CLARK COUNTY
STAFF REPORT

DEPARTMENT: Human Resources

DATE: October 11, 2016

REQUESTED ACTION: Approve Collective Bargaining Agreement (CBA) between Clark County and the International Longshore and Warehouse Union, Medical Examiner's Office Unit, Local 8

_X_ Consent ____ Hearing ____ County Manager

BACKGROUND

The new agreement presented with this staff report represents the outcome of productive negotiations where the parties explored the issues and found solutions in representing the best interest of everyone involved. The management negotiating team believes the resulting Labor Agreement acknowledges budget constraints for salaries and benefits, and the quality work of the employees in the Medical Examiner's Office. It also represents our desire for equity and consistency in critical areas across County bargaining units.

The Local voted to ratify the agreement on or about September 14, 2016. We are recommending approval by the Board of County Councilors.

The Agreement covers the period of January 1, 2016 through December 31, 2018.

Key elements of the agreement include:

- Change in term and expiration date of the Collective Bargaining Agreement to December 31, 2018
- Medical and Dental Plan expenditure
  - Continue participation in the Healthcare Committee through December 31, 2018 as described under the Healthcare MOU
  - Healthcare MOU changes:
    - Committee will not determine services and plan design of any near-site or on-site medical clinic. The county will present any recommendations for input prior to presenting final recommendations. The parties will bargain any impacts to the budget.
    - Committee will take into consideration, research and make decisions regarding plan design in order to avoid the Affordable Care Act - Excise tax. If the decisions do not avoid the tax, the tax will be borne by the employees and the parties will reopen no later than June 30, 2017 to bargain the implementation.
    - Two percent (2%) increase to the budget the first year of the contract; equating to $1,420 per employee per month. For year's two (2) and three (3) there is no increase in the budget above $1,420.

- Insurance and benefits eligibility language changes consistent with revised laws, regulations and County policy.
- General wage increase and pay range adjustments:
  - 2.20% effective Jan. 1, 2016
  - 2.20% effective Jan. 1, 2017
  - 2.20% effective Jan. 1, 2018

Other key changes include:

- Holidays:
  - Autopsy Assistant Holidays shall be reduced from 10 to 5.
  - On the 5 recognized Holidays Autopsy Assistants shall not be regularly scheduled, but shall receive holiday pay commensurate with their regularly scheduled hours.
- Interns:
  - The parties agreed to the use of non-bargaining unit interns in the Medical Examiner's Office used to complement and work in conjunction with bargaining unit employees.
- Footwear:
  - Autopsy Assistants shall receive a $150 reimbursement for footwear.

COUNCIL POLICY IMPLICATIONS

This request contains no implications to Council policy.

ADMINISTRATIVE POLICY IMPLICATIONS

The provisions negotiated into this contract is in keeping with current county philosophy regarding wages, hours and working conditions for Clark County employees, and recognizes the budget constraints of the County.

COMMUNITY OUTREACH

This recommendation affects the employees of this one (1) bargaining unit. The county and the union negotiated these changes in the terms and conditions of employment as required under RCW 41.56. The union has voted to ratify this agreement.

BUDGET IMPLICATIONS

YES	NO	
X		Action falls within existing budget capacity.
	X	Action falls within existing budget capacity but requires a change of purpose within existing appropriation
	X	Additional budget capacity is necessary and will be requested at the next supplemental. If YES, please complete the budget impact statement. If YES, this action will be referred to the county council with a recommendation from the county manager.

BUDGET DETAILS

Local Fund Dollar Amount	
Grant Fund Dollar Amount	
Account	
Company Name	

DISTRIBUTION:
Board staff will post all staff reports to The Grid. http://www.clark.wa.gov/thegrid/

Ron Zito
HR Manager

Dr. Dennis Wickham
County Medical Examiner

APPROVED:_____
CLARK COUNTY, WASHINGTON
BOARD OF COUNTY COUNCILORS

DATE: _____

SR#_____

APPROVED:_____
Mark McCauley, County Manager

DATE: _____

BUDGET IMPACT ATTACHMENT

Part I: Narrative Explanation

I. A – Explanation of what the request does that has fiscal impact and the assumptions for developing revenue and costing information

Part II: Estimated Revenues

	Current Biennium		Next Biennium		Second Biennium	
Fund #/Title	GF	Total	GF	Total	GF	Total
0001 - General Fund	$10,884	$10,884	$48,120	$48,120	$57,032	$57,032
Total	$10,884	$10,884	$48,120	$48,120	$57,032	$57,032

II. A – Describe the type of revenue (grant, fees, etc.)

Part III: Estimated Expenditures

III. A – Expenditures summed up

		Current Biennium		Next Biennium		Second Biennium	
Fund #/Title	FTE's	GF	Total	GF	Total	GF	Total
General Fund, 0001	7	$10,884	$10,884	$48,120	$48,120	$57,032	$57,032
Total		$10,884	$10,884	$48,120	$48,120	$57,032	$57,032

III. B – Expenditure by object category

	Current Biennium		Next Biennium		Second Biennium	
Fund #/Title	GF	Total	GF	Total	GF	Total
Salary/Benefits	$10,884	$10,884	$48,120	$48,120	$57,032	$57,032
Contractual						
Supplies						
Travel						
Other controllables						
Capital Outlays						
Inter-fund Transfers						
Debt Service						
Total	$10,884	$10,884	$48,120	$48,120	$57,032	$57,032

AGREEMENT

between

LOCAL 8
MEDICAL EXAMINER'S OFFICE UNIT
INTERNATIONAL LONGSHORE AND WAREHOUSE UNION

and

CLARK COUNTY, WASHINGTON

January 1, 2016~~3~~ through December 31, 2018~~4~~

EXHIBITS

Exhibit A: Salary Table

Exhibit B: Memorandum of Understanding – Regarding Healthcare Benefits ~~Multi-Party Healthcare Committee~~

proud past, promising future

CLARK COUNTY
WASHINGTON

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ARTICLE 1. RECOGNITION

1.1 The County agrees to recognize the Union as the sole collective bargaining agent for all employees covered by this Agreement. Such employees shall be those employed in the classifications covered by this Agreement, including supplements and addenda and riders thereto and letters of understanding between the County and the Union or by order of the Public Employment Relations Commission.

1.2 Temporary employees. The County may employ temporary employees on a short-term basis. A temporary employee will not be used to fill a regular, budgeted position and normally will not be employed in the Medical Examiner's Office more than 1040 hours in any calendar year unless extended with the mutual agreement of the Union and the County. Temporary employees are excluded from this bargaining unit and not covered by this Agreement.

1.3 Medical Examiner Office Interns: Interns are not included in the bargaining unit and are not covered by this Agreement. Interns shall not be used to replace and/or diminish wages, hours, or other conditions of employment of existing bargaining unit employees but may be used to complement and work in conjunction with bargaining unit employees.

ARTICLE 2. SCOPE OF AGREEMENT

2.1 Matters not specifically addressed by this Agreement shall be governed by County policy. The Union waives its right to bargain under RCW 41.56 with respect to all such matters.

