TENTATIVE AGREEMENT
LEGISLATIVE VERSION
05/31/2016

COLLECTIVE BARGAINING AGREEMENT

for

THE CLARK COUNTY CORRECTIONS DEPUTY GUILD

JANUARY 1, ~~2013~~ 2016 - DECEMBER 31, ~~2015~~2018

APPENDICES

Appendix A: Corrections Deputy Salary Schedules
Appendix B: Corrections Deputy Dues, Authorization Form
Appendix C~~: Field Training Officers MOU~~ Classification Sergeant Schedule

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PREAMBLE

Clark County, Washington ("County") and the Clark County Sheriff's Office ("Sheriff") jointly referred to as the Employer, and the Clark County Corrections Deputy Guild ("Guild") hereby agree to the following collective bargaining agreement. This agreement has as its purpose the promotion of harmonious relations between the Employer and the Guild, the establishment of rates of pay, hours of work, and other conditions of employment. The parties recognize that the interests of the community and job security for employees depend upon the Employer's success in establishing proper services to the community.

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ARTICLE 1. RECOGNITION

1.1 The Employer recognizes the Guild as the exclusive bargaining agent for all regular full time and regular part time Corrections Deputies and Corrections Sergeants of the Clark County Sheriff's Office.

1.2 New classifications within the Corrections Division of the Sheriff's Office which do not fall within categories of employees included within the unit under the terms of this section and which are established during the term of this Agreement may be included within the bargaining unit upon the written consent of the Sheriff, Board and Guild or by order of the Public Employment Relations Commission.

1.3 The Employer and the Guild agree that they will not discriminate against any employee by reason of race, age, color, sex, national origin, religious belief, marital status, disability which can be reasonably accommodated based on an inter-active process with the employee, political affiliation or activity, or any other categories of persons or activities protected by federal, state or Clark County ordinances, rules or regulations. In addition, employees shall not be discriminated against or harassed based on sexual orientation. Recourse for an alleged violation of Article 1.3 shall be independent of this contract and no grievance may be brought concerning an alleged violation of this Article 1.3.

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ARTICLE 2. DEFINITIONS

2.1 For the purposes of this Agreement, the following definitions shall apply:

ACTIVE EMPLOYMENT: Time worked and any period of paid leave charged against the County payroll including Paid Days Off, compensatory time off, sick leave, jury and civic duty, bereavement, workers' compensation, paid military leave and administrative leave. Active employment excludes unpaid leaves of absence, and leave which is funded by external insurance-type programs such as disability leave.

ADMINISTRATIVE LEAVE: Approved paid leave not charged against an employee's accumulated paid leave balances, including but not limited to leave assigned in connection with pre-disciplinary investigation periods, fitness-for-duty and use of force investigations.

BASE RATE OF PAY: The rate of pay corresponding with the employee's range and step and excluding shift differential and all forms of premium pay and allowances.

COMMISSION: Means the Clark County Civil Service Commission.

CONTINUOUS SERVICE: Service since an employee's last date-of-hire.

COUNTY OR BOARD: Means the Board of County Councilors of the County of Clark, State of Washington.

SHERIFF'S OFFICE: Means the Clark County Sheriff's Office.

DEMOTION: Appointment of an employee (either voluntarily or involuntarily) to a position in a classification with a lower maximum salary step.

DOMESTIC PARTNER: Pursuant to Clark County policy related to a Domestic Partner.

EMERGENCY: A set of circumstances, unforeseen and not directly caused by the Sheriff's Office or County, requiring immediate action, response or change in policy.

EMPLOYER: Means the County and/or the Sheriff, whichever has statutory or constitutional authority over the applicable subject matter.

LEAVE OF ABSENCE (LOA): Formally requested and approved unpaid leave for a period of 15 calendar days or longer.

LEAVE WITHOUT PAY (LWOP): Approved short term unpaid absences from duty of less than 15 calendar days.

(REGULAR) PART-TIME EMPLOYEE: Means an individual who is in a regular budgeted position and whose work schedule is less than thirty (30) hours per work week on a continuing basis.

PROBATIONARY PERIOD: The first thirteen (13) months of active employment following hire, re-hire or promotion. Unpaid leave shall not count toward the completion of the probationary period. For newly hired employees, the probationary period shall begin with the employee's first day of assignment within the Sheriff's Office. A probationary employee is an employee in a probationary period.

PROMOTION: Appointment of an employee (following an examination or selection process) to a position in a classification with a higher maximum salary range.

RECALL: Return to duty from layoff from an established recall list.

RE-EMPLOYMENT: Re-hire of an employee in a classification in which the employee has been formerly employed and has satisfactorily completed the probationary period with a break-in-service of not more than twelve (12) months. Upon re-employment, the amount of service previously acquired shall be reinstated for accrual purposes and longevity pay, less the break in service. Employees shall be returned to the salary step previously attained and time served at that step shall be credited toward eligibility for the next step increase. The sick leave balance at the time of termination shall be restored, less any sick leave cashed out upon separation. A new probationary period is not required.

REGULAR EMPLOYEE: Means an individual who is in a regular budgeted position and has completed the required probationary period for the position.

RE-HIRE: Re-hire of an employee into a different classification or after a break in service of more than twelve (12) months. A new probationary period is required.

REGULAR RATE OF PAY: The employee's base rate of pay plus all compensation required to be included in the regular rate by the Fair Labor Standards Act.

SHERIFF: Means the Sheriff or his/her designee.

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ARTICLE 3. GUILD SECURITY AND CHECK-OFF

3.1 All employees who are, or who become members in good standing in the Guild on or after the effective date of this Agreement, shall maintain their membership in good standing in the Guild. All employees who are not now members in the Guild and all new employees hereafter employed shall, within thirty (30) days from their first date of hire, or within thirty (30) days from the effective date of this Agreement, whichever is later, become and remain members in good standing in the Guild or pay a service fee to the Guild not exceeding the amount of regular Guild dues and initiation fees not exceeding the maximum agency fee that may be assessed as a matter of law. Due deductions shall be authorized in writing by the employee on the authorization form attached to this collective bargaining agreement.

3.2 The right of non-association of members of the Clark County Sheriff's Office based on bona fide religious tenets or teachings of a church or a religious body of which such public employee is a member shall be protected at all times and such public employees shall pay such sum in such manner as provided in RCW 41.56.122.

3.3 The Guild will notify the Employer in writing of the failure of any employee to comply with any of the applicable provisions of this Article. The Employer agrees to advise the employee that his employment status is in jeopardy and that failure to meet the applicable requirements of this Section will result in termination of his employment within ten (10) days. If compliance is not attained within the aforementioned ten (10) days, the Employer shall terminate the employee.

3.4 The Employer agrees that such dues and initiation fees as are collected by authorized payroll deductions shall be forwarded (to the address and individuals specified by the Guild periodically) on a monthly basis. No dues or initiation fees shall be deducted from an employee's pay unless the employee has executed and provided the County and the Guild with individual copies of the required authorization form.

3.5 The Guild shall hold the Employer harmless against any claims brought against the Employer by an employee arising out of the Employer's good faith effort to comply with this Article, including reasonable costs and reasonable attorney's fees. The Guild and the County shall cooperate to correct errors through payroll, and dues assessments and adjustments.

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ARTICLE 4. GUILD RIGHTS

4.1 The Guild shall notify the Employer in writing of the names of its current Executive Board members. The Guild shall inform the Employer of any changes in its Executive Board members.

4.2 Guild Access

4.2.1 The Guild's officers and attorneys shall have reasonable access to the Sheriff's Office and its employees during working hours, providing they do not interfere with or cause employees to neglect their work. If such consultations require the officer to leave his/her post, prior approval shall be obtained from the immediate supervisor.

4.2.2 The Employer shall afford Guild officers a reasonable amount of time while on duty to consult with appropriate management officials concerning grievances and other contract administration matters.

4.2.3 The Employer shall afford Guild officers a reasonable amount of time while on duty to consult with aggrieved employees, provided that the Guild officers or the aggrieved employee contacts the immediate supervisor indicating the general nature of the business to be conducted and requesting the necessary time. Such requests shall be approved, provided the meeting can be conducted without unreasonably interfering with Sheriff's Office operations. On-duty consultations with aggrieved employees of more than fifteen (15) minutes shall be approved by the Sheriff or his designee.

4.3 Bargaining Release Time. The Guild's bargaining team shall be permitted to attend bargaining sessions with the Employer. A maximum of four (4) personnel shall be released from duty assignment to attend scheduled bargaining sessions. These four (4) members of the bargaining team will be released from duty during bargaining hours and otherwise if necessary to provide up to six (6) hours of rest off-duty prior to the start of bargaining and/or six (6) hours of rest before returning to work after bargaining. All other bargaining team members may attend during off-duty time and shall request shift trades or request PDO time off as necessary to ensure adequate rest following or before their next scheduled shift. Any such arrangements will be approved by the Employer, provided such attendance does not unreasonably interfere with Sheriff's Office operations. Other bargaining-related activities such as research, preparation and Guild meetings shall be performed on employee's own time.

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4.4 Guild Business Leave.

4.4.1 Up to seven (7) Guild officers shall be allowed no more than a collective total of one hundred twelve (112) hours off per year, for training related to labor and employment relations. Guild officers requesting leave pursuant to this Section shall submit a written request to the Jail Chief as far in advance as practicable.

4.4.2 Employees may request leaves without pay to represent the Guild at conferences. Such leaves shall be reviewed consistent with procedures and criteria for other leaves of absence. Guild officers requesting leave pursuant to this Section shall submit a written request to the Jail Chief a minimum of two (2) weeks in advance of the leave.

4.5 The Employer shall provide copies of this Agreement to the Guild for distribution to its membership. The cost of printing the Agreement shall be borne by the Employer. The contract may be made available to the membership on CD or on-line in lieu of printed form.

4.6 On request, the Employer shall furnish a listing of all active employees within the bargaining unit.

4.7 The Employer agrees to furnish and maintain suitable bulletin boards in general work areas agreed upon by the Employer and the Guild. These bulletin boards may be used by the Guild. The Guild shall limit its posting of notices and bulletins to such bulletin boards.

4.8 Guild officers shall report time spent on paid release time through such reasonable mechanisms as the Employer may determine.

4.9 The Guild may use County communication resources (telephone, voicemail, e-mail, mail distribution) for communications that relate to the Guild's business relationship with the County. The Guild may use other County resources for communications that relate to the Guild's business relationship only in an emergency or upon approval of the Sheriff or his/her designee.

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ARTICLE 5. MANAGEMENT RIGHTS

5.1 Except as provided by this Agreement and applicable law, the Employer retains the exclusive right to exercise the customary functions of management, including the following:

5.1.1 Determine the methods, means, equipment and personnel, by which operations are to be carried out.

5.1.2 Appoint, promote, transfer employees including determining the qualifications, methods and standards thereof.

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

5.1.4 Maintain the efficiency of Sheriff's Office operations.

5.1.5 Layoff bargaining unit employees pursuant to Article 16.

5.1.6 Take actions as may be necessary to carry out County services in emergencies.

5.1.7 Adopt and maintain performance standards and evaluations for all bargaining unit members on an ongoing basis e.g., the right to establish performance standards and attendance standards and evaluate performance and attendance. Attendance standards shall be as set forth in the current evaluation forms within the Sheriff's Office. The Guild shall be consulted prior to any changes in the standards.

