid Time Off (PTO) Program.

10.3.2.4 All unused hours that exists in an employee's sick leave bank on the day the PTO plan becomes effective, will be available for use in a Sick Leave Reserve (SLR) account pursuant to Article 11.7 in this Agreement.

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

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

**Full time employees**

Completed Years of Service	Monthly Accrual	Hours Per Year	Days Per Year (based on an 8 hour day)	Maximum Accumulation * (Hours)	Maximum Payout
Start	12	144	18	144	144
Year 1	14	168	21	336	208
Year 5	16	192	24	384	256
Year 10	18	216	27	432	304
Year 15	20	240	30	480	352
Year 20	22	264	33	528	400
Year 25	24	288	36	576	448

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

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

Scheduling of PTO or SLR shall be in accordance with Article 10, and Article 11 and Article 15 to this Agreement.

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

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

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

**10.6 Maximum Accumulation.**

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

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

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

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

**10.8 Leave Donation.**

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

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

**10.9 Pay out at Separation.**

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

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

## **ARTICLE 11. SICK LEAVE UNDER SICK/VACTION ACCRUAL PLAN**

**11.1 Sick Leave Accruals.** Full time employees who are covered by the Sick/Vacation Accrual Plan 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.

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

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

11.1.3 No sick leave accrual shall occur during unpaid leave.

**11.2 Purpose.** Sick leave is provided to continue pay during illness, injury, or required treatment by a medical professional, or for contagious disease whereby the employee's attendance at work would create a direct threat to the health of fellow employees or the public, or as otherwise provided by law or this Article. 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 absence from work, ability to return to work and/or ability to continue the full performance of the job duties.

Employees hired prior to January 1, 2013 may continue participation in the Sick/Vacation Accrual plan. Employees who elect the Paid Time Off (PTO) plan shall not accrue sick leave and shall accrue leave in accordance with Article 10 in this Agreement. Employees who elect PTO will have their sick leave balance converted to a Sick Leave Reserve (SLR) account; employees will not accrue additional hours in the SLR account and once the hours are exhausted, no additional time will be accrued.

11.2.1 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.

11.2.2 Sick leave is considered as an insurance benefit to provide protection against loss of income resulting from an illness or injury. 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.

11.2.3 **Attendance.** 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. The parties also agree that the effective management of employee attendance should incorporate the following overall principles:

- Employees are responsible for addressing the circumstances which give rise to absences.

- Time off taken under the auspices of federal and state disability and family leave laws will not be considered as part of an assessment of employee attendance or a corrective action plan.

For the purposes of this Section, “attendance” refers only to absences due to illness or injury and not to scheduled absences such as vacation, comp time, floating holidays, bereavement, military leave, scheduled PTO, industrial injury leave and jury duty.

**11.3** Subject to the limitations set forth above, an employee with more than six (6) months continuous service may use accrued and unused vacation, PTO 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.

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

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

**11.5 Family Illness Usage.** Employees shall use sick leave or any other paid leave in the event of an illness in the employee's immediate family requiring the attendance of the employee. For the purposes of this Section, immediate family is defined as spouse, 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.

**11.6** 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.

### **11.7 Sick Leave Payoff & Sick Leave Reserve Payoff.**

11.7.1 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.

11.7.2 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 ( $1200-900 \times 75\% = 225$  hours), 50% of the next bank of 300 hours ( $900-600 \times 50\% = 150$  hours) and twenty five (25%) of the next bank ( $600-300 \times 25\% = 75$  hours) for a total of 450 hours or \$6,300. Employees with balances below 300 hours are not eligible for payoff.

**11.8 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 12. OTHER LEAVES

**12.1 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.

12.1.1 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, PTO, floating holiday, or compensatory time account.

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

**12.2 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.

**12.3 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.

**12.4 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.

**12.4.1 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.

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

12.4.1.2 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.

12.4.2 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. 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.

**12.4.3 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.

12.4.4 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.

12.4.5 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.

**12.5 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.

**12.6 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:

12.6.1 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.

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

12.6.3 An employee returning from leaves without pay for reasons other than listed in Section 12.6.1 shall return to any vacant position for which the employee is qualified.

## ARTICLE 13. INSURANCE AND OTHER BENEFITS

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

13.1.1 Except for provisions of this Article and the Appendix A in this Agreement, the County reserves the exclusive right to make any changes, reductions, modifications, deletions or improvements to be in compliance with any State and Federal laws. The County agrees to discuss any amendments that are not mandatory subjects of bargaining with the Guild prior to implementation.

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

13.2.1 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 except as provided in Article 18.9 of this Agreement.

13.2.2 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, except as provided in Article 18.9 in this Agreement.

13.2.3 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 medical plan and dental plan selected by the employee. The employee shall contribute the amount above the County contribution.

13.2.4 The Healthcare Committee shall have the responsibility to determine the appropriate pro-ration for each subsequent year of the contract.

13.2.5 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 (4) consecutive month or unless otherwise required by Federal or State law.

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

13.2.7 Eligible dependents include legal spouse, domestic partners and dependent children, including the children of the domestic partner who reside in the employee's

home up to age 19 or until age 23 if a full-time student at an accredited school (unless otherwise provided by federal or state law). Employees adding Domestic Partner must submit the required documentation.