2.2 Savings Clause. Should any article, section, or portion of this Agreement be held unlawful and unenforceable by any court of competent jurisdiction, or any administrative agency having jurisdiction over the subject matter, such decision shall apply only to the specific article, section, or portion thereof directly specified in the decision. Upon the issuance of any such decision, the parties agree immediately to 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.

ARTICLE 3. UNION SECURITY

3.1 The County agrees that all employees who are, or who become members in good standing in the Union on or after the effective date of this Agreement, shall maintain their membership in good standing in the Union. 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 Union. Tender of the Union's periodic dues and initiation fees uniformly required as a condition of acquiring or retaining such membership shall, for the purposes of this Section, be considered membership in the Union.

3.2 The Union shall advise the County in writing the amount of its initiation fees and monthly dues as duly adopted by its members. The County with the written consent of the employees, shall deduct from the monthly pay of each employee covered by this Agreement such fee or dues for the preceding month and remit the amount monthly to the Union. The County will also recognize assignment forms bearing the signature of the employee and showing the amount of the assignment. The assignment by its terms must be irrevocable for the life of this contract.

3.3 Fair share and religious tenets exception. As an alternative, employees who are not members of the Union shall pay a fair share fee to the Union for collective bargaining and contract administration services rendered by the Union as exclusive representative of employees covered by this Agreement. Such fair share payments shall be deducted from the earnings of non-members and remitted to the Union.

3.3.1 The amount of the fair share fee shall not include any contributions related to the election or support of any candidate for political office or for any member-only benefit. Employees who elect not to join the Union and oppose the fair share fee based on bona fide religious tenets or teachings shall pay an amount equal to the fair share fee to a non-religious charitable organization mutually agreeable to the employee and the Union.

3.3.2 The Union shall bear the full responsibility for notification to fair share payers of the amount of the fee and the basis for its calculation, appeal avenues available to them and procedures for escrow treatment of the funds during any dispute relating to fair share payments.

3.3.3 The Union shall, each year during the term of this Agreement, submit a list of employees covered by this Agreement who are fair share payers and the amount of the fair share fee.

3.3.4 The Union further agrees to indemnify and hold harmless the County, its officers, agents and employees, from and against any and all claims, demands, actions and other forms of liability, monetary or otherwise, arising from the application and enforcement of this Section.

3.4 In the event an employee member of the Union fails to maintain his/her membership or fair share payment to the Union, the Union will notify the County in writing through the Human

Resources Department of such employee's delinquency. The County agrees to give notice to the employee within five (5) working days that his/her employment status with the County is in jeopardy and that failure to meet his/her membership obligation within thirty (30) calendar days from the date such notice is received will result in termination. The Union will notify the County in writing of the failure of any employee to comply with any of the applicable provisions of this Article. If compliance is not attained within the aforementioned ten (10) days, the County shall terminate the employee.

3.5 The County and the Union agree to develop a mutually agreeable dues deduction assignment forms for authorization of payments to the Union by payroll deduction. The County will deduct such dues from the wages of the employees and forward them to the Union each month.

ARTICLE 4. UNION RIGHTS AND REPRESENTATIVES

4.1 The Union Representatives shall have the right to contact employees at work regarding matters affecting this Agreement provided such activity does not interfere with or disrupt operation of the Medical Examiner's Office.

4.2 Notification of Representatives. The Union shall inform the County in writing of the names of its officers, and stewards who are authorized to represent the Union, this information shall be kept up-to-date at all times. Only persons so designated will be accepted by the County as representatives of the Union.

4.3 Union Business during Work Hours. Solicitation of Union membership, collection or checking of dues, Union meetings or other activities relating to the internal business of the Union will not be conducted during working hours. Work hours shall not be used by officers, employees or business representatives to conduct Union business or to promote Union affairs other than stated above. Except as specifically provided elsewhere in this Agreement, this prohibition shall extend to all County-owned equipment and facilities including mail distribution systems, voice and electronic mail, personal computers and computer software.

4.4 Release Time. Employee officers of the Union or stewards shall be allowed reasonable release time without loss of pay for the purposes of meetings with the County for collective bargaining, grievance meetings or disciplinary hearings. Not more than one on-duty employee will be permitted at said meetings unless specifically agreed otherwise by the parties. The parties shall work together to find meeting times that do not encumber the staffing requirements of the department. Nothing in this Agreement shall be construed to require employees to receive compensation from the County for representation activities occurring outside of the employee's regularly scheduled work hours or for such time to be counted as time worked for overtime calculation.

ARTICLE 5. STRIKES AND LOCKOUTS

5.1 The County and the Union agree that the public interest requires the efficient and uninterrupted performance of all County services and to this end pledge their best efforts to avoid or eliminate any conduct contrary to this objective. During the term of this Agreement, the Union and/or the employees covered by this Agreement shall not cause or engage in any work stoppage, strikes, slowdown or other interference with County functions, nor shall the County institute a lockout.

5.2 In the event that a strike, boycott, slowdown, mass sick call, work stoppage or other interruption of work occurs during the life of this Agreement, the County shall notify the Union of the existence of such activity and request information from the Union as to whether or not the activity has been authorized. The Union, after immediately responding to the County's request, will then proceed to make every reasonable effort to terminate the work interruption activity and induce the employees concerned to return to work or discontinue the prohibited activity. Employees shall not earn any benefits or wages whatsoever while they are engaged in such actions. In addition, employees who engage in or encourage such actions shall be subject to discipline and discharge and the only matter related to such action which may be subject to appeal is the question of whether or not the employee engaged in such activity. In the event of violation of this provision, the County shall be entitled to recovery of damages and expenses incurred by the violation.

5.3 In the event the Union fails to discharge its duties under this Article, the County shall be entitled to recover from the Union any losses incurred as a result of activity in violation of this Article. In the event the County engages in a lockout in violation of this Article, employees so locked out shall be entitled to be made whole for all wages, benefits and rights lost as a result of such lockout.

ARTICLE 6. HOURS AND COVERAGE

6.1 Coverage. The parties agree that the Clark County Medical Examiner's must provide 24 hour, 7 day service to the citizens of Clark County. On that basis the alternative program of wages, hours and leave benefits described herein will be provided to all employees classified as Medical Examiner Investigators. The parties agree that through this unique program, the Investigators shall be paid on a salaried basis.

6.2 Work schedules.

6.2.1 Minimum staffing for Medical Examiner Investigators are two investigators during traditional business hours or at the discretion of the Medical Examiner. Medical Examiner Investigators work shifts of two days on, four off (or 48 hours on followed by 96 hours off) in a six day work period (MEI Schedule A) **or** traditional business hours of forty (40) hours with two full days off in a seven day work period (MEI Schedule B).