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ARTICLE 6. NO STRIKES/LOCKOUTS

6.1 The Guild, its agents, officers, and representatives and bargaining unit members shall not engage in, acquiesce in or encourage any strike, slow down, sick-out, sit-down, or other disruption or stoppage of work at any County facility or at any location where County services are performed, nor shall there be any lockout of bargaining unit members by the County. If any such work stoppage, slow down, sick-out, sit-down, strike, or other disruption of work takes place, the Guild will immediately notify any and all Guild agents, officers, representatives, and members engaging in such activities to cease and desist, and the Guild shall, by letter to the Board of County Councilors and Sheriff, declare that such disruption of work is in violation of this Agreement and is unauthorized. Any employee engaging in any activity in violation of this Article may be subject to immediate disciplinary action or discharge. The Arbitrator's decision shall be based only on whether or not the employee engaged in such activity and the discipline imposed is appropriate.

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ARTICLE 7. PAID DAYS OFF (PDO)

7.1 Each employee covered by this Agreement shall be granted PDO to be used during the year for vacation, illness, holidays or personal business time off. PDO accruals reflect the inclusion of ninety-six (96) hours of holiday pay, based on twelve (12) holidays.

7.2 All employees on the County payroll as of the effective date of the contract shall have a delayed implementation of the new PDO schedule (below), which shall go into effect as of September 1, 1999. All new employees shall begin accruing PDO in accordance with the following schedule as of the effective date of the contract and shall not have a delayed implementation date.

Completed Years of Service	Hours per Pay period	Hours per Year	Days per Year (8 hour)	Max Hours
start	9.333	224	28	325
1	10.333	248	31	360
5	11	264	33	383
10	11.666	280	35	406
15	12.333	296	37	429
20	13	312	39	452
25	13.666	328	41	476

7.2.1 The hours per month and per year accrual rates and the maximum hours shall be the same for all full time employees. Accruals shall be prorated for part time employees. Accrual shall continue during active employment only.

7.3 Paid Days Off shall be credited based on paid hours to each employee's account based upon completed years of continuous service. The maximum accumulation of Paid Days Off shall equal 1.45 times the annual accrual rate. Exceptions to the maximum accrual shall be allowed only if the employee has complied with the minimum usage requirements under Section 7.5 and the Sheriff's reasonable operating needs do not allow an employee to use the paid days off prior to reaching the maximum accumulation. The employee must agree to a plan to reduce accumulated paid days off below the ceiling within sixty (60) days.

7.4 Employees may not normally use accrued Paid Days Off during their first six (6) months of service; nor will they be paid for such accrual in the event their employment is terminated for any reason during that period.

7.5 Scheduling of PDO days.

7.5.1 The annual scheduling of PDO days shall be in accordance with established Sheriff's Office procedures and shall require the scheduling of at least eighty (80 hours, 40 hours for probationary employees) of PDO time. Selection of vacations under this subsection shall be by seniority as defined by Article 15 within the shift/unit. The County will, prior to the selection of vacation by the employees under this Section, establish the maximum number of employees who may have time off by shift and date.

7.5.2 All other requests for PDOs or compensatory time off shall be considered on a first-request, first-granted basis within each shift/unit such as 4-12 squad, transport, work release, etc. In case of simultaneous employee requests, seniority, as defined by Article 15, shall prevail.

7.5.3 All requests for PDO or CTO shall be submitted in writing to the employee's immediate supervisor, defined as the supervisor in charge during the shift for which the time off is requested. Employees shall provide as much notice as is reasonably practicable, normally ~~five (5) days~~ three (3) days for the 4x12 hour shift, three (3) days for the 4x10.5 hour shift, four (4) days for the 5x8.5 hour shift.. Shift changes shall not affect previously approved vacation PDOs when the change is initiated by the Sheriff's Office.

7.5.4 PDO requests shall be considered in the context of established minimum staffing standards.

7.6 PDO Sell-Back. Employees may elect pay in lieu of PDO up to a maximum of forty-eight (48) hours per year during 1999 and up to a maximum of sixty (60) hours per year starting in 2000. PDO sell-back shall be subject to the following requirements and procedures:

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

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

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

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7.7 Employees whose schedules require work on the following five (5) holidays listed below shall receive one and one-half times the regular rate of pay for all hours worked on the following holidays:

New Year's Day	January 1st
Independence Day	July 4th
Labor Day	1st Monday in September
Thanksgiving Day	4th Thursday in November
Christmas	December 25th

7.7.1 Employees covered by this Agreement shall not be eligible for any special holiday leave hours granted by the County or Sheriff's Office.

7.7.2 Hours worked on the five (5) above listed holidays, in excess of the employee's regular work schedule shall be paid at the rate of two and one-quarter (2.25) times the regular rate for all excess hours worked on said holidays.

7.8 Upon termination of employment, an employee with more than six (6) months of service with the County shall be paid for all accrued Paid Days Off and compensatory time at the employee's regular rate of pay including premiums and incentive compensation but excluding non-pay items such as clothing allowance. In the event of the death of the employee, the County shall pay for all accrued, but unused, Paid Days Off and Compensatory Time in accordance with state law.

7.9 PDO Leave Donation Plan. Employees may donate PDO 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.

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ARTICLE 8. SICK LEAVE

8.1 Sick leave is provided for illness or incapacitating injury which prevents the employee from performing work, contagious disease whereby his/her attendance at work would jeopardize 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. Sick leave may be used for both on and off the job injuries or illness.

8.2 Accruals.

8.2.1 All employees shall accrue sick leave at the rate of five and one-third (5.33) hours per month, sixty-four (64) hours per year. Employees may accumulate sick leave to a maximum of 1200 hours.

8.2.2 All employees on leave with pay will continue to accrue benefits (e.g., sick leave and paid days off). Health and retirement contributions will continue to be made by the County and/or employee (as applicable), subject to the rules of the applicable retirement system and requirements of the relevant health plan.

8.2.3 All regular part-time employees shall accrue pro-rated sick leave at a rate, in proportion to the number of hours worked.

8.3 Use of Sick Leave. Sick leave (or Paid Days Off, as applicable) will be used in accordance with the following standards and for the following reasons:

8.3.1 Any absence due to illness or injury which requires a leave of less than two (2) full working days shall be charged to the Paid Days Off account. All leave beyond the second full day shall be charged to the Employee's sick leave account. The Sheriff will allow exceptions to the two (2) day rule, on a case by case basis, in those instances where an employee is scheduled for recurring medical treatments in connection with a serious illness that requires repeated treatments on a regular basis of less than two (2) consecutive day's leave. The Sheriff will also consider a direct charge to sick leave when an employee is hospitalized for two days or longer.

8.3.2 Employees may use sick leave in the event of an illness in the employee's immediate family requiring the attendance of the employee. For the purposes of this section, immediate family is defined as spouse, domestic partner, dependent children and parents. Sick and/or unpaid leave may be allowed to care for such other relatives and in such circumstances as required by state and federal family leave laws. The Sheriff will also allow exceptions to the two (2) day rule on a case by case basis in those instances where an immediate family member is scheduled for recurring medical treatments in connection with a serious illness (as defined by FMLA) that requires repeated treatments on a regular basis of less than two (2) consecutive day's leave.

8.3.3 Sick leave may not be used unless accrued. Sick leave shall be charged to the nearest one-quarter hour.

8.3.4 References in this article to "sick leave" are to be construed as absences relating to illness or injury, notwithstanding whether the time is charged to PDO or sick leave.

8.4 Workers Compensation. Employees will be covered by the Washington State Worker's Compensation Act for injuries or illnesses received while at work for the Employer. In the event of an industrial accident or injury, the employee may charge his/her sick leave account for the difference between any compensation received from the Worker's Compensation Insurance and the employees normal take home pay net after taxes.

8.5 Reporting and Approval Procedure. Sick leave shall be reported daily to the Employee's appropriate supervisor or a person designated to act on his/her behalf unless other arrangements have been made. Employees who know in advance that they will be absent for a particular purpose (e.g., surgery, hospitalization, dental or medical appointments) shall give notice of the dates of such leave as far in advance of the leave as is practicable.

8.6 Medical Verifications.

8.6.1 The Sheriff's Office may require certification from a physician that the Employee is physically and/or mentally disabled from work during any period of sick leave and that an Employee is physically and/or mentally (as applicable) able to return to work during or following a period of sick leave. For purposes of this Section, the physician may be one designated by the Sheriff's Office, and when the examination is required by the Sheriff's Office, the cost of such physician's visit will be borne by the Sheriff's Office to the extent that its cost is not covered under the employee's medical insurance plan. Medical certification verifying the need for time-off for the employee's own serious health condition will be in accordance with the federal Family Medical Leave Act.

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8.7 Sick Leave Payoff. Employees with a minimum of ten (10) years of service who resign in good standing, or who are laid off, or who retire from the County, will be permitted to cash out a portion of their accrued but unused sick leave at their base rate of pay according to the following formula:

Accumulated Leave	% Payable
900 to 1,200	75% of hours over 900
600 to 899	50% of hours over 600
300 to 599	25% of hours over 300

For example, an employee with a balance of 1200 hours would be paid for 75% of the top bank of 300 hours (1200-900 X 75% = 225 hours), 50% of the next bank of 300 hours (900-600 X 50% = 150 hours) and twenty five (25%) of the next bank (600-300 X .25% = 75 hours) for a total of 450 hours. Employees with balances below 300 hours after 10 years are not eligible for payoff.

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ARTICLE 9. OTHER LEAVES

9.1 Civic Duty and Examination Leave.

9.1.1 Jury Duty. Any necessary leave shall be allowed by the Sheriff's Office to permit an employee to serve as a member of a jury. Each employee who is granted such leave and who, for the performance of civil duties involved, receives any compensation, shall be paid by the County for the time he/she is absent only in the amount of the excess of his/her regular salary over the compensation received for such civic duties, excluding mileage pay and pay for service on the employee's day off. Employees will be required to report for work when they are not actually serving on a jury or otherwise required to be in attendance at the courthouse related to jury duty. Employees called to jury duty shall temporarily be assigned, whenever reasonably possible, to work day shift provided they give their supervisor notice seven (7) days prior to beginning jury duty.

9.1.2 County Examinations. Upon prior notice to his/her supervisor, an employee shall be allowed paid work time to take examinations required for other positions within the County when to do so cannot be scheduled during off-duty time. The Sheriff's Office may change work schedules to accommodate operational needs. Testing and related time undertaken on a day off shall not be considered working hours for pay or overtime calculation purposes. Employees may use PDO or Compensatory time to ensure up to eight hours of rest immediately prior to such examination.