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

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

13.2.10 For recalled employees and employees returning from furlough, coverage is reinstated the first of the month following the date of re-employment, unless otherwise required by law.

### 13.3 Premiums.

13.3.1 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.

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

13.3.2.1 Medical Coverage with proof of other group medical coverage. Full-time employees (30+ hours or more per week) receive \$130 per month (\$65 per pay period); part-time employees (20 – 29 hours per week) receive \$91 per month (\$45.50 per pay period); and job-share employees receive \$65 per month (\$32.50 per pay period) if both job-share partners waive coverage.

13.3.2.2 Dental Coverage – proof of other coverage not required. Full-time employees receive \$20 per month (\$10 per pay period); part-time employees receive \$14 per month (\$7 per pay period); and job-share employees receive \$10 per month (\$5 per pay period) if both job-share partners waive coverage.

13.3.3 **Health Savings Account Contribution.** Beginning 2014, employees who voluntarily enroll in the High Deductible Health Plan (HDHP) and Health Savings Account (HSA) shall receive a pay period contribution of \$20.83 for single coverage or \$41.67 for family coverage.

**13.4 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.

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

**13.6 Life Insurance.** The County shall provide each employee a group term life insurance policy including accidental death and dismemberment coverage in the amount of one (1) times annual salary up to a maximum of \$150,000.

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

**13.7 Long Term Disability Insurance.** The County shall provide each employee a 60%, 60 day waiting period long term disability insurance policy with normal provisions. Employees may also elect to purchase additional coverage under the Long Term Disability (LTD) Buy-Up plan and will be eligible to receive sixty-six and two-thirds percent (66 2/3%) of their covered salary. Benefits are paid up to a maximum covered salary of fifteen thousand dollars (\$15,000) per month.

**13.8 Continuation of Benefits.**

13.8.1 Pursuant to federal or state 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, if applicable.

13.8.2 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.

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

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

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

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

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

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

## ARTICLE 14. RATES OF PAY

### 14.1 Hourly & Salary Basis and Calculation.

Hourly non-exempt 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).

Salaried exempt employees covered by this Agreement shall be paid on a salary basis. The salaried monthly rate for an employee's classification shall be as specified by this Agreement and the County Pay Plan. The employee's annual salary shall be calculated by multiplying the monthly rate by 12.

### 14.2 Salary Range Increases.

14.2.1 Effective the first month following ratification by both parties, the salary schedule for salaried and hourly employees shall be adjusted by 2.2% as outlined in Table 1 of the Memorandum of Agreement, Appendix D in this Agreement.

14.2.2 Effective January 1, 2017, the December 31, 2016 salary schedule for all classifications as set forth in Exhibit A of this Agreement shall be adjusted by 2.2%.

14.2.3 Effective January 1, 2018, the December 31, 2017 salary schedule for all classifications as set forth in Exhibit A of this Agreement shall be adjusted by 2.2%.

**14.3 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.

14.3.1 Step increases may be granted more frequently at the discretion of management.

14.3.2 Step increases may be withheld or delayed based on disciplinary actions taken in the preceding six (6) months. Step increases may also be delayed for employees on a formal Performance Improvement Plan at the time of his or her eligibility date, until the requirements of the PIP are met.

**14.4 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 approximately five percent (5.0%). Increases above five percent (5%) are permitted.

**14.5 Levels A and B.** Placement to levels A and B or a lump sum equivalent is available at the sole discretion of management, for employees who demonstrate exceptional or higher performance.

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

**14.7 Reclassification.** 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.

14.7.1 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.

14.7.2 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.

## **14.8 Effects of Reclassification.**

**14.8.1 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.

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

**14.9 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 two and a half percent (2.5%), 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.

**14.10 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, the 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 affect the salary range allocation pending negotiations.

## **ARTICLE 15. HOURLY EMPLOYEES HOURS, OVERTIME AND OTHER EXCEPTION PAY PRACTICES**

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

**15.2** Hourly Employee Work Schedules. Except as otherwise established by this Agreement, the available work schedules shall be one of the following (based upon prior approval of management) – reference to work days assume the exclusion of the unpaid lunch period included in each workday which exceeds five (5) hours:

- Five (5) consecutive days of eight (8) hours
- Four (4) consecutive days of ten (10) Hours
- Four (4) consecutive days of nine (9) hours and one (1) day of four (4) consecutive hours
- A 9/80 schedule
- Other alternative work schedules by mutual agreement between the Guild and the County providing there are no inherent additional payroll costs to the County.

15.2.1 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.

15.2.2 Employees may be authorized the opportunity to telecommute provided such telecommuting conforms to HR Policy 19.2 – Telecommuting. Due to the unique nature of services, department managers have the discretion to exceed the parameters of HR Policy 19.2.

15.2.3 With advance approval of the appropriate level of management, hourly employees may be permitted to "flex" their schedules within the work week; for example working a nine (9) hour day followed by a seven (7) hour day to accommodate personal or work situations or to balance a holiday work week. This section is intended to address occasional or intermittent changes to the schedule.

**15.3 Meal Breaks.** All hourly 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 fifteen (15) 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 fifteen (15) minute rest period, at the approximate midpoint of the shift.