6.2.1.1 Investigators will be assigned periods of both MEI Schedules A and B. Investigators assigned to Schedule A must report to the office each day of the two day shift and may be required to maintain regular office hours beginning at 8:00 am and ending at 5:00 pm as directed by the Medical Examiner or designee. During the balance of the 48-hour shift, the investigator will be on standby and available for call out. An investigator assigned to MEI Schedule B will work forty hours in a seven day period. The on-duty Investigators are required to be responsive (generally within 15 minutes, unless prevented from so doing by circumstances beyond their immediate control) to the County-issued pager and/or cell phone. Compensation for call outs is included in the base monthly salary as described in Section 8.3.

6.2.1.2 **Rotating Shifts**. Each Medical Examiner Investigator will be required to work MEI Schedule A and MEI Schedule B.

6.2.1.3 **Relief coverage.** All absences from scheduled duty are contingent upon the employee making arrangements for relief coverage by another Investigator. As used herein, absences include time off for vacation, personal business, training and conferences and other such purposes. Investigators may trade additional shifts provided such trade would not unduly interfere with the operations of the Medical Examiner's Office. The Investigators will obtain clearance from the Medical Examiner or designee of any such trades (except in emergency situations); however the Medical Examiner's Office bears no responsibility for management of shift trade arrangements or resolution of disputes concerning relief shifts owed between Investigators.

6.2.1.4 **Sick Leave Coverage.** Investigators shall be responsible for obtaining relief coverage for all sick leave absences that are known in advance – medical appointments, scheduled surgery, family care needs and the like. Whenever possible, these activities should be scheduled on the employee's days off.

Investigators shall attempt to arrange coverage for unscheduled absences due to illness or injury and the Medical Examiner's Office may require Investigators to work in place of an absent ill/injured Investigator. Required relief shifts shall be distributed as evenly as possible between Investigators over the course of a year; however the Medical Examiner's Office bears no responsibility for management of shift trade arrangements or resolution of disputes concerning relief shifts owed between Investigators.

6.2.1.5 Investigators providing approved relief coverage for an Investigator's approved work absence that exceeds ten (10) calendar days due to illness, injury or termination shall be compensated at their hourly rate for actual hours worked. The count of "calendar days" begins with the first full calendar day absent from scheduled work. For purposes of this Section, a "calendar day" begins at 5:00 pm and ends at 5:00 pm the following day.

6.2.1.6. **Emergency duty.** The Medical Examiner's Office may require Investigators to respond or remain on duty to handle emergency situations.

6.2.1.7 **Time Reporting.** For payroll reporting purposes, Investigators shall report only hours engaged in active working activity – office hours and call outs and hours awaiting call out (ACO). Records of scheduled shifts and standby hours shall be maintained by the County. Except as otherwise provided in this Agreement, Investigators shall continue to be paid on a salaried basis. Investigators shall be compensated at one and one-half (1 ½) times their "regular hourly" rate (as specified in Exhibit A) for hours engaged in active work activity in excess of forty (40) in a work week.

6.2.2 Autopsy Assistants shall be scheduled to provide coverage for office and morgue services. Autopsy Assistants will be compensated at one and one-half (1 ½) times their regular hourly rate of pay for hours worked in excess of forty (40) in a work week.

6.2.2.1 The Medical Examiner's Office may require Autopsy Assistants to respond or remain on duty as needed.

6.2.2.2 Autopsy Assistants may trade additional shifts provided such trade would not unduly interfere with the operations of the Medical Examiner's Office. The Autopsy Assistants will obtain clearance from the Medical Examiner or designee of any such trades (except in emergency situations); however the Medical Examiner's Office bears no responsibility for management of shift trade arrangements or resolution of disputes concerning relief shifts owed between Autopsy Assistants. Shift trades cannot result in overtime compensation without management approval.

6.2.3 **Stand-by Pay**. Autopsy Assistants assigned to stand-by duty shall be compensated at the rate of $2.35 per hour for each hour on stand-by. Stand-by duty assignments are defined as a requirement to remain accessible, available and ready to report to work, and

employees are required to report to work immediately or as directed. Employees on standby who are required to report to work shall receive call-in pay at the rate of $2.35 per hour for the number of hours worked in addition to their regular rate of pay.

6.3 Overtime Calculation. For purposes of calculating overtime for Investigators and Autopsy Assistants, the work week begins at 5:00 pm Sunday and ends at 5:00 pm Sunday. All overtime must be authorized by the Medical Examiner, or designee, prior to being worked. Overtime will be paid to the nearest quarter hour.

6.4 Autopsy Assistant Coverage. Investigators who are on duty Monday through Friday, exclusive of holidays, shall only provide autopsy assistance after all off-duty autopsy assistants and investigators have been offered the opportunity to work.

6.5 Work Schedule Modification. The County will meet and discuss long-term changes to work schedules with the Union. Employees shall be granted a written, sixty-day notice prior to the implementation of any permanent changes to work schedules unless mutually agreed otherwise

6.6 Meals and breaks. The observation of any breaks or meal periods will not interfere with the functions of the Medical Examiner's Office.

ARTICLE 7. LEAVES

7.1 Application to Medical Examiner Investigators.

7.1.1 Due to the unique scheduling considerations for Medical Examiner Investigators, holidays shall not be observed. Investigators shall be regularly scheduled for duty on any/all holidays recognized at the federal, state or local level. Compensation for holidays shall be limited to that provided by Section 7.1.3.1 below.

7.1.1.2 During the holidays specified under Article 7.4.1, Medical Examiner Investigators shall be on-call but no office hours shall be regularly scheduled on these days.

7.1.2 In view of the unique relief coverage requirements, Investigators are not eligible for traditional paid vacation accrual and shall be compensated as provided in Section 7.1.3.2. However, all Investigators shall be entitled to a minimum of two consecutive 48-hour shifts off (12 calendar days) annually. All time off must be arranged in advance with the Medical Examiner or designee and relief coverage must be obtained. The Medical Examiner or designee shall ensure employees the ability to schedule this time off and may require other Investigators to work to meet this requirement if none are available on a voluntary basis. All additional time off shall be arranged through voluntary shift trades.

7.1.3 Compensation in lieu of vacation and holiday leave. The salary range in Exhibit A reflects the inclusion of additional compensation in lieu of vacation or holiday leave benefits, based on the following agreements:

7.1.3.1 In lieu of holiday compensation, Investigators shall receive an additional 5.39% of base pay reflecting the percent of holiday versus scheduled hours (112/2080) of a conventional schedule employee.

7.1.3.2 In lieu of vacation leave, Investigators with less than ten years service shall receive an additional 3.85% of base pay, reflecting the value of two weeks of paid vacation (2/52). After rounding, said additional total compensation shall equal 9.2% of base pay. In order to reflect increases in vacation accrual, Investigators shall receive an increase in pay beyond the seventh step at ten (10), fifteen (15), and twenty (20) years of service. Each additional week of vacation is valued at 1.925% of base pay as illustrated in Exhibit A. Though granted at these five-year increments, the increases equate to the equivalent of three weeks vacation at ten years, four weeks vacation at fifteen years and five weeks vacation at twenty years.