9.1.3 Voting. Employees unable to vote while off duty may use PDO or compensatory time to vote.

9.1.4 Testifying as a witness in court arising out of the scope of employment shall be considered on-duty time. Witness fees, if any, received as a result of testimony in Court arising out of the employee's official duties shall be returned to the County.

9.2 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.

9.3 Leaves of Absence. Employees may request leaves of absence of up to twelve (12) months for educational, medical/disability or compelling personal circumstances. A minimum of two (2) years' service is required for educational or personal leaves. All requests for leaves of absence or extensions shall be submitted in writing to the Sheriff and approved in advance of the effective date. Employees reporting to work at the end of an authorized leave of absence shall be employed in the same class held at the start of such leave of absence unless the employee is ineligible to return due to layoff.

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

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

9.5.1 All requests for leaves of absence or extensions shall be submitted in writing to the Sheriff or his/her designee and approved in advance of the effective date. Employees reporting to work at the end of an authorized leave of absence shall be employed in the same class held at the start of such leave of absence unless the employees is in eligible to return due to lay-off.

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

9.5.3 Paid leave taken prior to going on unpaid leave shall not be counted toward the twelve (12) month maximum. Unless otherwise authorized by the Sheriff and Human Resources Director, the employee must exhaust ~~accumulated vacation, floating holidays and comp time~~ all applicable leaves before going on unpaid status.

9.6 Absence other than duly authorized leave shall be treated as unauthorized absence without pay, and may be deemed job abandonment after three (3) days have ~~elapses~~ elapsed without contact or explanation by the employee. Such action shall be ~~and~~ grounds for disciplinary action. A rule of reasonableness shall be applied and an unauthorized absence will be recharacterized to an appropriate authorized leave under compelling circumstances such as retroactive notice of the employee's incapacity or impossibility. An employee who wishes to return to work following an unauthorized absence shall give a written statement to the Sheriff, explaining the reasons for the absence.

9.7 Attendance. This agreement is entered into between the Corrections Deputy Guild, the Clark County Sheriff's Office and Clark County. The parties agree that employee attendance is an important element of overall job performance, contribution to the organization and service to the community. To that end, the parties agree that effective management of employee attendance should incorporate the following overall principles:

- Standards and techniques for assessing attendance should be consistent throughout the Division and the Sheriff's Office.

- Management is responsible for taking appropriate, corrective action when attendance falls below expectations.
- Employees are responsible for addressing the circumstances which give rise to absences.
- A fair measure of attendance and absenteeism must take into account both the total hours of absence and the number of individual, unscheduled absences due to illness or injury.
- 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 PDO, comp time, funeral, military, industrial injury leave and jury duty.

Toward the goals above, the County may utilize this attendance program as a means to communicate the importance of attendance and respond to employees with absence rates which exceed the standard. That standard is defined in the chart below. Employees below either measurement are considered to have an acceptable record. Employees outside the standard will be reviewed on a case-by-case basis as to whether their record is acceptable.

Work Schedule	Total Hours of Call-ins	Total Number of times for Call-ins	*Per Work Scheduled*	
			Hours/Year	*Days/Year*
Eight (8.5) Hour Schedules	**68**	**8**	*2210*	*260*
Ten (10.5) Hour Schedules	**67**	**6**	*2184*	*208*
Twelve (12) Hour Schedules	**68**	**6**	*2196*	*183*

(For the purposes of this table unscheduled absences both hours and number of times = call-ins. The formula to determine the varying hours and number of times based on regular work schedules = .0308% x # of scheduled work hours per year and .0308 x # of scheduled work days per year.)

9.8 Funeral/Bereavement Leave. A fulltime employee shall be granted up to five (5) consecutive calendar days of paid bereavement leave at the event of a death in the employee's immediate family.

9.8.1 For the purposes of this section, eligible family members are:

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

b) The employee's Grandparents, grandchildren, aunts, uncles

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

d) Other relatives living in the employee's household

e) Any person under the guardianship of the employee

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

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

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ARTICLE 10. HOURS, OVERTIME AND WORK ASSIGNMENTS

10.1 Master Schedule. There is a range of work schedules in place or potentially in place for employees in this bargaining unit. Those schedules are as follows:

Name/Term	Scheduled hrs/day (start to quit)	Paid hours	Work cycle
5-8	8½	8½	5 on, 2 off
4-10	10½	10½	4 on, 3 off
4-12	12	12	4 on, 4 off

10.1.1 The following table indicates the alignment of work schedules with particular duty assignments within the bargaining unit. Management may select the work schedule based on management needs, where two or more schedules are listed for a unit or assignment.

Unit/Assignment	Work Schedule
Pod Control	4-12
Booking	4-12
Transport	5-8½
Rovers	4-12
Main Control	4-12
Classification	5-8½, 4-10 ½, 4-12
Work Release	4-12
Operational Sergeant	4-12
Specialized Sergeant	4-10½, 5-8 ½

10.1.2 The Sheriff's Office agrees to provide notice to the Guild and negotiate permanent changes to the master schedule as defined above such as a decision to permanently add new work schedules, eliminate any of these schedules or change how these schedules are aligned with particular duty assignments.

10.1.3 Temporary changes to the master schedule of up to four (4) weeks duration may be made based on operational necessity and up to eight (8) weeks duration for training purposes with forty-eight (48) hours notice; however, the notice period shall be waived in emergency situations. Absent mutual agreement, the new schedule must be one of those currently provided under Section 10.1. Such changes may include changing an

employee's schedule within a shift/unit or moving an employee to a different shift/unit. In the case of temporary moves, the employee shall assume the work schedule associated with the unit/shift to which assigned. With forty-eight (48) hours advance notice, the Sheriff's Office may adjust an employee's starting and quitting times for up to one (1) work set (four days or one work week) depending on the schedule, to accommodate needs for the employee's attendance at meetings, training or other special duty assignments. Such changes are permitted only if the revised schedule calls for sixteen (16) consecutive hours or less of work and provides for adequate time off between scheduled shifts.

10.1.4 Employees or the Sheriff's Office may propose alternative work schedules and such schedules may be established by mutual agreement. No work schedule is permitted which would result in the payment of overtime for hours worked during the regular work shift.

10.2 Work periods.

10.2.1 FLSA work periods for 5-8½ and 4-10½ employees shall be 28 days. Work periods for 4-12 employees shall be 24 days. The parties make an FLSA Section 7(k) election.

10.2.2 Work period shall begin with the start of the employee's first scheduled shift at the beginning of each cycle. For example, the work period for a 4-10½, Tuesday through Saturday, 0700 to 1700 employee shall begin at 0700 on Tuesday. The work day shall be considered the 24 hour period commencing with the beginning of each scheduled shift, e.g., at 0700 in the prior example.

10.3 Rest Periods. All employees are allowed two (2) rest periods of fifteen (15) minutes each, one (1) in each half of a full-time shift, except for employees on 4-12 schedules who shall be allowed three (3) rest periods of (15) minutes each. Employees shall receive a one half (½) hour paid meal period except that Pod Control Officers shall be allowed forty (40) minutes for meals and twenty (20) minutes for breaks. Employees may not alter their scheduled hours by foregoing or combining meal or break periods. However, when operational needs require, the supervisor may approve the combining of a meal and a break period so long as the shift ending time remains as scheduled.

10.4 Overtime Compensation.

10.4.1 Overtime shall be defined as authorized work performed in excess of the employee's regular duty shift within the 24 hour work day or in excess of the FLSA straight time limits for the work period in question. All overtime must be authorized by the Sheriff or his/her authorized representative prior to being worked. Overtime shall be rounded upward to the next quarter hour. Employees who perform unauthorized overtime work will be paid for the time worked in accordance with FLSA but may be subject to discipline.

10.4.2 Paid leave and overtime shall be counted as "hours worked" when computing overtime.

Paid lunch periods are not work time and shall be excluded from the calculation of FLSA overtime. When employees work through the lunch period, contractual overtime shall not be paid; however. when required under the law, FLSA overtime shall be compensated.

10.4.3 Overtime shall be assigned in accordance with Sheriff's Office procedures as they exist or may be revised.

10.4.4 Compensation for overtime shall be paid at the rate of time and one-half (1½) the employees regular rate of pay as defined by the Fair Labor Standards Act.

10.4.5 Compensatory Time Option. With consent of the department, an employee may elect to accrue compensatory time off at the rate of time and one-half (1½) in lieu of overtime payments up to a maximum accumulation of ~~eighty-four~~ ninety-six (~~84~~96) hours. Employees who have accumulated the maximum compensatory time balance will be paid at the overtime rate for future accruals. Unused compensatory time shall be paid off at the employee's regular rate at the time of termination. Compensatory time off shall be scheduled in accordance with procedures set forth in Article 7 of this Agreement.

10.4.6 Meal Allowance. When an employee works in excess of four (4) hours beyond the regular shift the Employer will provide a meal to the employee.

10.4.7 Voluntary Overtime Cancellation. Whenever an employee reports for voluntary overtime that is cancelled or shortened by the Employer, the employee shall be compensated for three (3) hours of straight time pay or the actual time worked at the overtime rate, whichever is greater.

10.5 Callback Pay. A callback is where an employee is required to return to work outside of their regular work hours and outside the current voluntary overtime list, except for those hours contiguous with the employee's regular shift.

10.5.1 Callbacks on the employee's regular day off shall be compensated at the rate of time and one-half (1½) the employee's regular rate of pay with a minimum of three (3) hours. For the purposes of this section regular day off means the employee's scheduled days off and any paid leave (PDO and compensatory time) which has been pre-approved.

10.5.2 Callbacks on the employee's regular work day shall be compensated at the rate of time and one-half (1½) for actual hours worked on the callback with a minimum compensation of three (3) hours. If, after the employee reports to work which is outside of their normal work schedule and, minimum staffing is met, the employee may request to be relieved of further duty, and such request will not be denied unreasonably.

10.6 Mandatory ~~H~~old Over. An employee will not be mandated to stay after his/her shift, if only to meet routine minimum staffing, when an employee's next shift has scheduled paid leave.

10.~~6~~ 7 Shift Trades. Regular employees may trade one or more shifts during a work period provided the trade complies with the following conditions:

10.~~6~~7.1 It has the approval of both supervisors of the units, and if not available authorization by the Commander.

10.~~6~~7.2 It can be accomplished without additional cost to the Employer and shall be reported for payroll purposes as if both employees had worked their regular shift.

10.~~6~~7.3 It would not unduly interfere with the operations of the Employer.

10.~~6~~7.4 It is a voluntary request on the part of the employees and not at the behest of the Employer.

10.~~6~~7.5 The Sheriff's Office is provided notice of the trade on a form provided by the Employer and containing names and signatures of both parties, date and shift traded, purpose of trade and approximate date on which return trade will be made. Attendance obligations and the responsibility are with the employee who agreed to work a particular shift. Reciprocation of a trade is not the Employer's responsibility and the County shall bear no liability for lack of reciprocation.