**15.5 Disaster Coverage.** The County and Information Technology 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 IT 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 15.7 if 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 15.11 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 15.11 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 15.7 shall apply. If not scheduled the prior work day, then call back Section 15.11 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.

**15.6 Work Periods for Overtime Calculation.** With the exception of the 9/80 schedule, 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.

15.6.1 With mutual agreement between the County and the hourly employee, the County may employ flextime scheduling where practicable to avoid the accrual of overtime. In such instances, the operational needs of the unit shall take precedence when defining the hours to be flexed off in the same workweek in which more hours than the amount regularly scheduled are worked. Other alternatively scheduled work weeks will have an established beginning date and time from which overtime eligibility is established.

**15.7 Overtime Provisions.** Overtime work for hourly employees shall be approved in advance and shall be compensated as follows:

15.7.1 Hourly 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, PTO, vacation, sick leave, and compensatory time used. Overtime will be paid to the nearest quarter hour.

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

15.7.3 With prior approval of management, in the case of hourly employees who are on paid leave for a part of the work day and work outside of their regularly scheduled shift, the hourly employee shall have the option of being paid for the additional hours at the straight time rate or reducing the amount of leave used. For example, an 8-5 hourly employee who is off for two (2) hours due to a medical appointment but who works until 7 p.m. has worked a total of eight (8) hours and no use of sick leave is necessary. The employee may report either **a.** eight (8) hours of regular time and two (2) hours of sick leave or **b.** eight (8) hours regular time and zero (0) sick leave. Leave need only be charged as necessary to make up the difference between the normal work hours and the hours actually worked. Daily overtime is payable only for hours *worked* in excess of the shifts as defined above.

**15.8** With authorization of the County and the hourly employee, an hourly 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 hourly employee's regular rate at the time of termination. Compensatory time off shall be used at times mutually agreed upon by the County and hourly employee.

**15.9** 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 hourly employees to perform overtime work. Overtime work that can be performed by regular hourly employees, temporary employees, contractors, or consultants shall be offered first to regular hourly employees as long as it is done without any adverse effect on operational continuity.

**15.10 Shift Differential.** Hourly 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 (PTO, vacation, floating holidays, sick leave, compensatory time off, jury duty or any other paid but non-working time) provided the hourly 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 hourly employee's personal situation do not qualify for shift differential.

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

**15.11.1 Telephone Calls and Remote Dial In.** Hourly 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:

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

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

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

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

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

15.11.2.3 Hourly 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.

**15.12 After Hours Pay.** Hourly Employees who volunteer or are assigned to standby duty shall be compensated at the rate of \$1.50 for every hour he or she carries the after-hours phone, with the exception of hours that the help desk is open, (usually M-F, 8-5, except for holidays), or during the employee's regularly scheduled work hours. For the purposes of this Section, after hours duty assignments are defined as a requirement to remain accessible and available for a specified period (e.g., one week.)

15.12.1 If the hourly employee answers/responds to the after-hours phone, answers, responds to a communication or reviews communications for a continuous period lasting more than a quarter of an hour, the hourly employee shall receive Call Back Pay according to Article 15.11 in addition to the After Hours Pay identified above as follows:

15.12.1.1 For the first answer/response/review within a twenty-four (24) hour period, on a regularly scheduled workday, the hourly employee shall receive pay for actual hours worked, rounded to the nearest quarter hour, at the rate of time and one half (OT rate) pursuant to Article 15.6.1. Hourly employees shall receive pay for additional answer/response/reviews within the remainder of the 24 hour period for actual time worked at the rate of time and one half (OT rate).

15.12.1.2 For the first answer/response review within twenty-four (24) hour period on a non-work day (PTO, vacation, sick, holiday or other day off), hourly employees shall receive pay for a minimum of one hour at the rate of time and one half (OT rate) pursuant to Article 15.6.1. Hourly employees shall receive pay for additional calls within the remainder of the twenty-four (24) hour period for actual time worked at the rate of time and one half (OT rate).

15.12.1.3 If the hourly employee is required to physically return to the office due to the nature of the call/communication he or she received, the hourly employee shall receive pay according to Article 15.7.2

**15.13 Meal Allowance.** Hourly Employees shall be eligible for a meal allowance of seven dollars (\$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.

**15.14 Work Out of Classification.** An hourly employee shall be eligible for work-out-of-classification (WOOC) pay when qualified and assigned to perform all the duties of a position in a higher classification for twenty (20) hours within a single pay period. Pay shall accrue for hours worked in the higher classification after the eligibility period is established. If no additional out of class pay is performed within six months, the eligibility period must be re-established before payment can begin. Such assignments must be approved by the Division/Department Head or his/her designee. WOOC assignments will normally 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.

15.14.1 When assigned to a position at a higher classification, the hourly 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 [5.0%]) or the first step in the range of the higher classification, whichever is greater.

15.14.2 When assigned to a position in a lower classification, hourly employees will retain their current classification wage.

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

## ARTICLE 16. SALARIED EMPLOYEES

**16.1 Fair Labor Standards Act (FLSA) Exempt Employees.** Salaried IT Guild employees, as FLSA exempt professional employees, are expected to work the number of hours necessary to fulfill their job duties.