7.2 Sick Leave Accruals. Full time investigators shall accrue sick leave at the rate of eight (8) hours per month or ninety-six (96) hours per year.

~~7.2.1 Beginning in 2011, sick leave banks will be established for current investigators. Investigators who have worked full time as an investigator for at least 14 years will~~

~~receive 584 hours sick leave. Current Investigators with less than 14 years will receive an amount prorated at eight (8) hours per month from their date of hire as an investigator.~~

7.3 Sick Leave Usage. Any scheduled or unscheduled absence due to illness or injury shall be charged to sick leave as follows (m~~M~~aximum hours coded to sick leave in a 24-hour shift is 16 hours):

- One hour for each hour of absence during regular office hours as described in Article 6.2.1.1
- One-half (1/2) hour for each hour of absence during the balance of the 24-hour shift.

7.3.1 With prior management approval, investigators may offset hours charged to sick leave by working additional hours within the pay period.

7.4 Autopsy Assistants. Vacation~~, holiday~~ and sick leave provisions for employees in this classification shall be consistent with those provided to the non-represented, non-management group (M3) as defined in the County Policy Manual.

7.4.1 The Medical Examiner's Office shall observe the following holidays:

Holidays	Dates to be Observed
New Year's Day	January 1st
Memorial Day	Last Monday in May
Independence Day	July 4th
Thanksgiving Day	Fourth Thursday in November
Christmas	December 25th

During the abovementioned holidays, Autopsy Assistants shall not be regularly scheduled to work but shall receive holiday pay commensurate with their regularly scheduled hours.

Autopsy Assistants assigned to work on any of the abovementioned holidays shall be paid for the holiday and also paid at the rate of time and one half for all hours worked on the holiday.

ARTICLE 8. COMPENSATION

8.1 The salary schedule for classifications in the Union is shown at Exhibit A and is implemented based on the understandings listed below.

8.2 Step Placement and Increases. Employees shall normally be hired at the first step and shall be eligible for step increases after twelve months at each step in the range. Unpaid leaves of 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. Step increases may be denied or delayed based on unsatisfactory job performance or misconduct.

8.3 Hourly Rates.

8.3.1 For such purposes as are specifically defined in this Agreement, the table located in Exhibit A of hourly and standby rates is agreed to. The rates are calculated based on the assumption that 2/3rds of an Investigators annual base salary is intended as compensation for regular and call-out hours and that 1/3rd of annual pay is intended as compensation for standby hours as specified in Section 6.2.1.1. Rates are also based on an approximation of two (2) call out hours per shift.

8.3.2 Autopsy Assistants covered by this Agreement shall be paid on an hourly basis. The hourly salary for Autopsy Assistant shall be as specified in Exhibit A of this Agreement.

8.4 Disaster Pay.

8.4.1 Should a disaster situation occur such that the Medical Examiner requires Investigators to respond or remain on duty in excess of 96 hours within a regular six (6) day work cycle, Investigators shall be eligible for additional compensation as provided herein.

8.4.1.1 Additional compensation shall begin with the 97th hour of disaster duty.

8.4.1.2 Compensation during disaster duty extending beyond the 97th hour, shall be paid at the hourly rate as shown on Exhibit A for work time or standby time as applicable. Overtime pay may apply under the provisions of Section 6.2.1.7.

8.4.2 Extra hours beyond the regularly schedule work days for Autopsy Assistants shall be paid as specified in Section 6.2.2.

8.5 Autopsy Pay. Investigators who are offered and accept special autopsy assistance duty on a regularly scheduled day off, shall be compensated at the rate of $125 per autopsy. Investigators who are on duty on a Saturday, Sunday or holiday will be paid at the rate of $125.00 for each autopsy for which they provide assistance in excess of one (1) each work day.

8.6 Required Training. Bargaining unit employees are required to attend periodic and annual training related to work place safety, such as blood-borne pathogens, accident prevention and others. When these required training sessions fall on an employee's regularly scheduled day off, they shall be paid at the "hourly rate for regular work" as defined in Exhibit A of the agreement for the actual hours of the training.

When Investigators attend training required to achieve and maintain the American Board of Medicolegal Death Investigators' Registry Certification (ABMDI), or other pre-approved job related training, they may be paid for classroom hours as specified in the course description at the "hourly rate for regular work" for up to eight hours per day. The County will bear the cost of one application fee, one examination fee, the associated processing fee and the annual maintenance cost of ABMDI Registry Certification during the employment of an Investigator. Investigators will be responsible for the tracking and submission of all application materials to maintain County required ABMDI Registry Certification. Newly hired Investigators are required to attain ABMDI Registry Certification within eighteen (18) months of completion of Medicolegal Death Investigation Course or date-of-hire whichever is later.

8.6.1 **Optional Board Certification.** The County will bear the cost of one application fee, one examination fee and the annual maintenance fee of ABMDI Board Certification *Fellow* during the employment of an Investigator. Upon presenting evidence of successful completion of certification at this level, the County will authorize payment of $300.00 for the initial certification and $300.00 for each subsequent calendar year that certification is maintained.

The approval of the Medical Examiner or designee is required for all training attended by employees, where the training expenses are funded by the County, and such approval is contingent upon the job-relatedness of the training, budget availability, and ability to cover the work during absences.

ARTICLE 9. INSURANCE

9.1. The Union will continue to accept decisions regarding ~~healthcare expenditures, plans and carriers for~~ medical and dental ~~insurances~~coverage for plan years covered under this agreement made by the County's Multi-Party Healthcare Committee and pursuant to the provisions of the "MOU Regarding Health Care Benefits". The Medical Examiner's Unit may, at the members' option, participate in the Committee as voting members or observers.

9.1.1 Except for provisions of this Article and Exhibit B of this agreement, the County reserves the exclusive right to make any changes, reductions, modifications, deletions, or improvements to be in compliance with any State and Federal laws.

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

9.2.1 Employees shall be eligible for medical insurance effective the first of the month following date of hire as long as enrollment forms are received pursuant to the terms of the applicable health plan. Late enrollment will also comply with the terms of the health plan. Coverage will terminate at the end of the last day of the month in which employment ends.

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

9.2.3 Regular part-time employees whose budgeted regular schedule calls for thirty (30) hours per week (.75 FTE) or more shall be eligible for the full County contribution. For regular part-time employees in positions budgeted at one-half up to three quarter Full Time Equivalency (.5 to .749 FTE) the County shall pay seventy percent (70%) of the County's contribution for the highest cost plans for the plan year with the employee contributing the balance based upon employees' plan of choice. Temporary increases in work hours will not result in an increase in benefits available or employer contribution, unless the increase in hours continues for three consecutive months or more, and then the change will be effective the first of the fourth consecutive month or unless otherwise required by federal or state law. When a~~the~~ temporary change is anticipated to last longer than three (3) months, the change will become effective immediately on the first of the following month.

9.2.4 Eligible dependents include legal spouse, domestic partner, and dependent children including the domestic partner's children who reside in the home of employee and domestic partner in accordance with state and federal laws and County policy. To access benefits for a domestic partner, employees must submit the required documentation.