10.~~6~~7.6 Probationary employees no longer working with an FTO may submit a trade agreement for approval of the probationer's supervisor.

10.~~7~~ 8 Job Assignments.

10.~~7~~8.1 Assignment of employees to positions on the master schedule shall be based on the Sheriff's Office operating needs and shall be done in accordance with existing Sheriff's Office staffing procedures.

10.~~7~~8.2 Bargaining Unit Work. The parties agree in principle that bargaining unit members should not be asked to perform non-bargaining unit work. At the same time they recognize that operating necessities may sometimes require exceptions and such exceptions are permitted on an incidental or emergency basis. The Sheriff's Office agrees to continue to develop procedures and methods to reduce the necessity for these kinds of assignments. Similarly, non-bargaining unit employees shall only be permitted to perform bargaining unit work on an incidental or emergency basis. The parties further agree that a duty to bargain exists with respect to any new and continuing assignment of work into or out of this bargaining unit.

10.~~7~~8.3 Executive Appointments. The Sheriff or designee may make executive appointments and reassign those appointed. An executive appointment is not a

promotion. Assignments may be made as two (2) plus two (2) year assignments. Assignment length is a maximum time period, not a minimum; continuance in appointed positions shall occur at the sole discretion of the Sheriff or designee. Assignment length shall be communicated and documented prior to an appointment being made, unless otherwise agreed to by the Department and the Guild.

10.~~8~~ 9 Day Light Savings Time.

10.~~8~~9.1 Fall Adjustment. Employees working the graveyard shift on the day that day light savings time ends shall work a thirteen hour shift and shall be compensated at the overtime rate for the additional hour worked. Employees utilizing paid leave on this day will only be charged for a maximum of twelve hours of leave.

10.~~8~~9.2 Spring Adjustment. Employees working the graveyard shift on the day that day light savings time commences shall work an eleven hour shift. Employees shall have the option of taking one (1) hour of PDO, working an additional hour, or taking one (1) hour of unpaid leave. Employees utilizing paid leave on this day will be charged for twelve hours of leave for a full day off.

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ARTICLE 11. COMPENSATION

11.1 Salary Schedule. Except as otherwise provided by this Agreement, the salary schedule for employees covered by this Agreement shall consist of a salary range of seven (7) steps with approximately five percent (5%) between steps. Salary schedule increases shall be applied to each step of the range. All employees shall be paid at one of the steps in the range.

11.1.1 Effective January 1, ~~2013~~2016, the salary schedule shall be adjusted by two percent (2.~~00~~50%) COLA. Based on wages as of December 31, ~~2012~~2015.

11.1.2 Effective January 1, ~~2014~~2017, the salary schedule shall be adjusted by two percent (2.~~00~~50%) COLA. Based on wages as of December 31, ~~2013~~2016.

11.1.3 Effective January 1, ~~2015~~2018, the salary schedule shall be adjusted by two percent (2.~~00~~50%) COLA. Based on wages as of December 31, ~~2014~~2017.

11.2 Payroll. Employees covered by this Agreement shall be paid on an hourly and semi-monthly basis, with paydays on the 10th and 25th of each month. Employees shall be eligible to participate in the payroll stabilization program, consistent with the terms of that program as applied to the Deputy Sheriff's Guild. No use of the term "salary" in this Agreement shall be construed to require or allow employees to be treated as exempt or salaried employees under the FLSA.

11.2.1 Employer mistakes on paychecks shall be corrected as soon as practicable. When overpayments occur, the employee shall, as soon as practicable, make arrangements and sign authorization for repayment of the amount owed.

11.3 Pay Administration.

11.3.1 An employee who is promoted shall be placed on the lowest step in the new range which results in an increase of approximately 5%.

11.3.2 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/she is demoting. Such employee shall retain the step increase eligibility date he/she had in the higher classification. An employee who is involuntarily demoted shall be placed at the highest step within the range assigned to the lower classification which results in a decrease and such action shall result in a new eligibility date.

11.3.3 Hourly Rate Computation. Employees' regular hourly rates shall include shift and incentive compensation and shall exclude all other forms of compensation. All cash-outs (PDO sell-back, termination payoffs, etc.) of paid leave shall be paid at the employee's hourly rate of pay. The following table summarizes the inclusion and exclusion of various pay forms for the purposes indicated.

Pay Type	Regular	Paid Leave	Cash-Outs
Shift differential	incl.	excl. – see Section 11.5.2	excl.
Longevity pay	incl.	incl.	incl.
Out-of-class pay	excl.	excl.	excl.

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

11.4 Step Increases. Employees shall normally be hired at the first step and shall be eligible for step increases after twelve (12) months at each step in the range. Unpaid leave of fifteen (15) days or more shall result in an adjustment to the eligibility date for the next step increase. Employees whose eligibility date falls between the first 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. Time served toward a step increase shall be credited by retaining the current salary anniversary date in promotions.

11.5 Premium Pay.

11.5.1 Work Out of Classification. An employee shall be eligible for work-out-of-classification (WOOC) pay when assigned to perform substantially all the duties of a position in a higher classification for one full duty shift or more. When so assigned, the employee shall receive five-percent (5%) out-of-class pay or the lowest step of the higher pay range, whichever is greater. WOOC assignments may be made only to a vacant position (or one which is temporarily vacant by virtue of the absence of the incumbent due to leave or training) or for special assignment. Employees who work overtime while in a work-out-of-class situation shall be paid time and one half (1½) on the WOOC pay rate.

11.5.2 Shift Differential. Employees with 50% or more of their regularly scheduled shift worked after 5:00 PM will receive a swing shift differential of $.40 per hour. Employees with 50% or more of their regularly scheduled shift worked after 11:00 PM

will receive a graveyard shift differential of $.50 per hour. Such differential shall be paid on all hours worked on the shift. Paid leave used shall include shift differential only if the employee was working the off hours shift in the weeks before and after use of the leave. It shall not be included in cash-outs of paid leave. Short term assignments of less than two (2) weeks to other shifts do not qualify for shift differential.

11.6 Employees within the bargaining unit are eligible to participate in the deferred compensation program as established. Participation shall be voluntary on the part of each employee and at no expense to the County other than that required to administer the program.

11.7 Longevity Program. Step 8 shall be designated for employees with ten (10) years of service with the Clark County Sheriff's Office Corrections Deputy Guild and becomes effective on the first of the month following their anniversary date. Step 9 and Step 10 shall be designated for employees with fifteen (15) and twenty (20) years of service with the Clark County Sheriff's Office Corrections Deputy Guild. Employees shall be placed at the requisite longevity step on the first day of the month during which their anniversary occurs. The Sheriff's Office may, in its discretion, appoint new hires at advanced steps in the range based on job related education or prior related experience.

11.7.1 Effective January 1, 2013, there shall be added to the pay scale steps 9 and 10. These steps shall be one percent (1.0%) higher than the previous step.

11.8 Field Training Officer (FTO)Program.

11.8.1 Employees acting as FTO's shall be compensated by the payment of a premium of 0.75 of a hour per shift, or 0.75 of a hour compensatory time per shift.

11.8.2 The manner of the compensation shall be the employee's option.

11.8.3 The employee shall code their time for FTO to one of the following codes as it appears in the drop-down menu for CDG timesheets, and *only* one of these codes:

- For Pay – REG XtrasHrs-straight
- For Comp Time – Comp Earns 1x-FTO

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ARTICLE 12. BLOODBORNE PATHOGENS AND BIOHAZARD CLEAN-UP

12.1 It is recognized that Corrections staff, in the normal course of their duties, will likely come into contact with blood and/or other body fluids raising their chances of contracting potentially harmful or fatal diseases. In accordance with the Occupational Exposure to Bloodborne Pathogens Standard (WAC 296-62-08001), it is the policy of the Clark County Sheriff's Office to observe universal precautions against exposure to both HIV (Aids) and HBV (Hepatitis B) viruses. Contact and exposure to these potentially harmful substances should be in accordance with current Sheriff's Office Policies contained in General Order 01.34.

12.2 Definitions. The following definitions will be utilized to augment General Order 01.34 when it pertains specifically to the jail working environment.

12.2.1 Occupation Exposure: Is when the alleged exposure occurred while the person was employed, or acting as an authorized volunteer, and the alleged *substantial* exposure occurred on the job

12.2.2 Ten Work Practice Controls: Are the common work practices used to minimize the risk of exposure. These practices are taught during the Blood-borne Pathogen training.

12.2.3 Small Spill - A spill that consist of inmate blood droplet(s), or other body fluids that the inmate themselves or staff can clean up without risk or substantial exposure.

12.2.4 Large Spill - A spill that consists of a considerable amount of blood and other body or where there has been spraying or splashing.

12.2.5 Contaminated Flooding - A flooding of contaminated water from a sewer system that may potentially transmit infectious particles. This does not include flooding that originates from potable water systems.

12.2.6 Substantial Exposure:

- A physical contact resulting in an exposure presenting possible risk, Similar to:
- A physical assault upon the exposed person involving blood, semen, or vaginal fluids.
- Intentional, unauthorized, non-consensual use of needles or sharp implements to inject or mutilate the exposed person.
- An accidental parental or mucus membrane or non-intact skin exposure to blood, semen or vaginal fluids.

12.2.7 Level I. Incident: Is a scene where pieces of evidence or property suspected of being contaminated with blood or other body fluids must be handled.

12.2.8 Level II. Incident: Is an interior or exterior scene with little or no blood or other body fluids, or, a small spill.

12.2.9 Level III. Incident: Is a scene with a small spill but there is the risk of the suspected blood or other body fluids spraying or splashing during clean up.

12.2.10 Level IV. Incident: Is an interior or exterior scene with a large spill or contaminated flooding or the situation presents the possibility of splashing or spraying of blood or bodily fluids.

12.2.11 Incident Containment: Is the action or actions taken by staff when the incident is first discovered. Incident containment involves steps taken to prevent the spread of the contamination to other people or other areas. This would include such things as segregating a bleeding inmate(s), restricting access to a contaminated area, shutting off water supplies, placing barriers to prevent contaminated flooding from reaching other areas, moving or covering documents, property and/or equipment to prevent contamination or further contamination.

12.3 Exposure Prevention. Staff is advised to take the following precautions when dealing with potential exposure situations.

Level I Incident:
Follow the ten work practice controls
Wearing of latex glove

Level II Incident:
Follow the ten work practice controls
Wear latex gloves

Level III Incident:
Follow the ten work practice controls
Wear latex gloves
Wear eye protection / disposable face mask
Wear disposable booties and gown

~~Level IV Incident:~~
~~Follow ten work practice controls~~
~~Wear latex gloves~~
~~Wear disposable face mask eye protection~~
~~Wear protective clothing~~
~~Wear disposal booties / or rubber boots (sanitized after wearing)~~

12.4 In an event of an emergency or exigent (urgent) circumstances, the prevention measures outlined in the above risk levels will be adhered to prior to dealing with the incident scene.