**16.2 Employee Work Schedules.** Except as otherwise established by the Agreement, the available work schedules shall be one of the following (based upon prior approval of management):

- Five (5) consecutive days of eight (8) consecutive hours.
- Four (4) consecutive days of ten (10) consecutive hours.
- Four (4) consecutive days of nine (9) hours and one day of four (4) consecutive hours.
- A 9/80 schedule.
- Other alternative work schedules by mutual agreement between the Guild and the County providing there are no inherent additional payroll costs to the County.

16.2.1 Employees may be authorized the opportunity to telecommute provided such telecommuting conforms to HR Policy 19.2 – Telecommuting. Due to the unique nature of services, department managers have the discretion to exceed the parameters of HR Policy 19.2.

**16.3 Flexible Scheduling.** In lieu of overtime eligibility or compensatory time off, salaried/exempt employees are normally granted flexible scheduling, allowing them to vary their schedules on a day to day and week to week basis, depending upon the requirements of their jobs and the reporting procedures of the department. The scheduled forty hour (40) work week may be accomplished using daily or weekly variations in hours.

16.3.1 Under flexible scheduling, salaried/exempt employees should generally flex their time within a single, semi-monthly pay period. However, it is recognized that this is not always possible, and with the knowledge and consent of the immediate manager, salaried/exempt employees may adjust their schedules such that the flexible scheduling is extended over a thirty to sixty-day time frame. Time off of less than one day does not have to be charged to a paid leave account if it is offset by additional hours worked at other times during the week or pay period.

16.3.2 Nothing in this section shall be construed to limit the department's authority to require salaried/exempt employees to report absences, to keep the department informed of their whereabouts or to account for how time is being spent.

16.3.3 When flexible scheduling occurs across pay periods, the salaried/exempt employee should report their regularly scheduled hours for those pay periods to ensure full pay is received. No leave need be used/charged if the total hours worked equals or exceed the hours scheduled for the pay period. For example, if an employee takes an

hour off for a dentist appointment on Tuesday, but works an additional hour on another day in the period, there is no "net" time off and sick leave need not be used for the appointment.

16.3.4 When flexible scheduling is not possible, partial and full day absences should be charged to the appropriate leave category. To the extent paid leave is not available, unpaid leave will result.

**16.4 Comp Time/Cash Exception.** In extraordinary circumstances, salaried/exempt employees whose jobs require excessive overtime which cannot be addressed through a flexible work hour arrangement are eligible for formal comp time off on an hour for hour basis with advance approval of the Department Head, the HR Director, and County Manager. As a guideline, excessive would be considered more than 10 hours per day, or 50 hours per week on an extended basis. Exempt employees who cannot reasonably be granted exception overtime can be paid on a 1:1 basis for overtime hours worked for a define time period. This exception must be requested by the Department Head and approved in advance by the HR Director and County Manager.

**16.5 After Hours Pay.** Salaried/exempt employees who volunteer or are assigned to after-hours duty shall be compensated at the rate of \$250 per week. For the purposes of this Section, after hours duty assignments are defined as a requirement to remain accessible and available for a specified period (e.g., one week) when the help desk is closed.

**16.6 Work Out of Classification.** A salaried/exempt employee shall be eligible for work-out-of-classification (WOOC) pay of 5% when qualified and assigned to perform all the duties of a position in a higher classification in excess of forty hours. Employees shall receive the higher pay beginning with the 41<sup>st</sup> hour; however the waiting period shall be waived when the employee assumes the full responsibilities of a vacant position. Such assignments must be approved by the Division/Department Head or his/her designee. WOOC assignments will normally 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.

16.6.1 When assigned to a position in a lower classification, exempt employees will retain their current classification pay rate.

**16.7 Disaster Coverage.** The County and Information Technology 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 IT 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.

16.7.1 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.

16.7.2 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 this Article.

16.7.3 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 17. PROMOTIONAL OPPORTUNITIES**

**17.1** The County agrees to consider promotions from within the bargaining unit to fill vacancies. The County will continue to encourage current employees to gain the skills and qualifications for future promotional opportunities.

**17.2** Notice of vacant positions covered by this Agreement shall be posted using the County's normal recruitment sources and policies.

## ARTICLE 18. LAYOFF

**18.1** The County may layoff an employee due to reduction in staff, lack of work, lack of funds, elimination of services/functions or other similar and appropriate reasons. Employees who 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 to less than .9 FTE shall also be considered a layoff. The County will provide notice and an opportunity to bargain the effects of any such reduction in hours per Chapter 41.56 RCW.

**18.2** 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 and eliminating vacant positions, 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.

**18.3 Seniority for Layoff.** Seniority for layoff shall be as set forth in Article 19.

**18.4 Selection and Notice.** Employees shall be selected for layoff within the job family starting with the least senior person (i.e., 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 rate of pay for the shortfall in the number of days' notice. The Guild shall be notified concurrent with written notice to employees.

### **18.5 Reassignment.**

18.5.1 Employees facing layoff may be reassigned to a vacant position if the employee is immediately able to assume the full range of duties and responsibilities of the position. 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.

**18.6 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. Seniority for recall shall be computed the same as seniority for layoff.