9.3 Carrier and Coverage Changes. The County retains the exclusive right to select the plans and carriers (or to develop and implement a self-insurance plan) for medical, dental, life or other insurance plans provided that the successor plan(s) shall provide substantially equal or better coverage than the existing plans.

9.4 Premiums.

9.4.1 Premiums, plans, and cost distribution will be determined through the multi-party Healthcare Committee process as outlined on the Memorandum of Understanding included as Exhibit B.

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

9.4.2.1 Medical Coverage with proof of other group medical coverage. Fulltime 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.

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

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

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

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

9.7 Life Insurance. The County shall provide each employee a group term life insurance policy including accidental death and dismemberment coverage in the amount of $25,000. Employee and/or dependent coverage shall be made available for employee purchase.

9.7.1 The County shall continue to make available through payroll deduction voluntary supplemental and dependent life insurance to employees, subject to individual evidence

of insurability at such premium rates as are established by the carriers. The County will make every effort to negotiate the most effective rates.

9.8 Continuation of Benefits.

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

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

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

9.9 Long Term Disability Insurance. The County will provide each employee long term disability insurance that provides for continuation of 60% of the employee's salary after a sixty (60) day waiting period and such other provisions as are provided by the plan document. Employees may also elect to purchase additional coverage under the Long Term Disability (LTD) Buy-Up plan and will be eligible to receive 66 2/3 % of their covered salary. Benefits are paid up to a maximum covered salary of fifteen thousand dollars ($15,000) per month, (e.g. 60% of $7,500 mo. salary is $4,500).

9.10 Liability Insurance. During the term of this Agreement, the County shall defend and indemnify employees against allegations arising from all acts or omissions occurring within the scope of the duties and responsibilities of the employee's employment. The County need not indemnify and defend the employee for any dishonest, fraudulent, criminal or malicious act or for any suit brought against the employee by or on behalf of the County.

ARTICLE 10. UNIFORMS AND EQUIPMENT

10.1 Employees must adhere to a dress code as a condition of their employment. During the course of their work they are exposed to various elements which can spot, stain or destroy a garment. Therefore, the County shall provide a clothing cleaning allowance of $200.00 to Investigators. This allowance will be paid in equal quarterly payments each year and is subject to IRS rules regarding taxability of cleaning and clothing allowances. In addition, the County shall issue the following clothing based upon job classification - this provision is also subject to IRS rules regarding taxability of the County providing clothing/uniforms to be worn in the course of employment:

Autopsy Assistants

- Will be issued up to four (4) shirts, either short or long sleeve – style to be determined by the County.

- Autopsy Assistants will be reimbursed up to $150 at the time of hire and at the start of each biennium for protective footwear.

Medical Examiner Investigators

- Will be issued up to six (6) shirts, either short or long sleeve – style to be determined by the County.

- Will be issued one (1) outerwear jacket, one (1) windbreaker and one (1) baseball style hat – style to be determined by the County.

Unless otherwise stated above, r~~R~~eplacement of clothing will occur annually if needed.

10.2 All employees required by the County to use their private cars for official business, as directed by the County, shall be compensated at the current IRS mileage rate. Maximum use shall be made by employees of County-owned vehicles in order to avoid use of employees' cars. Compensation shall not be made for employees traveling from home to work and return.

10.2.1 The practice of allowing the on-call Medical Examiner Investigator to take a work vehicle home shall continue so long as the investigator resides within Clark County (exceptions will be considered by the Medical Examiner or his/her designee on a case by case basis), and work schedules and the number of vehicles available allow. No other employees may take work vehicles home without the specific permission of the Medical Examiner or designee.

10.3 The County will consider requests to replace County and personal equipment and clothing damaged or destroyed beyond normal wear and tear while on duty, subject to its policies and standards.

ARTICLE 11. SENIORITY

11.1 Except as otherwise defined in this Agreement, Seniority shall be defined as follows:

11.1.1 Seniority is determined by the length of an employee's continuous active employment within a class for the purposes of step increases.

11.1.2 Seniority is determined by the length of an employee's continuous active employment with the County for purposes of retirement eligibility and layoff.

11.2 The County will provide the Union one copy of the seniority list each year upon request.

11.3 Except as provided under the definition of re-employment, an employee shall lose all seniority in the event of termination for just cause or voluntary resignation. Employees shall maintain, but not accrue, seniority during leaves of absence of 15 days or more. Employees shall continue to accrue seniority during the following:

11.3.1 Military, US Public Health and Peace Corps Leave

11.3.2 Industrial injury leave

11.3.3 Medical leaves of absence not to exceed 3 months

11.3.4 Leave without pay of less than fifteen (15) days

ARTICLE 12. LAYOFFS AND RECALL

12.1 The Medical Examiner's Office may layoff any employee in the department 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 employer'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 class for which the regular or probationary employee is eligible and available.

12.2 Layoff and recall of probationary or regular employees shall be based on seniority. However, seniority may be bypassed as necessary to ensure that remaining or returning employees are qualified to hold the position(s).

12.3 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 one (1) year, 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. Under no circumstances shall the County hire from the open market while employees on the recall list qualified to perform the duties of the vacant position are ready, willing and able to be re-employed. 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.

12.4 Employees who will be separated from County service shall be provided a minimum of twenty (20) working days notice or pay in lieu of notice (one day's pay for each day of notice below twenty).

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

ARTICLE 13. DISCIPLINE/DISCHARGE

13.1 The parties agree that the County has the right to discipline employees for just cause.

13.1.1 **Probationary Period.** The first twelve (12) months of employment following hire, rehire or promotion shall constitute the probationary period. Probationary employees may be disciplined at any time during the probationary period without cause or recourse to the grievance procedure.

13.2 Employees (other than those on initial probation or probation pursuant to rehire) shall not be subject to disciplinary discharge without first being warned, in writing, that the objectionable conduct, unless corrected, may lead to discharge; provided, that such prior written reprimand shall not be required where the relevant circumstances indicate that immediate discharge or suspension is warranted.

13.3 Information in the employee's personnel file shall be made available to an authorized Union Representative upon request.

13.4 Personnel Files.

13.4.1 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.

13.4.2 Written warnings placed in an employee's personnel file shall be removed after two (2) years provided that no other problems have occurred.

13.4.3 Employee personnel 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 Medical Examiner's Office, and such other persons or agencies as may be allowed under state and County laws and regulations.

13.5 If any 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/her compliance will not affect the resolution of the grievance.

ARTICLE 14. GRIEVANCE PROCEDURE

14.1 Purpose and Scope.

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

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

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

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

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

14.2.2 Class or class action grievances of bargaining unit-wide application, shall be initially submitted at Step 2. Class grievances are those which would potentially have application to all or most all employees covered by this Agreement.