12.5 Incident Level Determination. In the event of an incident, the on-duty supervisor shall personally inspect the scene and make a determination as to the potential exposure level.

12.6 Decontamination Procedures. When practical, the person causing the spill shall be required to decontaminate the scene. Inmate workers are not allowed to clean up any bio-hazardous materials, unless the substance is from them.

In the event the duty supervisor determines that the exposure scene is a Level I, II or III, they shall request on duty volunteers to perform the clean up using the exposure prevention equipment outlined above and using decontamination procedures outlined in PIM #13. Lacking volunteers, the shift supervisor shall appoint on duty staff.

In the event the duty supervisor determines that the exposure scene is a Level IV, the supervisor shall have staff immediately begin incident containment followed by contacting the cleaning service vendor for decontamination and clean up.

12.7 In the event the duty supervisor determines the exposure is Level III, the supervisor shall have trained inmate worker(s) decontaminate and clean up. If there are no qualified inmate worker(s) available, staff shall decontaminate and clean up.

12.8 In the event the duty supervisor determines the exposure is Level IV, the supervisor shall have trained inmate worker(s) decontaminate and clean up. If there are no qualified inmate worker(s), contact the cleaning service vendor for decontamination and clean up.

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ARTICLE 13. HEALTH AND WELFARE

13.1 The County shall maintain Health Insurance coverage (including medical, dental and vision) in effect on January 1, ~~2013~~2016. Effective January 1, ~~2013~~2016, the County shall pay 95% of the premium cost for such coverage and the employee shall pay five percent (5%) of premium cost. Premium costs will be on a tiered basis as determined by the weighted average based on ~~COG~~ CDG enrollment.

13.1.1 A High Deductible Health Plan (HDHP) with a Health Savings Account (HSA) will be included as an additional plan option along with an HMO plan and a non-HMO plan. The county will contribute $20.83 per payperiod per single; $41.67 per payperiod per family into the HSA. This plan will be available for employee participation on the first day of the next plan year following the arbitrator's award on this Agreement (January 1, 2016).

13.1.2 ~~Waiver of Health Insurance (medical and dental) the first day of the month following the arbitrator's award on this Agreement.~~ Employees may waive health insurance coverage and receive cash in lieu of coverage as follows:

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); job-share employees receive $65 per month ($32.50 per pay period) if both job-share partners waive coverage.

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.

13.2 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 the above described medical/dental plans.

13.2.1 Regular employees shall be eligible for medical insurance effective the first of the month following date of hire. Enrollment forms must be received within 31 days from date of hire. Coverage will terminate at the end of the last day of the month in which employment ends~~.~~, except as provided in Article 16.6 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 16.6 of 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.

Regular part-time employees in positions budgeted at one-half up to three quarter Full Time Equivalency (.5 to .749 FTE) the County shall pay seventy percent (70%) of the County's contribution for the highest cost plans for the applicable plan year with the employee contributing the balance based upon employees' plan of choice.

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

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

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

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

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

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

13.2.9 Job Share Benefits. Job share benefits will be provided to employees sharing the regular work hours and benefits of one full-time position. Job Sharing benefits shall be provided based upon a 50% division of the employer contribution for medical and dental coverage. Each employee shall have the option to enroll in the medical and dental plan of the employee's choice. Any cost for coverage over the 50% share of medical and dental insurances shall be the responsibility of the employee. Each job share employee shall also receive a life insurance benefit at the same level as provided to full time employees.

13.3 The County retains the exclusive right to select the plans and carriers (or to develop and implement a self-insurance plan) for medical and/or dental coverage; provided that the successor plan(s) shall provide substantially equal, or better coverage than the medical or dental plan previously in effect.

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 an open enrollment period annually and 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 Flexible Spending Accounts (FSAs). The County agrees to make available Dependent Care and Health Care Flexible Spending Accounts as allowed under federal law.

13.7 Life Insurance. The County shall ~~procure~~ provide each employee ~~and pay premiums for~~ a $25,000 group term life, accidental death and dismemberment insurance policy. ~~for each eligible employee.~~ Additional Term life insurance ~~and coverage~~ for the employee, employee's legal spouse, or dependent children, shall be made available, subject to individual evidence of insurability, and payable through payroll deduction.

13.8 Long Term Disability Insurance. The County shall provide a long term disability plan which pays a benefit of 60%, with a ~~-~~ 180 calendar day waiting period and other such provisions as are provided by the plan document.

13.8.1 Employees may also elect to purchase additional coverage under the Long Term Disability (LTD) Buy-Up plan and will be eligible to receive 66 2/3% of their covered salary. The cost shall be paid through payroll deduction.

13.9 Continuation of Benefits.

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

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

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

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

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

13.12 Employees within the bargaining unit are eligible to participate in the deferred compensation program as established. Participation shall be voluntary on the part of each employee and at no expense to the County other than that required to administer the program.

13.13 Affordable Care Act Excise Tax. Under the PPACA, an excise tax is currently scheduled to take effect in 2020 on employer-sponsored health insurance plans that exceed an amount as determined by federal law (PPACA). The Guild and the County recognize an interest in avoiding the excise tax. Therefore, if by December 31, 2018 the parties, while bargaining for a successor collective bargaining agreement, have not reached agreement regarding how to avoid the excise tax for employer-sponsored plans applicable to the Guild, the parties agree to refer this unresolved issue (Article 13 cost of excise tax issue) to PERC for an interest arbitration hearing to be conducted on or before May 1, 2019, or as soon thereafter based upon the availability of the arbitrator.

ARTICLE 14. UNIFORMS AND EQUIPMENT

14.1 All employees assigned to a plain-clothes duty shall be paid a clothing allowance of $700.00. This allowance will be paid in equal quarterly payments each year. The first allowance shall be paid upon regular assignment to a plain-clothes duty. The Sheriff retains the right to determine plain clothes assignments.

14.2 All employees required to wear uniforms will be furnished appropriate four (4) sets of the standard approved uniform (pants, shirts, ties) and one pair of approved footwear. The uniforms shall be replaced in a timely fashion, as serviceability dictates and within budget constraints. Additionally, all employees required to wear uniforms will be furnished one (1) Class A uniform as defined by policy.

14.3 Cleaning Service. The County shall provide a dry cleaning service for all uniformed officers for cleaning of up to three (3) uniforms per week.

14.4 The County shall provide for those employees required to carry them, a standard service sidearm and a standard set of gear as required which the employee will maintain and return to the County upon the termination of assignment. The County shall determine the standard service sidearm.

14.5 Employees required or permitted to carry fire arms shall be provided for the purpose of training, up to a maximum of one hundred (100) rounds of ammunition per month. This does not include rounds provided for qualifying.

14.6 Mileage Reimbursement. Employees shall be entitled to mileage reimbursement for business miles authorized and driven in a personal vehicle per County policy.

14.7 The Employer will replace County equipment and uniforms damaged or destroyed beyond normal wear and tear while on duty.

14.8 The County shall reimburse employees for personal items lost in the line of duty in accordance with the County's policies.

14.9 The County agrees to provide any equipment that the employee is trained in and required or authorized to use. These items would include personal protective equipment as provided by General Orders.

14.10 The Guild and the Sheriff's Office agree that technological updates provide a mutual benefit for facility operations and employee work efficiencies. When updates in technology occur which have beyond a de minimis impact on mandatory subjects of bargaining, the Sheriff's Office agrees to initiate negotiations on the impacts of such changes, not less than ninety (90) days prior to the planned implementation date. Such negotiations shall be conducted via LRT (Labor Relations Team) meetings and the Sheriff's Office is authorized to implement the

changes pending the conclusion of negotiations if agreement is not reached within the allotted 90 day period.

14.11 Guild members will be required to wear body armor (vests) whenever the duty assignment requires carrying or using firearms. Clark County will replace uniform shirts for Transport Officers whose shirts do not fit properly because they are now wearing body armor (vests).

14.12 Clark County will, upon request, purchase up to three (3) "Breathable" type T-shirts for Transport Officers to wear under their ballistic vest. The brand of T-shirt will be determined by the County. Transport Officers will be responsible for cleaning the "Breathable" type T-shirts.

14.13 The Chief or his designee will keep several sets (two of each standard size for males and females) of unexpired body armor (vests) available to Officers for transports or high profile court cases, etc.

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ARTICLE 15. SENIORITY

15.1 Except as otherwise defined in this Agreement, seniority shall be defined as follows:

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

15.1.2 Service is determined by the length of an employee's continuous active employment with the County for purposes of accrual of paid days off.

15.1.3 Seniority for the purposes in Section 15.1.1 shall be maintained but not accrue during employment with the County in positions outside of the bargaining unit provided the employee returns to the bargaining unit position within two (2) years. The two (2) years limitation shall not apply in the case of promotion to Commander or appointed positions within the Sheriff's Office.

15.2 The Sheriff's Office will provide to the Guild a copy of the seniority list each year for posting on designated Guild bulletin boards.

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

15.3.1 Paid military leave (15 day annual training leave).

15.3.2 Industrial injury leave.

15.3.3 Family and medical leave not to exceed three (3) months.

15.3.4 Leave without pay of less than fifteen (15) days, and extended leaves without pay for job-related, educational reasons directly related to a job assignment if leave with seniority accrual is approved by the Sheriff in advance, in writing.

15.3.5 Employees who promote or demote to positions within the bargaining unit shall continue to accrue classification seniority in their former classification, for example a Corrections Deputy who promotes to Sergeant and subsequently returns to the classification of Corrections Deputy.

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

Period of Absence from a Classification			
	0-14 Days	15 Days - 2 yrs	More than 2 yrs
Service within Bargaining Unit	A	A	A
Service within Sheriff's Office but outside of Bargaining Unit	A	M	L*
Service within County but outside of Sheriff's Office	A	M	L
Service prior to resignation and re-hire	L	L	L

* Except with respect to the provisions in Section 15.1.3.

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ARTICLE 16. LAYOFF AND RECALL

16.1 The Sheriff's Office may lay off any employee whenever such action results from shortage of work or funds, the abolition of a position because of changes in organization, budget adjustments directed by the Board or other reasons outside the employee's control of a non-disciplinary nature; however, no regular or probationary employee shall be laid off while there are temporary or provisional employees serving in the classification for which the regular or probationary employee is eligible and available. Layoff of probationary or regular employees shall be made in inverse order of seniority in the job classification.

16.1.1 Employees also may be laid off by being bumped or displaced by former bargaining unit employees in promoted/appointed classifications of Commander or in an unclassified position who are being returned to their former classification pursuant to RCW 41.14.290.

16.2 Layoff of probationary or regular employees shall be made in inverse order of seniority by classification. In the event that there are two (2) or more employees eligible for layoff with the same classification and seniority, the Sheriff will determine the order of layoff based upon order of selection during the rule-of-3 process. The names of probationary employees laid off under this Section shall be entered on the eligible register for the classification from which they were laid off in order of seniority. The names of probationary employees shall be certified for available vacancies ahead of outside candidates but otherwise in accordance with the County's Civil Service Rules and procedures (Rule of 3 Basis). Probationary employees shall be eligible for re-employment under this procedure for the life of the eligible list or six (6) months, whichever is greater.