18.6.1 Laid off employees will be offered employment in any vacant position according to the procedure in Article 18.5. Employees being recalled for vacant positions must meet the minimum qualifications for the position, following a reasonable period of orientation and training (not to exceed thirty [30] work days, with a training plan) necessary to perform the duties of the position.

18.6.2 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.

**18.7 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. The employee shall be responsible for notifying the Human Resources Department of any change in address or telephone number.

**18.8 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 Article 19 of this Agreement, but the employee shall otherwise retain all service credit held at the time of layoff. Employees recalled shall be appointed to the step and range the employee held at the time they were involuntarily laid off. In the event of a voluntary layoff, employees recalled 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.

**18.9 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 19. SENIORITY**

**19.1** 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.

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

19.2.1 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.

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

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

**19.3** Service is determined by the total length of employment with the County for purposes of leave accruals.

## **ARTICLE 20. DISCIPLINARY ACTION**

**20.1** 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.

**20.2 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.

**20.3** 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. Grievances concerning written warnings may not be processed beyond Step 3, (Human Resources Director as the Board's designee for Labor Relations). However, if the Employer offers evidence of a written warning in support of a suspension or discharge, the grievant may challenge the existence of just cause supporting issuance of the warning in the grievance challenging the suspension or discharge.

## ARTICLE 21. SETTLEMENT OF DISPUTES

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

**21.2** 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.

**21.3** 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.

### **21.4 Timelines.**

21.4.1 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.

21.4.2 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.

### **21.5 Steps:**

21.5.1 **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.

21.5.2 **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.

**21.5.3 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.

**21.5.4 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.

**21.6** 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.

**21.7** 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.

**21.8** 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.

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

## **ARTICLE 22. EMPLOYEE TRAINING**

**22.1** 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. In this regard, employees, working in concert with their supervisor(s), are expected to identify needed training to ensure they remain abreast to current technology/applications relevant to their position.

22.1.1 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 department manager.

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

22.1.3 The County will pay the cost of training consistent with HR Policy 17.0 Travel, Training and Tuition Reimbursement.

## ARTICLE 23. GENERAL PROVISIONS

**23.1 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 21 of this Agreement.

**23.2 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.

**23.3 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	\$22.00	\$23.00
Uncovered Reserved	\$38.50	\$40.25
Covered Reserved	\$55.00	\$57.50

23.3.1 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 equal to the monthly C-Zone pass.

**23.4 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.

**23.5 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.

**23.6** 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.

**23.7 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 11.7 respectively when a VEBA type account becomes available within the County.

## ARTICLE 24. SCOPE AND DURATION

**24.1 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.

**24.2 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.

**24.3 Duration.** This Agreement shall be effective as of the first day of January 2016, 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, 2018.

**APPROVAL**

This Agreement, entered into between Clark County and the Information Technology Guild was Formally signed and approved on the 8<sup>th</sup> Day of MAR, 2016

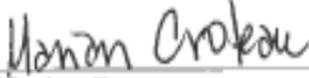
**BOARD OF CLARK COUNTY COUNCILORS**

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

**Information Technology Guild**

  
\_\_\_\_\_  
Elizabeth Lemoine  
Lemoine Legal Services, P.C

4-12-16  
Date

  
\_\_\_\_\_  
Marian Croteau  
Guild President

3-31-16  
Date

## EXHIBIT A

### INFORMATION TECHNOLOGY GUILD SALARY TABLES

2016 (2.2% Increase effective 1st of month following ratification)														
Non Exempt Classifications			Hourly Rates											
Table	Rg.	Title	1	2	3	4	5	6	7	8	9	10	11	12
IT	T1	IT Professional I	24.69	25.30	25.94	26.59	27.25	27.93	28.63	29.35	30.08	30.83	31.60	32.39
IT	T2	IT Professional II	30.02	30.77	31.54	32.33	33.13	33.96	34.81	35.68	36.57	37.49	38.43	39.39

2016 (2.2% Increase effective 1st of month following ratification)																
Exempt Classifications			Monthly Rates												A	B
Table	Rg.	Title	1	2	3	4	5	6	7	8	9	10	11	12	A	B
IT	T3	IT Professional III	5203	5333	5466	5603	5743	5887	6034	6185	6339	6498	6660	6827	6997	7172
IT	T4	IT Professional IV	6473	6635	6801	6971	7145	7324	7507	7695	7887	8084	8286	8494	8706	8924
IT	T5	IT Professional V	7141	7319	7502	7690	7882	8079	8281	8488	8700	8918	9141	9369	9603	9844

2017 (2.2% Increase effective 1/1/2017)														
Non Exempt Classifications			Hourly Rates											
Table	Rg.	Title	1	2	3	4	5	6	7	8	9	10	11	12
IT	T1	IT Professional I	25.23	25.86	26.51	27.17	27.85	28.54	29.26	30.00	30.74	31.51	32.30	33.10
IT	T2	IT Professional II	30.68	31.45	32.23	33.04	33.86	34.71	35.58	36.46	37.37	38.31	39.28	40.26