14.2.3 A grievance must be submitted in writing, and be signed and dated and indicate the step at which it is being filed. Those not meeting the requirements of this Section shall not be considered officially filed or may not be moved to the next step until the missing information is provided. Written grievances and responses must minimally contain the following:

a. A statement of the grievance/response and the facts upon which it is based;
b. A statement of the specific provision(s) of the Agreement that is (are) the basis of the grievance/response;
c. The manner in which the provision is purported to have been violated, misapplied or misinterpreted (or in which the provision supports the response);
d. The date or dates on which the alleged violation, misinterpretation or misapplication occurred; and
e. The specific remedy sought or offered.

14.3 Timelines.

14.3.1 The grievant shall present a grievance within ten (10) working days of its occurrence or the date the grievant should have known of its occurrence, whichever is later. For purposes of the Grievance Procedure section, working days are defined as Monday through Friday, excluding holidays observed by the County.

14.3.2 A grievance or complaint not responded to by the appropriate County representative within the time limits specified at any applicable lower step, may be moved to the next step in the procedure.

14.3.3 The time limits prescribed herein may be waived or enlarged by mutual agreement, in writing, by the aggrieved employee, or the Union in a class grievance, and the appropriate County representative at each step. In particular, the time limits shall be extended by any period of absence of the Medical Examiner and his/her designee which would inhibit the meeting from taking place within thirty (30) days.

14.4 Steps.

14.4.1 **Step 1**. The employee and the Steward, or the employee individually, shall take up the complaint with the Operations Manager. This is considered the informal resolution step and does not require the written elements discussed above.

14.4.2 **Step 2**. In the event the complaint is not satisfactorily settled through these informal attempts, the employee and the Steward shall complete and sign a written complaint, meeting the requirements specified in Section 14.2.3, and forward the grievance within ten (10) working days to the next step in the procedure, the Operations Manager and the Medical Examiner, or his/her representative. The grievance shall be considered and responded to within ten (10) working days.

14.4.3 **Step 3**. If the Union/grievant is not satisfied with the response they may within ten (10) working days proceed with the next step. The grievance shall be forwarded to the Human Resources Director as the Board of County Council~~ommissioner~~'s designee for labor relations unless the matter is within the sole authority of the Medical Examiner. The Human Resources Director shall respond within ten (10) working days.

14.4.4 **Step 4**. If the Union/grievant is not satisfied with the response, the grievance shall be moved to arbitration. The Union shall notify the County, in writing, of submission to arbitration within ten (10) working days after receipt of the County's written response in Step 3 above.

14.5 The Union and the Human Resources Director shall endeavor to mutually agree upon an arbitrator. If a mutually acceptable arbitrator cannot be determined, the party requesting arbitration shall request a list of seven (7) qualified neutrals from the Federal Mediation and Conciliation Service (FMCS) who shall be members of the National Academy of Arbitrators.

Each party shall have the right to reject one panel in its entirety and request that a new panel be submitted. Within ten (10) working days after receipt of the list, the parties shall alternately strike the names on the list, and the remaining name shall be the arbitrator. The party requesting arbitration shall make the first strike.

14.6 The decision of the arbitrator shall be final and binding upon the parties hereto and the arbitrator's fee shall be borne by the losing party. The arbitrator shall not have the power to add to, subtract from, or modify the provisions of this Agreement in arriving at a decision of the issue or issues presented, and shall confine his/her decision solely to the interpretation, application, or enforcement of this Agreement. The arbitrator shall confine him/herself to the precise issues submitted for arbitration, and shall have no authority to determine any other issues not so submitted to him/her.

14.7 It shall be the intention of the parties to settle all differences between the County and the Union through grievance machinery and arbitration in accordance with the provisions of this Agreement.

ARTICLE 15. SAFETY

The County and the Union recognize the need to maintain a safe work environment to ensure protection of the health and safety of employees as well as the general public. All employees shall, in the course of their work, be responsible for utilizing appropriate standard precautions as outlined in the County and Department policies and procedures, as currently exist or may be modified. The County will provide notice to the Union prior to implementing any safety policies or procedures that may impact employee working conditions.

ARTICLE 16. DURATION

This Agreement shall be in force and effect from the effective below date (except where otherwise noted) to December 31, 2018~~4~~ and shall continue in effect from year to year thereafter unless either party gives notice, in writing, at least ninety (90) days prior to any expiration or modification date of its desire to terminate or modify such Agreement; provided, that in the event the Union serves written notice in accordance with this Article, any strike or stoppage of work after any expiration or modification date shall not be deemed in violation of any provisions of this Agreement, any other provisions to the contrary notwithstanding.

APPROVAL

This Agreement, entered into between Clark County and the Medical Examiner's Office Unit, was formally signed and approved on the 27 day of August, 2013.

BOARD OF CLARK COUNTY COMMISSIONERS

Steve Stuart, Chair

CLARK COUNTY

Nikki Costa
Operations Manager

Leslie Harrington Smith
Human Resources Representative

Kathi Curtis
Senior Human Resources Representative

Francine M. Reis
Human Resources Director

MEDICAL EXAMINER'S OFFICE UNIT, INTERNATIONAL LONGSHORE AND WAREHOUSE UNION, LOCAL 8

Patrick McLain
Labor Relations Committee

Jane D. Scott
Medical Examiner Investigator

This Agreement, entered into between Clark County and the Medical Examiner's Office Unit, Local 8, was formally signed and approved on the _____ of _____ 2016.

BOARD OF CLARK COUNTY COUNCILORS

_____

Marc Boldt, Chair

Medical Examiner's Office Unit, International Longshore And Warehouse Union, Local 8

_____

Stuart Strader **Date**
ILWU Local 8

_____

Tim Ogawa **Date**
Bargaining Committee

_____

Brian Miller **Date**
Medical Examiner Investigator

EXHIBIT A

SALARY TABLE

2016 Rates 2.2% (Effective January 1 ,2016)

	Step 1	Step 2	Step 3	Setp 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10	Step 11	Step 12	Step 13	10 Years	15 Years	20 Years
Medical Examiner Investigator Monthly	4126	4227	4327	4417	4505	4619	4733	4849	4966	5092	5215	5237	5259	5359	5461	5563
MEI Regular Hourly	26.39	27.03	27.68	28.25	28.81	29.55	30.26	31.02	31.76	32.56	33.36	33.49	33.63	34.00	34.92	35.96
MEI Standby	9.65	9.89	10.13	10.34	10.54	10.80	11.06	11.34	11.61	11.91	12.19	12.23	12.28	12.44	12.74	13.15
Autopsy Assistant Hourly	20.62	21.15	21.66	22.20	22.74	23.31	23.87	24.47	25.06	25.70	26.36	27.00	27.65			

2017 Rates 2.2% (Effective January 1, 2017)

	Step 1	Step 2	Step 3	Setp 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10	Step 11	Step 12	Step 13	10 Years	15 Years	20 Years
Medical Examiner Investigator Monthly	4217	4320	4422	4514	4604	4721	4837	4956	5075	5204	5330	5352	5375	5478	5582	5685
MEI Regular Hourly	26.97	27.62	28.29	28.87	29.44	30.20	30.93	31.70	32.46	33.28	34.09	34.23	34.37	34.75	35.69	36.75
MEI Standby	9.86	10.11	10.35	10.57	10.77	11.04	11.30	11.59	11.87	12.17	12.46	12.50	12.55	12.71	13.02	13.44
Autopsy Assistant Hourly	21.07	21.62	22.14	22.69	23.24	23.82	24.40	25.01	25.61	26.27	26.94	27.59	28.26			