16.3 In lieu of layoff, a regular or probationary employee may request reassignment to a position in a lower classification in which the employee had attained regular status by successfully completing the probationary period. In such event the employee may bump the employee with the least seniority in the lower classification; provided that the employee is qualified to perform the assignment. Seniority for bumping purposes under this section shall include seniority in the classification from which the employee was laid off and seniority in the classification to which reassignment is requested.

16.4 Recall.

16.4.1 The name of regular employees who are laid off or displaced under this Article will be placed on the recall list for the classification previously occupied in inverse order of layoff. The recall list will remain in effect for a period of three (3) years, until the employee requests that his/her name be removed from the list, or until the employee declines re-employment in the classification from which he/she was laid off, whichever is sooner.

16.4.2 An employee who is laid off will be eligible for recall rights in the classification from which he/she was laid off and for other classifications within the bargaining unit in

which the employee had attained regular status by successfully completing the probationary period. Placement on the recall list for a lower classification will be based on seniority in the classification from which the employee was laid off and seniority in the classification for which recall rights are requested.

16.4.3 The County shall notify an employee on the recall list of his/her recall to work by certified mail to the employee's last known address. The employee shall respond in writing within seven (7) days of receipt of such notification or forfeit his/her right to recall under this Article. The employee bears sole responsibility for ensuring the last known address is accurate in the County records.

16.5 Employees shall be provided a minimum of thirty (30) days notice of layoff or two (2) weeks pay in lieu of notice. The Guild shall be notified concurrent with notice to employees. Two (2) weeks notice is required for employees who are reassigned to lower classifications. Contingent notices may be issued to employees whose positions are not being eliminated but who the County determines are subject to being bumped by more senior employees. Employees shall be presumed to desire to accept reassignment in lieu of layoff and shall advise the Sheriff's Office within five (5) working days if they choose to decline reassignment.

16.6 The Employer shall pay the Employer's portion of a laid off employee's medical and dental premiums through the end of the month succeeding the month in which layoff occurs.

16.7 Salary Effects. An employee who bumps into a lower classification (i.e., one with a lower maximum base wage rate) shall initially be placed in the highest step in the lower range not exceeding his/her former base salary. An employee who is recalled from layoff status shall be placed at his/her former step.

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ARTICLE 17. DISCIPLINE / DISCHARGE

17.1 The parties agree that the Employer has the right to discipline regular employees for just cause. Discipline shall be considered oral reprimand, written reprimand, suspension, demotion or termination. Other corrective actions – counseling, training, performance evaluation and the like – are not considered disciplinary.

17.2 New hire or re-hire probationary employees may be disciplined or terminated any time and such action shall not be subject to grievance or Civil Service appeal. An employee serving a promotional probationary period may be demoted to the prior classification and such action shall not be subject to grievance or Civil Service appeal.

17.3 Performance Evaluations. While performance evaluations are not grievable, the employee may meet with the rater and reviewer and submit reasons, justification(s) to substantiate any change(s) in ratings. Reviewer retains authority to mitigate areas of conflict or uphold the evaluation.

17.4 Regular employees subject to discipline at the level of a suspension, demotion, or discharge shall be given an opportunity to respond prior to the imposition of such discipline. The opportunity to respond shall be at a meeting with the Sheriff or his designee, where the employee or his/her designated representative shall have the opportunity to speak to the reasons for the discipline. The role of the Guild representatives shall be to represent the interest of the employee(s) under the application of this Agreement. The Guild representatives may confer with the employee at any time regarding his/her rights. The letter setting up the meeting shall contain the elements specified in General Order 01.32.220, relating to suspension, demotion and discharge procedures.

17.5 An employee suspended without pay may request permission to forfeit accrued paid days off in lieu of suspension. Seniority shall not accrue during suspensions of longer than fourteen (14) days regardless of whether PDO time is charged.

17.6 Employees (other than those on initial probation or probation pursuant to re-hire) shall not be subject to disciplinary termination without progressive discipline, which shall include first being warned, in writing, that the objectionable conduct, unless corrected, may lead to termination; provided, that such prior forewarning shall not be required where the relevant circumstances indicate that immediate termination is warranted without the need of progressive discipline.

17.7 Personnel Files.

17.7.1 Employees shall be provided copies of all adverse material to be included in their personnel file and shall have the right to attach statements in rebuttal or explanation.

17.7.2 Upon written request by an employee, to the Sheriff or his/her designee, written reprimands placed in an employee's personnel file shall be removed from an employee's

central and Sheriff's Office personnel file and supervisory file after three (3) years provided that no other incident serious enough to require an oral reprimand or higher level discipline. Adverse material for which no corrective action is taken shall not be placed in the personnel file(s). All disciplinary matters which are determined to be not-sustained, unfounded, exonerated shall not be placed in, or if they are, shall be removed from the employee's personnel file(s). Additionally, the personnel file(s) shall not include records of counseling, oral reprimand, IA reports or other adverse materials except those in support of discipline at the level of a written warning or higher.

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

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

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

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

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

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

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

17.8 If an employee is given a directive by a Supervisory Officer, which he/she believes to be in conflict with any provisions of this Agreement, the employee shall comply with the directive at the time it is given and thereafter exercise his/her right to grieve the matter. The employee's

compliance with such a directive will not prejudice the employee's right to file a grievance, and his compliance will not affect the resolution of the grievance.

17.9 An employee's willingness to agree to treatment through the Employee Assistance Program, including participation in and the outcome of the treatment will be considered in disciplinary decisions.

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ARTICLE 18. DISCIPLINARY INVESTIGATIONS

18.1 Preamble.

18.1.1 All employees within the bargaining unit shall be entitled to protection of this Article with respect to disciplinary investigations

18.1.2 The duties and responsibilities of employees place them in authority over inmates and may place them in conflict situations. When complaints may raise questions concerning the actions of bargaining unit members, investigations by superior officers and/or Internal Affairs Division may be initiated as required to make appropriate determinations.

18.1.3 In an effort to ensure that non-criminal investigations are conducted in a manner which is conducive to good order and discipline, the following guidelines are established.

18.2 Internal Investigations.

18.2.1 General Procedures. Investigations shall be conducted in accordance with chapters 01.31 "Discipline" and 01.32 "Internal Investigations" of the Sheriff's Office General Orders. The County agrees that, except for non-mandatory subjects of bargaining, these chapters will not be amended except by mutual agreement or through bargaining between the County and the Guild. The Sheriff's Office may place an employee on administrative leave, with or without pay, pending an investigation. To the extent the Sheriff or any other appellate body finds that the discipline is not warranted, the employee shall be compensated for any loss in pay. Internal investigations shall normally be completed within thirty (30) days of the date that the employee is notified of the commencement of an investigation. In the event it becomes necessary to extend the time for completion, the County shall notify the affected employee and the Guild. The notice shall note the reason for the extension as well as the expected completion date.

18.2.2 Advance Notice. With the exception of criminal cases, prior to being interviewed regarding an internal investigation for any reason which could lead to disciplinary action, the employee shall be:

18.2.2.1 Informed of the nature of the investigation and whether he/she is a witness or a suspect(s) and, when known, informed of information necessary to reasonably apprise him of the nature of the allegations of the complaint.

18.2.2.2 Whenever a delay in conducting the interview will not jeopardize the successful accomplishment of the investigation, advance notice shall be given the officer if possible, not less than twenty-four (24) hours before the initial interview commences or written reports are required from the officer. If less than 24 hours' notice is given, the employee shall be afforded an opportunity and facilities to contact and consult privately with a representative of the Guild.

18.2.3 Interview Safeguards.

18.2.3.1 Any interview of an employee should normally be when the officer is on duty unless the seriousness of the investigation dictates otherwise. Interviews of employees who are off duty will be considered working time. Interviews will be conducted on timelines established by and described in Sheriff's Office General Orders.

18.2.3.2 Interviews should take place at the Sheriff's Office or elsewhere if mutually agreed upon, unless the emergency of the situation necessitates otherwise.

18.2.3.3 The employee may have a Guild representative present. However, the interview may not be unduly delayed awaiting an unavailable Guild representative when other Guild representatives are available. The representative shall inform the interviewer of any action or condition which he/she believes is not in compliance with the requirements of this Article. In any instance where the employee and Guild representative believe that the employee could be criminally charged, for matters under investigation, the employee may consult privately with and have present a personal defense attorney, provided such arrangements are made within the notice period and do not delay the interview.

18.2.3.4 The employee being interviewed shall be informed of the name, rank, and authority of the interviewer and identify, all other persons present during the interview.

18.2.3.5 Interviews shall not be overly long in relation to the circumstances under investigation. The employee should be entitled to such reasonable intermissions as requested for personal necessities, telephone calls, and rest periods.

18.2.3.6 If, in the judgment of the investigator, the circumstances under investigation warrant a formal recorded interview, the interview may be recorded, consistent with applicable law. Upon request, the employee will be provided a copy of the recording, or may record the interview at his/her own expense. If the interviewed employee is subsequently charged and any part of any recording of the interview is transcribed by the Sheriff's Office, the employee shall be given a copy at no charge.

18.2.3.7 Interviews should be conducted and investigations should be concluded in a timely manner.

18.2.4 When the investigation results in sustained charges, if discipline is considered and notice is given under General Orders, the employee will be furnished with a copy of

the summary report of the internal investigation at the completion of the investigation, which will contain all material facts of the matter.

18.2.5 When the investigation results in a determination of a sustained complaint and disciplinary action, only the finding and disciplinary order may be placed in the employee's personnel file.

18.3 Personal Information. Evidence against an employee that has been illegally obtained by the County may not be introduced as evidence in any proceeding relating to the discipline imposed.

18.4 Lie Detector Tests. Per state law, no employee shall be required to take any lie detector, voice stress analyzer or similar tests as a condition of continued employment.

18.5 Violations. If the County violates the terms of this Article in the investigation of an employee's conduct, subsequently imposes a suspension without pay, a demotion, or dismissal, then the arbitrator in the hearing of any resulting grievance shall take this violation into account and give it such weight as he/she deems reasonable, given the severity of the violation and the total circumstances of its occurrence.

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ARTICLE 19. GRIEVANCE PROCEDURE

19.1 Purpose and Scope.

19.1.1 The purpose of this Grievance Procedure is to establish an effective process for the fair, expeditious and orderly adjustment of grievances. Only matters involving the interpretation, application, or enforcement of the terms of this Agreement shall constitute a grievance.

19.1.2 The parties agree that every effort should be made to settle grievances as soon as possible at the lowest possible level.