2017 (2.2% Increase effective 1/1/2017)																
Exempt Classifications			Monthly Rates												A	B
Table	Rg.	Title	1	2	3	4	5	6	7	8	9	10	11	12	A	B
IT	T3	IT Professional III	5317	5450	5586	5726	5869	6017	6167	6321	6478	6641	6807	6977	7151	7330
IT	T4	IT Professional IV	6615	6781	6951	7124	7302	7485	7672	7864	8061	8262	8468	8681	8898	9120
IT	T5	IT Professional V	7298	7480	7667	7859	8055	8257	8463	8675	8891	9114	9342	9575	9814	10061

2018 (2.2% Increase effective 1/1/2018)														
Non Exempt Classifications			Hourly Rates											
Table	Rg.	Title	1	2	3	4	5	6	7	8	9	10	11	12
IT	T1	IT Professional I	25.79	26.43	27.09	27.77	28.46	29.17	29.90	30.66	31.42	32.20	33.01	33.83
IT	T2	IT Professional II	31.35	32.14	32.94	33.77	34.60	35.47	36.36	37.26	38.19	39.15	40.14	41.15

2018 (2.2% Increase effective 1/1/2018)																
Exempt Classifications			Monthly Rates												A	B
Table	Rg.	Title	1	2	3	4	5	6	7	8	9	10	11	12	A	B
IT	T3	IT Professional III	5434	5570	5709	5852	5998	6149	6303	6460	6621	6787	6957	7130	7308	7491
IT	T4	IT Professional IV	6751	6930	7104	7281	7463	7650	7841	8037	8238	8444	8654	8872	9094	9321
IT	T5	IT Professional V	7459	7645	7836	8032	8232	8439	8649	8866	9087	9315	9548	9786	10030	10282

**EXHIBIT B**

**INFORMATION TECHNOLOGY GUILD COVERED CLASSIFICATIONS**

<b>Grade</b>	<b>Classification</b>	<b>FLSA status</b>
IT.T1	IT Professional I	Non-exempt
IT.T2	IT Professional II	Non-exempt
IT.T3	IT Professional III	Exempt
IT.T4	IT Professional IV	Exempt
IT.T5	IT Professional V	Exempt

## EXHIBIT C

### IT GUILD EMPLOYEE SENIORITY DATES AS OF 03/01/2016

Employee Name	HireDate	SalGr	Employee Job Title	Seniority Date
Howells, Harold	01/11/1987	T5	IT Professional V	01/11/1987
Rankin, Richard D	06/13/1988	T4	IT Professional IV	06/13/1988
Gammelgard, Lee O	04/06/1990	T1	IT Professional I	04/06/1990
Croteau, Marian A	10/22/1990	T4	IT Professional IV	10/22/1990
Schnelle, Richard C	06/14/1993	T5	IT Professional V	06/14/1993 *
Vidito, Michael J	06/14/1993	T4	IT Professional IV	06/14/1993 *
Powell, Kenneth C	07/06/1993	T4	IT Professional IV	07/06/1993
Groce, James M	03/13/1995	T4	IT Professional IV	03/13/1995
Buss, Richard W	04/01/1995	T4	IT Professional IV	04/01/1995
Wile, James D	10/14/1996	T2	IT Professional II	10/14/1996
Englund, Gregory R	03/25/1998	T2	IT Professional II	03/25/1998
Donaldson, Kevin S	04/27/1998	T5	IT Professional V	04/27/1998
DeGrave, Brian L	03/01/1999	T2	IT Professional II	03/01/1999
Northy, Matt W	04/01/1999	T2	IT Professional II	04/01/1999
Frimberger, Timothy J	10/04/1999	T2	IT Professional II	10/04/1999
Harrington, Mark C	01/03/2000	T5	IT Professional V.	01/03/2000
Gerke, Paul K	12/01/2000	T4	IT Professional IV	12/01/2000
Hickel, Edward J	12/04/2000	T4	IT Professional IV	12/04/2000
Wilkerson, Victor L	01/02/2001	T1	IT Professional I	01/02/2001
Alonzo, Lou	03/01/2001	T1	IT Professional I	03/01/2001
Vuu, Loann T	04/09/2001	T5	IT Professional V	04/09/2001
Wendland, Ann	04/16/2002	T2	IT Professional II	04/16/2002
Dunaway, Wendy S	04/01/2003	T4	IT Professional IV	04/01/2003
Check, Anne M	06/28/2004	T5	IT Professional V	06/28/2004
LeVitre, Jon P	05/22/2006	T4	IT Professional IV	05/22/2006
Niemiec, John B	08/28/2006	T4	IT Professional IV	08/28/2006
Mair, Paula L	05/09/1997	T3	IT Professional III	09/01/2006
Stonier, Brandon	05/13/2013	T5	IT Professional V	05/13/2013
Doan, Fred	11/19/2013	T3	IT Professional III	11/19/2013
Stewart, Greg	12/02/2013	T1	IT Professional I	12/02/2013
Stanley, Eric	08/11/2014	T4	IT Professional IV	08/11/2014
Swenson, Dan	08/18/2014	T4	IT Professional IV	08/18/2014
Uyan, Troy	03/23/2015	T3	IT Professional III	03/23/2015
Barnard, Kelly	04/14/2015	T4	IT Professional IV	04/14/2015
McCombs, Chris	05/04/2015	T3	IT Professional III	05/04/2015
Jackson, Michelle	01/29/2016	T4	IT Professional IV	01/29/2016
McManus, Tami	02/08/2016	T4	IT Professional IV	02/08/2016
Brixey, Tammy	02/12/2016	T4	IT Professional IV	02/12/2016
Ellison, Christopher	02/29/2016	T2	IT Professional II	02/29/2016