2018 Rates 2.2% (Effective January 1, 2018)

	Step 1	Step 2	Step 3	Setp 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10	Step 11	Step 12	Step 13	10 Years	15 Years	20 Years
Medical Examiner Investigator Monthly	4310	4415	4519	4613	4705	4825	4943	5065	5187	5318	5447	5470	5493	5598	5704	5810
MEI Regular Hourly	27.56	28.23	28.91	29.51	30.09	30.86	31.61	32.40	33.17	34.01	34.84	34.98	35.13	35.51	36.48	37.56
MEI Standby	10.08	10.33	10.58	10.80	11.01	11.28	11.55	11.84	12.13	12.44	12.73	12.78	12.83	12.99	13.31	13.74
Autopsy Assistant Hourly	21.53	22.10	22.63	23.19	23.75	24.34	24.94	25.56	26.17	26.85	27.53	28.20	28.88			

	Step 1	Step 2	Step 3	Setp 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10	Step 11	Step 12	Step 13	10 Years	15 Years	20 Years
Medical Examiner Investigator Monthly	3880	3975	4070	4154	4237	4344	4451	4561	4671	4788	4905	4926	4946	4999	5136	5232
MEI Regular Hourly	24.81	25.42	26.03	26.57	27.10	27.78	28.46	29.17	29.87	30.62	31.37	31.50	31.63	31.97	32.85	33.82
MEI Standby	9.07	9.30	9.53	9.72	9.91	10.16	10.40	10.66	10.92	11.20	11.47	11.51	11.55	11.69	11.99	12.37
Autopsy Assistant Hourly	19.39	19.88	20.36	20.87	21.38	21.92	22.45	23.01	23.57	24.18	24.78	25.39	26.00			

2014 Rates (2% Increase)

	Step 1	Step 2	Step 3	Setp 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10	Step 11	Step 12	Step 13	10 Years	15 Years	20 Years
Medical Examiner Investigator Monthly	3958	4055	4151	4237	4322	4431	4540	4652	4764	4884	5003	5024	5045	5099	5239	5336
MEI Regular Hourly	25.31	25.93	26.55	27.10	27.64	28.34	29.03	29.75	30.47	31.24	32.00	32.13	32.26	32.62	33.50	34.50
MEI Standby	9.25	9.49	9.72	9.92	10.11	10.36	10.61	10.88	11.14	11.42	11.70	11.74	11.78	11.93	12.23	12.62
Autopsy Assistant Hourly	19.78	20.28	20.77	21.29	21.81	22.36	22.90	23.47	24.04	24.66	25.28	25.90	26.52			

Note: For the MEI group the wage table reflects the following: All Step values through Step 7 have 2 weeks of vacation with the base salary. The following provides an explanation for how vacation/holidays impact monthly salaries:

1. 1.925% of Step 11 for one (1) additional week (to 3 weeks) of vacation at 10 years.
2. 3.85% of Step 13 for two (2) additional weeks (to 4 weeks) of vacation at 15 years.
3. 5.775% of Step 13 for three (3) additional weeks (to 5 weeks) of vacation at 20 years
4. 0.385% of monthly base for each additional holiday (2 were added in 2007 to 14 total).

~~Note: Autopsy Assistants have the same holiday and vacation schedule as do M3 employees.~~

~~EXHIBIT B~~

~~Memorandum of Understanding~~
~~Regarding Healthcare Benefits~~

~~THIS IS A MEMORANDUM OF UNDERSTANDING BETWEEN THE UNDERSIGNED PARTIES REGARDING A CLARK COUNTY MULTI-PARTY HEALTHCARE COMMITTEE.~~

~~PURPOSE: IT IS THE PURPOSE OF THE HEALTHCARE COMMITTEE, WORKING WITHIN THE NEGOTIATED PARAMETERS, TO SEEK A BALANCE BETWEEN THE CONTINUANCE OF THE QUALITY OF CARE TRADITIONALLY PROVIDED TO THE COUNTY'S REPRESENTED EMPLOYEES AND KEEPING THE PARTIES' COSTS TO A MINIMUM, WHILE MEETING LEGAL AND CONTRACTUAL OBLIGATIONS.~~

~~COMMITTEE MEMBERSHIP: THE COMMITTEE SHALL BE COMPRISED OF TWO REPRESENTATIVES FROM EACH BARGAINING UNIT (INCLUDING REPRESENTATION FROM THEIR RESPECTIVE UNION STAFF), TWO (2) REPRESENTATIVES FROM THE RANKS OF THE NON-REPRESENTED EMPLOYEES AND UP TO EIGHT (8) REPRESENTATIVES FROM MANAGEMENT PROVIDED THAT BARGAINING UNIT REPRESENTATION SHALL ALWAYS MAKE-UP NO LESS THAN TWO-THIRDS (2/3) OF THE TOTAL MEMBERSHIP. RATIFICATION OF THIS MEMORANDUM OF UNDERSTANDING BY THE SIGNATORIES SHALL EMPOWER EACH PARTY'S SELECTED REPRESENTATIVES TO REACH A BINDING DECISION. SUCH DECISIONS SHALL BE REACHED BY A TWO-THIRDS (2/3) MAJORITY OF ALL MEMBERS OF THE COMMITTEE PRESENT OR VIA PROXY. MEMBERS WHO WILL BE ABSENT DURING A MEETING MAY PARTICIPATE IN DECISIONS BY SUBMITTING A VOTE BY PROXY.~~

~~ONE (1) UNION REPRESENTATIVE AND ONE MANAGEMENT REPRESENTATIVE WILL BE SELECTED TO SERVE AS MEETING COORDINATORS WHO WILL SET MEETING TIMES AND PLACES, PREPARE AGENDAS AND ARRANGE FOR MEETING MINUTES TO BE PREPARED AND DISTRIBUTED.~~

~~PARAMETERS OF THE COMMITTEE: THE COMMITTEE IS AUTHORIZED TO DETERMINE HEALTHCARE BENEFITS FOR THE PARTIES BASED UPON THE FOLLOWING PARAMETERS:~~