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

19.2 A grievance may be brought under this procedure by one or more aggrieved employees, with or without a Guild representative; or by the Guild as a class grievance (hereafter described as "the grievant"). No grievance shall be processed beyond Step 3 without Guild concurrence and representation. Class, economic and disciplinary grievances shall be initially submitted at Step 2. Disciplinary grievances not resolved at Step 2 shall proceed directly to Step 4. Grievances concerning oral or written warnings may not be processed beyond Step 2. However, if the Employer offers evidence of an oral or written warning in support of a suspension or discharge, the grievant may challenge the existence of just cause supporting issuance of the oral or written warning in the grievance challenging the suspension or discharge.

19.2.1 A grievance not brought within the time limits prescribed shall be considered settled on the basis of the last decision received by the employee, which shall not be subject to further appeal, nor shall the Guild be entitled to pursue the grievance further. A grievance or complaint not responded to by the appropriate Employer representative within the time limits specified at any applicable lower step, shall be moved to the next step in the procedure. The time limits prescribed herein may be waived or enlarged by mutual agreement, in writing, by the aggrieved employee, or the Guild in a class grievance, and the appropriate Employer representative at each step.

19.3 The grievant shall attempt to resolve the matter with his/her immediate supervisor within ten (10) working days of its occurrence or within ten (10) working days of the date the employee should have had knowledge of its occurrence, whichever is later. For the purposes of this section, the immediate supervisor is considered the first level of management not included in the bargaining unit.

19.4 Steps.

19.4.1 Step 1. If the Grievance cannot be resolved informally with the immediate supervisor, the written grievance shall be filed with the Jail Chief with copies to the Sheriff's Personnel Office within ten (10) working days of the conclusion of the informal

resolution attempt. The Jail Chief shall respond in writing within ten (10) working days. Written Grievances and responses shall address, at a minimum, the following points:

19.4.1.1 The statement of the grievance/response and the facts upon which it is based;

19.4.1.2 A statement of the specified provision(s) of the Agreement that is (and) the basis of the grievance/ response;

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

19.4.1.4 The date or dates on which the alleged violation, misinterpretation or misapplication occurred; and

19.4.1.5 The specific remedy sought or offered.

19.4.2 Step 2. If the grievance is not resolved at Step 1, the aggrieved employee shall submit the written grievance to the Sheriff through the Sheriff's Personnel Office within ten (10) working days. The Sheriff or his designee shall respond in writing within ten (10) working days.

19.4.3 Step 3. If the grievance is not resolved at Step 2, the aggrieved employee or Guild shall submit the non-disciplinary written grievance to the Board's designee for Labor Relations, (or, in his/her absence, to the Board) within ten (10) working days of receipt of the Sheriff's response. The Board's designee or Board of County Councilors shall respond in writing within ten (10) working days. Disciplinary grievances bypass this Step 3 and are considered at Step 4.

19.4.4 Step 4. If the grievance is not resolved, the Guild or the County may submit the dispute to final and binding arbitration. The Guild shall notify the other party in writing, of submission to arbitration within ten (10) working days after receipt of the Employer's written response in Step 3 above.

19.5 If the parties fail to agree upon an arbitrator within ten (10) working days, a list of nine (9) qualified neutrals shall be requested by the party requesting arbitration within ten (10) additional working days from the Washington Public Employee Relation Commission (PERC). Within ten (10) working days after receipt of the list, the parties shall alternately strike the names on the list, and the remaining name shall be arbitrator. The first strike shall be determined by the toss of a coin.

19.6 The arbitrator shall have the power to issue and enforce subpoenas in accordance with Chapter 7.04 RCW. The arbitrator shall not have the power to add to, subtract from, or modify the provisions of this agreement in arriving at a decision of the issue or issues presented and shall confine his/her decision solely to the precise issues submitted for arbitration, and shall have no

authority to determine any other issues not so submitted to him. The decision of the arbitrator shall be final and binding upon the parties. The arbitrator's decision shall be in writing and within the scope and terms of this Agreement.

19.7 The losing party shall bear the fees and expenses of the arbitrator.

19.8 Working days means Monday through Friday, excluding holidays. When computing deadlines under this Article, the day which triggers the deadline (contract violation, receipt of grievance, etc.) shall not be included.

19.9 Except as provided in Section 1.3, it is understood that taking an issue to arbitration shall constitute a waiver of the right of the Guild to litigate the subject matter in any other forum. It is further understood that any employee who takes an issue to arbitration shall hereby waive his/her right to a Civil Service hearing under the County's Civil Service Rules and that an employee who takes an issue to a Civil Service hearing waives his/her right to an arbitration hearing. It is also agreed that the grievance procedure is intended to be the exclusive remedy for resolving contractual disputes that may arise out of the interpretation or application of this collective bargaining agreement.

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ARTICLE 20. OTHER PROVISIONS

20.1 The Employer agrees to provide each employee access to Sheriff's Office Manual(s) by placing copies in strategic locations in the Sheriff's Office.

20.2 Off-Duty Employment.

20.2.1 Any employee who wishes to take additional employment during off-duty hours will inform the Sheriff in writing and gain permission for said employment from the Sheriff before accepting the employment. In doing so, the employee will fully describe the nature of the work to be performed and the hours of work. If it is judged that the additional employment could adversely affect the employee's on-duty work performance or the Sheriff's Office's image or efficiency, the request may be denied by the Sheriff.

20.2.2 If any off-duty employment situation held by an employee is found to interfere, as detailed above, the employee will be required to terminate such employment. The primary obligation and responsibility of an employee who accepts off-duty employment must be to the Sheriff's Office. Employees directed to report for overtime work will do so regardless of their off-duty employment situations.

20.2.3 If requested by the Sheriff, employees agree to obtain a written agreement from the off-duty employer to defend and indemnify Clark County from any claims, liability or damages resulting from such claims, arising out of the activities of the off-duty employee while engaged in such off-duty employment. Agreement forms will be provided by the County. The defense of claim or liability for damage, arising from off-duty employment shall be the responsibility of the off-duty employer.

20.3 Security Response Team (SRT) and Transport Unit. The SRT and/or Transport Unit will be made up of Bargaining Unit members who are Corrections Deputies including supervising Sergeants. To be a member of the SRT and/or Transport Unit, the following requirements shall apply:

1. A minimum of 18 months continuous service is required before an officer is eligible to **apply** for SRT or **bid** for the Transport Unit.

    a. Transport bid duration shall be for two (2) years. The first bid will be for seven (7), one (1)-year positions. The remaining positions will be bid for a two (2) year duration.

2. An SRT selection process shall be used and controlled by SRT Sergeants, including the SRT Commander, with final approval by the Chief.

3. The Transport Unit will be defined by a shift bid process.

4. Physical fitness standards shall be added as a requirement to participate in SRT and/or bid for the Transport Unit. The Standards are to be determined by SRT and Transport leadership including the respective Commanders; with final approval by the Chief.

   a. The Standards Testing shall be completed on-duty during the employee's regular work hours and shall be completed prior to shift bid.

5. All SRT/Transport Unit members are to be weapons qualified.

   a. All Transport Unit members shall be issued fitted ballistic vests.

   b. All SRT members shall be issued either a fitted ballistic vest or a stab vest as determined by the SRT Sergeants and Commander, with final approval by the Chief.

The SRT will be made up of Corrections Deputies Bargaining Unit members including a supervising Sergeant for the SRT team. The SRT will be used for mini-unannounced searches of the jail in order to remove contraband items, discover breaches, and otherwise as assigned. The Administration will provide for approximately one unannounced SRT deployment per month. The SRT will conduct full safety and security jail inspections not less than once annually. During full inspections the jail will be closed to all but the required services. In addition the SRT will conduct area specific searches when there is reasonable suspicion of contraband in the jail and search requirements are beyond the resources available within current staffing.

All outside inmate transports including Court and Medical, but excluding movements between the Main Jail and the Jail Work Center, shall be carried out by no less than two armed officers.

20.4 Job Sharing. The Sheriff will consider applications for job sharing under terms and conditions consistent with the agreement with County Policy.

20.5 Fitness. The Guild agrees to participate in a fitness standards group during the term of this Agreement, which may include participating in the regional law enforcement fitness standards committee. The Guild agrees that their participation establishes their input into the setting of the standards, which will be reviewed and approved by a fitness specialist prior to adoption. The County agrees to delay any formal implementation of the standards until the matter has been fully bargained and if unable to reach resolution, arbitrated. Matters to be bargained following the establishment of a standard would include issues such as length of phase in timeline, economic benefits attached to attainment of the standard and/or aid in reaching the standards, whether or not employment would be impacted and if so, how/when, etc.

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

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

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

1. Drug counseling and rehabilitation available through the County's medical insurance plans

2. Employee Assistance Program (EAP) that may assist in counseling employees with substance/alcohol abuse problems

3. Clark County Department of Community Services: Alcohol and Drug Services Program

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

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

20.6.2 Drug or Alcohol Tests Required:

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

a. Direct observation of drug use or possession and/or

b. Direct observation of the physical symptoms of being under the influence of a drug, such as motor functions or speech, abnormal conduct or erratic behavior and/or

c. An on-the-job accident resulting in an injury to the employee or others requiring medical attention beyond first aid and/or results in $700 (or the current WASP threshold for Vehicle Collision reports) or more in property damage to county or others' property and/or

d. On-the-job behavior that indicates employee impairment that endangers the employee or others or risks significant property damage to county or others' property and/or

e. Evidence that the employee tampered with a previous drug test and/or

f. The opinion of a medical/substance abuse/chemical dependency professional that an employee is using an illegal controlled substance.

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

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

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

20.6.3 Refusal to Test: Refusing or failing to submit an adequate specimen for drug or alcohol testing or specimen tampering during specimen collection, as defined by the Medical Review Officer (MRO), constitutes insubordination and will be treated as if the

employee has tested positive. The employee will be evaluated by a Substance Abuse Professional (SAP) or Chemical Dependency Professional (CDP) and will be subject to discipline for just cause up to and including termination.

Refusal to test includes:

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

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

a) Drug Testing: Specimen collection for drug testing will conform to the standards of 49CFR part 40 to maintain documented chain of custody and assure sample reliability. Drug test collections will be conducted at the job site, collector's office, or medical facility. The specific procedure used for testing is as follows:

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

- The split specimen will be placed in secure storage until shipped for analysis.

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

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

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

b) Alcohol Testing: The alcohol test will be performed using an **E**vidential **B**reath **T**esting (EBT) device that is approved by the **N**ational **H**ighway **T**raffic **S**afety **A**dministration (NHTSA) and administered by a trained **B**reath **A**lcohol **T**echnician (BAT).

The alcohol testing process will consist of the following steps:

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

- Before the confirmatory test is conducted, the BAT shall conduct an airblank test which must read 0.00 to proceed.
- The confirmatory test will be conducted using the same procedures as the screening test with the exception of the post-test airblank.
- If the result of the confirmatory test is less than .04 then the test will be recorded as negative and be considered to be the final result.