\* Same Hire Date - Seniority goes to Rick Schnelle

## APPENDIX A

### MEMORANDUM OF UNDERSTANDING REGARDING HEALTHCARE BENEFITS

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

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

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

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

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

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

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

- (ACA) tax or charge. In the event the healthcare committee decisions do not avoid the ACA tax or charge, this cost will be borne by the employees and the parties agree to reopen no later than June 30, 2017 to bargain the implementation.
6. A High Deductible Health Plan (HDHP) with a Health Savings Account (HSA) will be included as an additional option, along with an HMO plan and a non-HMO plan. The particular design elements of the plan will be the responsibility of the Committee.
  7. The Committee shall determine the cost distribution for the payment of insurance premiums between that portion contributed by the County and that which may be contributed by the employee.
  8. The Committee shall meet on County time, but the County shall not be required to pay overtime to any member due to the scheduling of daytime meetings outside some member's normal work shifts. Committee members meeting outside of their regularly scheduled shift will be permitted to flex or adjust schedules if possible to accommodate meeting attendance.
  9. As the last item on its agenda, the Committee shall draft and publish an update of the meeting.
  10. Departments within the County will promptly provide all requested information about insurance that is in the possession of the Departments.
  11. The Committee will set meeting dates as determined necessary.

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

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

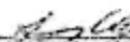
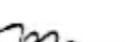
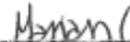
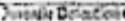
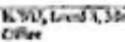
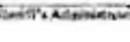
### **Decision Making:**

- The Committee may choose to work with a Mediator. The Mediator shall not be a voting member of the Committee. However, if the Healthcare Committee is unable to reach a decision for any benefit year by September 1st, the Mediator shall direct a solution no later than October 1<sup>st</sup>. Such solution shall be binding on all parties to this Memorandum of Understanding. The Mediator's solution shall be within the parameters outlined above, based upon her/his understanding of the positions of the parties gained through the mediation process. Therefore a formal hearing shall not be necessary.
- If any costs are attached to the Mediator's work they shall be paid as follows: Clark County fifty percent (50%); the remaining fees shall be divided equally among the participating units.

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

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

This MOU shall expire December 31, 2018

 Clark County Board of Control	Date: 1/21/16	 AS/SG Level 10/11 Public Works	Date: 1/21/16
 Planning, H. Arts, Human Resources Director	Date: 1/21/16	 P/T Level 11, Assistant & Chief Professional and Engineers, Technicians and Chief PE Consultant	Date: 1/21/16
 Office Level 11, Office of Professional Employees	Date: 1/21/16	 IAW, Level 11/12, Information	Date: 1/21/16
 LUNA Level 11, Health Care Divisions	Date: 1/21/16	 Information Technology Guild	Date: 3.31.16
 Juvenile Detention Guild	Date:	 Sheriff's Office Support Guild	Date:
 KWD, Level 11, Medical Examiner's Office	Date:	 Sheriff's Administration Guild	Date:
		 CRESA	Date:

## APPENDIX B

### SUBSTANCE ABUSE FREE WORKPLACE

**Statement of Principle.** The County and the 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 will be subject to a requirement to participate satisfactorily in an abuse assistance or rehabilitation program approved for such purposes by a federal, state, local health, or appropriate agency approved by Clark County, and/or appropriate disciplinary action up to and including termination.

**Covered Classifications.** All classifications within the Guild bargaining unit are covered by this Appendix.

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

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

job site, collector's office or medical facility (transportation, if necessary, will be provided). An employee waiting to be tested will remain in paid status from the time of the accident/incident until testing is completed.

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

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

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

Refusal to submit to a test includes:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

The alcohol testing process will consist of the following steps:

- Upon arrival, the employee will be shown to the testing site. The site will afford the employee privacy during the process.
- The employee will provide picture identification to the BAT for inspection.
- The BAT will explain the test process and will, with the employee, complete the Alcohol Testing Form.
- The BAT will open a sealed disposable mouthpiece in view of the employee and attach it to the EBT device for a screening test.
- The employee will blow forcefully into the mouthpiece and be shown the result.
- If the test result is less than .04 (non-DOT and .02 DOT) the test will be recorded as negative.
- If the initial test indicates an alcohol concentration of .04 (non-DOT and .02 DOT) or greater, a second confirmatory test will be conducted at least fifteen (15) minutes, but not more than thirty (30) minutes, after the initial test.
- Before the confirmatory test is conducted, the BAT shall conduct an airblank test which must read 0.00 to proceed.

- The confirmatory test will be conducted using the same screening procedures as the screening test with the exception of the post-test airblank.
- If the test results are not identical, the result of the confirmatory test is considered to be the final result.

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

### **Positive Test Results.**

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

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

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

### **Pay Status.**

If an employee is removed from his/her job prior to or during an investigation, they shall be in a pay status pending outcome of the investigation and/or disciplinary action. Employees shall be advised of their right to 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 PTO, 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 generally be allowed to return to duty following compliance with all treatment recommendations of the SAP or CDP. Employees who test positive a second time for an illegal drug, controlled substance or alcohol or who fail to comply with treatment requirements (as determined by the SAP or CDP) are subject to immediate termination.

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

## **Employee Rights and Responsibilities.**

The County will keep confidential all testing results.

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

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

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

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

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

## **Education and Training.**

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

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

## **Record Retention.**

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

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

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

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

## **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.

**APPENDIX C  
VACATION SELL BACK  
MEMORANDUM OF UNDERSTANDING  
BETWEEN  
CLARK COUNTY WASHINGTON  
AND THE  
INFORMATION TECHNOLOGY GUILD**

This Memorandum of Understanding (“MOU”) is entered into between Clark County, Washington, and the Information Technology (IT) Guild. It is mutually agreed by the parties that at any time should the opportunity for vacation sell-back is made available by the County prior to the expiration of this Agreement, this language shall apply:

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

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.
2. To be eligible to cash out vacation, an employee must have used a total of eighty (80) hours vacation and floating holiday hours in the prior calendar year. The total of vacation sold may not exceed the maximum hour's limitation but may be apportioned according to the employee's choice between the June and December sales periods.
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.
4. Vacation sell-back and donations shall be computed at the employee's base rate of pay.

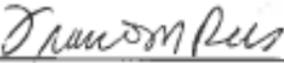
**APPENDIX D**  
**MEMORANDUM OF AGREEMENT**  
**BETWEEN**  
**CLARK COUNTY**  
**AND**  
**THE INFORMATION TECHNOLOGY GUILD**

This Memorandum of Agreement is entered into between the IT Guild and Clark County, the Employer, and sets forth the agreement of the parties relative to the classification changes within the IT Guild.

The parties hereby agree:

1. Upon execution of this Agreement, the Guild classifications will transition to the new classifications as outlined in the attached Table 1, based upon the following principles:
  - a. No employee will receive a decrease in rate of pay upon placement to the new classification ranges.
  - b. Employees who are red-circled will remain red-circled until negotiated adjustments advance the top step of the range assigned to the lower classification to the point where it equals or exceeds the employee's red-circled rate, whichever occurs first. The employee shall then be placed at the top step of the range.
2. Salaried employees will be placed in the new range and shall receive a new Salary Anniversary Date of January 1, 2017.
3. In consideration of the transition, all employees will be eligible for an additional 8 hours of floating holiday or PTO after the execution of this Agreement to be used by December 31, 2016; 8 hours of floating holiday or PTO to be used by December 31, 2017; and 8 hours of floating holiday or PTO to be used by December 31, 2018.
4. In consideration of the transition, upon execution of this Agreement, all employees will receive a cash lump sum of \$400.00.

**Signatures:**

For the County:   
Francine Reis, HR Director

Date: 03-31-2016

For the Guild:   
Marian Croteau, IT Guild President

Date: 3-31-16

**Table1:**

<b>Last Name</b>	<b>First Name</b>	<b>Job Title</b>	<b>Grade</b>
Alonzo	Lou	IT Professional I	IT.T1
Barnard	Kelly	IT Professional IV	IT.T4
Brixy	Tammy	IT Professional IV	IT.T4
Buss	Richard	IT Professional IV	IT.T4
Check	Anne	IT Professional V	IT.T5
Croteau	Marian	IT Professional IV	IT.T4
DeGrave	Brian	IT Professional II	IT.T2
Doan	Fred	IT Professional III	IT.T3
Donaldson	Kevin	IT Professional V	IT.T5
Dunaway	Wendy	IT Professional IV	IT.T4
Ellison	Christopher	IT Professional II	IT.T2
Englund	Gregory	IT Professional II	IT.T2
Frimberger	Timothy	IT Professional II	IT.T2
Gammelgard	Lee	IT Professional I	IT.T1
Gerke	Paul	IT Professional IV	IT.T4
Groce	James	IT Professional IV	IT.T4
Harrington	Mark	IT Professional V	IT.T5
Hickel	Edward	IT Professional IV	IT.T4
Howells	Harold	IT Professional V	IT.T5
Jackson	Michelle	IT Professional IV	IT.T4
LeVitre	Jon	IT Professional IV	IT.T4
Mair	Paula	IT Professional III	IT.T3
McCombs	Chris	IT Professional III	IT.T3
McManus	Tami	IT Professional IV	IT.T4
Niemic	John	IT Professional IV	IT.T4
Northy	Matt	IT Professional II	IT.T2
Powell	Kenneth	IT Professional IV	IT.T4
Rankin	Richard	IT Professional IV	IT.T4
Schnelle	Richard	IT Professional V	IT.T5
Stanley	Eric	IT Professional IV	IT.T4
Stewart	Greg	IT Professional II	IT.T2
Stonier	Brandon	IT Professional V	IT.T5
Swenson	Dan	IT Professional IV	IT.T4
Uyan	Troy	IT Professional III	IT.T3
Vidito	Michael	IT Professional IV	IT.T4
Vuu	Loann	IT Professional V	IT.T5
Wendland	Ann	IT Professional II	IT.T2
Wile	James	IT Professional II	IT.T2
Wilkerson	Victor	IT Professional I	IT.T1