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

20.6.5 Positive Test Results.

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

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

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

20.6.6 Pay Status.

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

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

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

20.6.7 Return to Duty and Follow-up Testing.

An employee who tests positive for an illegal drug, controlled substance and/or alcohol will be allowed to return to duty following compliance with all treatment

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

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

20.6.8 Employee Rights and Responsibilities:

The County will keep all testing results confidential.

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

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

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

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

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

20.6.9 Education and Training.

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

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

20.6.10 Record Retention.

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

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

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

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

20.6.11 Laws & Regulations.

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

20.7 Use of Video Recording System. The County should not utilize the video recording system for the purpose of initiating disciplinary investigations (i.e. supervisor and managers should be conducting "fishing expeditions" for de minimus acts of employee misconduct through

the video recording system). Nothing prohibits supervisors and managers from initiating corrective or disciplinary actions after discovering any level of misconduct incident to reviewing video recordings for legitimate purposes.

20.7.1 In the event that a complaint has been made relating to the conduct of a Clark County Corrections Deputy Guild represented member, the County may access the video recording for the purpose of investigation and utilize the video recording as part of its investigation.

20.7.2 In the event a review of the video recording discloses a separate incident of misconduct, the County may utilize the recording to initiate a separate investigation so long as the discovery of the separate incident is incidental and inadvertent to its review under Section 20.7.1 above, and so long as the separate incident occurred shortly before or after the incident begin investigated.

20.7.3 The County may also review the video recording in the absence of a complaint in the event of a major incident (suicide, riot, etc.), but may not utilize the video recording as a basis of discipline without other corroborating evidence.

20.7.4 Investigation of major personnel complaints (as defined by the Sheriff's Office General Order 01.32.060 and criminal misconduct is not subject to Section 20.7 in its entirety.

20.7.5 Employees who are required to write a report such as a use of force report will be allowed reasonable access to the video recording system prior to writing the report, provided that such access does not unreasonably delay the writing of the report.

20.7.6 The County shall retain recordings for a minimum of sixty (60) days and, upon request shall provide the Guild with copies of any recordings utilized by the County in an investigation of misconduct. All recordings retained by the County after sixty-one (61) days will fall under the proper Washington State public retention and destruction schedule.

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ARTICLE 21. SCOPE AND SEVERABILITY

21.1 Savings Clause. Should any article, section or portion thereof of this Agreement be held unlawful and unenforceable such decision shall apply only to the specific article, section, or portion thereof directly affected. The parties agree immediately 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.

21.2 Entire Agreement.

21.2.1 This instrument embodies the whole agreement of the parties. There are no promises, terms, conditions, or obligations other than those contained herein, except for written supplements to this instrument executed subsequently thereto.

21.2.2 All matters not prescribed by the language of this agreement may be administered for its duration by the employer in accordance with the Civil Service Rules, County personnel policies and the Sheriff's Office General Orders. In the event of a conflict between those documents and this agreement, the provisions of this agreement shall prevail. The Guild shall be provided copies of all changes to those policies and general orders or notice of changes to established past practices (unless changed by the terms of this agreement) and afforded the right to bargain the impact of those changes on mandatory subjects of bargaining which are not governed by this agreement.

21.2.3 In the event the County desires to change the above referenced rules, policies, orders or an established past practice, the County shall provide written notice to the Guild Attorney and President of the proposed changes at least thirty (30) days prior to implementation of the changes. The Guild shall have thirty (30) days to object to the proposed changes. If the Guild fails to object then the Guild shall be deemed to have waived its right to bargain and the County may implement the proposed changes without further negotiations.

21.2.4 In the event the Guild objects, the Guild shall specify in writing the basis for its objections and why the Guild believes an obligation to bargain exists. If the County disagrees as to whether the obligation to bargain exists, the County may implement and the Guild may pursue its remedies under the RCW, including filing an unfair labor practice complaint regarding the County's obligation to bargain prior to implementation. If the parties agree that an obligation to bargain exists, the parties shall negotiate to resolution or impasse under the RCW.

21.2.5 In the event of an emergency as defined under Article 2 of the Agreement, the County may, in lieu of the thirty (30) days notice, provided for in Section 21.2.3 above, provide notice and implement at the same time. Should the Guild disagree with the existence of an emergency, the Guild may pursue its remedies under the contract or

RCW. If a policy is implemented under emergency circumstances, the County will then commence bargaining with the Guild regarding the policy.

21.2.6 This Article in no way sets aside an employee's right to use the grievance procedure contained herein.

21.3 Duration. This Agreement shall be effective as of the first day of the month following ratification by the parties and shall remain in full force and effect through the 31st day of December, ~~2015~~2018. No provision shall be applied retroactively unless specifically agreed in writing by the parties.

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APPROVAL

This Agreement entered into between Clark County and the Corrections Deputy Guild was formally signed and approved on the ~~30~~ _____ day of June, ~~2015~~2016.

FOR THE COUNTY:

Marc Boldt, BOCC Chair

Francine M. Reis, Human Resources Director

FOR THE SHERIFF:

Chuck E. Atkins, Sheriff

Ric Bishop, Chief Jail Deputy

Breanne Nelson, CCSO HR Manager

FOR THE CORRECTIONS DEPUTY GUILD:

Josh Ferrell, Guild President

Ken Clark, Negotiation Team Member

Drew Smetana, Negotiation Team Member

Cindy Sardo Negotiation Team Member

Keith Jones, Negotiation Team Member

Daryl Garrettson, Attorney for the Guild

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APPENDIX A
CORRECTIONS DEPUTY GUILD SALARY TABLES

Clark County
Corrections
Deputy Guild

2016 2.50%

Range	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10
CG.300	23.44	24.62	25.88	27.13	28.51	29.91	31.45	33.28	33.61	33.96
CG.310	32.51	34.13	35.84	37.66	39.82	40.21	40.62			

2017 2.50%

Range	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10
CG.300	24.03	25.24	26.53	27.81	29.22	30.66	32.24	34.11	34.45	34.81
CG.310	33.32	34.98	36.74	38.60	40.82	41.22	41.64			

2018 2.50%

Range	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10
CG.300	24.63	25.87	27.19	28.51	29.95	31.43	33.05	34.96	35.31	35.68
CG.310	34.15	35.85	37.66	39.57	41.84	42.25	42.68			

10 year longevity
15 year longevity
20 year longevity

~~2013~~ 2016
2.50%

Range	Title	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10
CG.300	Corrections Deputy	~~21.98~~	~~23.09~~	~~24.26~~	~~25.44~~	~~26.73~~	~~28.05~~	~~29.49~~	~~31.21~~	~~31.52~~	~~31.84~~
CG.310	Corrections Sergeant	~~30.49~~	~~32.01~~	~~33.61~~	~~35.31~~	~~37.34~~	~~37.71~~	~~38.09~~	-	-	-

~~2014~~ 2017
2.50%

Range	Title	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10
CG.300	Corrections	~~22.42~~	~~23.55~~	~~24.75~~	~~25.95~~	~~27.26~~	~~28.61~~	~~30.08~~	~~31.83~~	~~32.15~~	~~32.48~~

	Deputy										
CG.310	Corrections Sergeant	~~31.10~~	~~32.65~~	~~34.28~~	~~36.02~~	~~38.09~~	38.46	~~38.85~~	-	-	-

~~2015~~ 2018
2.50%

Range	Title	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10
CG.300	Corrections Deputy	~~22.87~~	~~24.02~~	~~25.25~~	~~26.47~~	~~27.81~~	~~29.18~~	~~30.68~~	~~32.47~~	~~32.79~~	~~33.13~~
CG.310	Corrections Sergeant	~~31.72~~	~~33.30~~	~~34.97~~	~~36.74~~	~~38.85~~	~~39.23~~	39.63	-	-	-

10 year longevity
15 year longevity
20 year longevity

Legislative Draft

APPENDIX B

CORRECTIONS DEPUTY GUILD DUES AUTHORIZATION FORM

Employee: _____ Job Title: _____

Department: _____ Employee #: _____

Effective Hire Date: _____

Means of Appointment:

☐ New Hire ☐ Other ☐ Religious Tenets Exemption
Donation to charitable organization (separate form required)

☐ $100 Initiation Fee Required

$25 on _____
$25 on _____
$25 on _____
$25 on _____

Monthly dues:
$60.00 of base salary for full time-part-time/permanent employees.*

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

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

Payroll Deduction Authorization:

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

Employee Signature _____ **Date:** _____

PSN: _____

Payroll Only:
Employee #: _____ Implemented Payroll _____
Initials/Date: _____

APPX C TO BECOME CLASSIFICATION SERGEANT SCHEDULE MOU
~~APPENDIX C~~
~~FIELD TRAINING OFFICERS MOU~~ (FTO MOU was incorporated into Article 11)

MEMORANDUM OF UNDERSTANDING

This memorandum of understanding is entered into by and between the Clark County Corrections Deputy Guild and the Clark County Sheriff's Office on the day and date written is for the purpose of memorializing the agreement between the parties relating to an additional specialized work schedule, Article 10 --Hours, Overtime and Work Assignments in the COG.

Whereas, currently the master schedule provides the following:

Name/term	Sched hrs/day (start to quit)	Paid hours	Work cycle
5-8	8½	8½	5 on, 2 off
4-10	10½	10½	4 on, 3 off
4-12	12	12	4 on, 4 off

Whereas, it is to the advantage of both the Sheriff's Office and the Corrections Deputy Guild to allow management the discretion to designate an optional shift that provides oversight and coverage pertaining to the Classification Unit(s).

Now, therefore, for and in consideration of the mutual promises hereinafter stated, the parties agree as follows:

The addition of the **4-12 split** provides hours of work on regular reoccurring schedule under the currently established FLSA 28-day cycle (171 hours max). The employee would work 12 hours on each shift for 3 days followed by 4 days off, followed by 4 consecutive work days of 12 hours on each shift, followed by 3 days off. All other contractual agreements related to work hours/shifts for calculation of overtime, etc., continues to be applied with the **4-12 split** schedule.

The **4-12 split** schedule will be merged in the next COG document under Article 10 in a similar format as indicated below.

Name/Term	Scheduled hrs/day (Start to quit)	Paid hours	Work Cycle	FLSA Period
5-8	8 .5	8.5	5 on, 2 off	28 Days (171)
4-10	10.5	10.5	4 on, 3 off	28 Days (171)
4-12	12	12	4 on, 4 off	24 Days (147)
4-12 Split	12	12	3 on, 4 off; 4 on, 3 off	28 Days (171)

Prior use of the this schedule from 2012 to the current date was verbally agreed and this confirms the practice, coordination and payment of the **4-12 split** schedule prior to the written MOU signed below. Future use of 4-12 split schedule requires mutual agreement between the parties.

Dated this 20th day of July, 2015.

Josh Ferrell, Custody Guild President

Sheriff Chuck Atkins

Jack Huff, Custody Guild Vice President

Chief Ric Bishop

Daryl Garrettson, Guild Attorney

Breanne Nelson, CCSO HR Manager