- ~~THE COMMITTEE SHALL RESEARCH AND MAKE DECISIONS ABOUT THE STRUCTURE, COVERAGE, DESIGN, AND PLANS, EXCLUDING ELIGIBILITY, OF MEDICAL, VISION AND DENTAL INSURANCES PROVIDED TO EMPLOYEES. * ANY MODIFICATIONS SHALL NOT NEED FURTHER RATIFICATION BY THE BARGAINING UNITS. ANY SUCH MODIFICATIONS MUST BE IN KEEPING WITH THE SPIRIT OF THIS MOU AS ORIGINALLY CREATED.~~
- ~~THE COMMITTEE WILL BE RESPONSIBLE TO ENSURE PLAN DESIGN ENCOMPASSES FEDERAL AND STATE LAWS.~~
- ~~[IN CONSIDERATION OF THE PROVISIONS OF THE AFFORDABLE CARE ACT], A HIGH DEDUCTIBLE HEALTH PLAN (HDHP) WITH A HEALTH SAVINGS ACCOUNT (HSA) WILL BE INCLUDED AS [AN ADDITIONAL] VOLUNTARY PLAN~~

~~OPTIONS, ALONG WITH AN HMO PLAN AND A NON-HMO PLAN, NO LATER THAN JANUARY 1, 2014. THE PARTICULAR DESIGN ELEMENTS OF THE PLAN WILL BE THE RESPONSIBILITY OF THE COMMITTEE.~~

- ~~THE COMMITTEE SHALL DETERMINE THE COST DISTRIBUTION FOR THE PAYMENT OF INSURANCE PREMIUMS BETWEEN THAT PORTION CONTRIBUTED BY THE COUNTY AND THAT WHICH MAY BE CONTRIBUTED BY THE EMPLOYEE. THE COMMITTEE SHALL MEET ON COUNTY TIME, BUT THE COUNTY SHALL NOT BE REQUIRED TO PAY OVERTIME TO ANY MEMBER DUE TO THE SCHEDULING OF DAYTIME MEETINGS OUTSIDE SOME MEMBERS' NORMAL WORK SHIFTS. COMMITTEE MEMBERS MEETING OUTSIDE OF THEIR REGULARLY SCHEDULED SHIFT WILL BE PERMITTED TO FLEX OR ADJUST SCHEDULES IF POSSIBLE TO ACCOMMODATE MEETING ATTENDANCE.~~
- ~~AS THE LAST ITEM ON ITS AGENDA, THE COMMITTEE SHALL DRAFT AND PUBLISH AN UPDATE OF THE MEETING.~~
- ~~DEPARTMENTS WITHIN THE COUNTY WILL PROMPTLY PROVIDE ALL REQUESTED INFORMATION ABOUT INSURANCE THAT IS IN THE POSSESSION OF THE DEPARTMENTS.~~
- ~~THE COMMITTEE WILL SET MEETING DATES AS DETERMINED NECESSARY.~~

~~BUDGET FOR THE COMMITTEE:~~ ~~THE COUNTY'S FINANCIAL COMMITMENT TO FUNDING HEALTHCARE BENEFITS SHALL BE LIMITED PER THE PER EMPLOYEE PER MONTH (PEPM) BUDGET IDENTIFIED BELOW.~~

~~YEAR~~	~~PER EMPLOYEE PER MONTH COMPOSITE - BUDGET~~
~~2013~~	~~$1,338~~
~~2014~~	~~$1,365~~
~~2015~~	~~$1,392~~

- ~~EMPLOYEES WILL BE RESPONSIBLE FOR CONTRIBUTING 7% OF THE COMPOSITE COST EACH YEAR; AND IF COSTS EXCEED THE COMPOSITE BUDGET AND EMPLOYEE CONTRIBUTION BOTH THE COUNTY AND EMPLOYEE SHALL SHARE IN THE EXCESS COST ON A 50/50 BASIS.~~

~~DECISION MAKING:~~

- ~~THE COMMITTEE MAY CHOOSE TO WORK WITH A MEDIATOR. THE MEDIATOR SHALL NOT BE A VOTING MEMBER OF THE COMMITTEE. HOWEVER, IF THE HEALTHCARE COMMITTEE IS UNABLE TO REACH A DECISION FOR ANY BENEFIT YEAR BY OCTOBER 1, THE MEDIATOR SHALL DIRECT A SOLUTION. SUCH SOLUTION SHALL BE BINDING ON ALL PARTIES TO THIS MEMORANDUM OF UNDERSTANDING. THE MEDIATOR'S SOLUTION SHALL BE WITHIN THE PARAMETERS OUTLINED ABOVE, BASED UPON HER/HIS UNDERSTANDING OF THE POSITIONS OF THE PARTIES GAINED THROUGH THE MEDIATION PROCESS. THEREFORE A FORMAL HEARING SHALL NOT BE NECESSARY.~~

~~• IF ANY COSTS ARE ATTACHED TO THE MEDIATOR'S WORK THEY SHALL BE PAID AS FOLLOWS: CLARK COUNTY FIFTY PERCENT (50%); THE REMAINING FEES SHALL BE DIVIDED EQUALLY AMONG THE PARTICIPATING UNITS.~~

~~THIS MOU IS COVERED UNDER THE GRIEVANCE PROVISIONS OF THE COLLECTIVE BARGAINING AGREEMENTS FOR PURPOSES OF THE PARTIES' COMPLIANCE WITH THE TERMS AND CONDITIONS CONTAINED HEREIN.~~

~~THIS MOU SHALL EXPIRE DECEMBER 31, 2015~~

~~SIGNATURES:~~

EXHIBIT B

MEMORANDUM OF UNDERSTANDING
REGARDING HEALTHCARE BENEFITS

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

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

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

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

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

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

1. The Committee shall research and make decisions about the plan design, coverage and tiers, excluding eligibility, of medical, vision and dental insurances provided to employees.

2. The Committee will be responsible to ensure plan design encompasses federal and state laws.

3. Any modifications, under number 1 and 2 outlined herein, shall not need further ratification by the bargaining units. Any such modifications must be in keeping with the spirit of this MOU as originally created.

4. The Committee will not determine services and plan design of any near-site or on-site clinic. The County will present recommended services and plan design to the Healthcare Committee for input prior to presenting a final recommendation. The parties will bargain any impacts on the budget.

5. The Committee will take into consideration, research and make decisions about plan design in order to try to avoid any cost associated with the Affordable Care Act (ACA) tax or charge. In the event the healthcare committee decisions do not avoid the ACA tax or charge, this tax will be borne by the employees and the parties agree to reopen no later than June 30, 2017 to bargain the implementation.

6. A High Deductible Health Plan (HDHP) with a Health Savings Account (HSA) will be included as an additional option, along with an HMO plan and a non-HMO plan. The particular design elements of the plan will be the responsibility of the Committee.

7. The Committee shall determine the cost distribution for the payment of insurance premiums between that portion contributed by the County and that which may be contributed by the employee.

8. The Committee shall meet on County time, but the County shall not be required to pay overtime to any member due to the scheduling of daytime meetings outside some members' normal work shifts. Committee members meeting outside of their regularly scheduled shift will be permitted to flex or adjust schedules if possible to accommodate meeting attendance.

9. As the last item on its agenda, the Committee shall draft and publish an update of the meeting.

10. Departments within the County will promptly provide all requested information about insurance that is in the possession of the Departments.

11. The Committee will set meeting dates as determined necessary.

Budget for the Committee: The County's financial commitment to funding healthcare benefits shall be limited per the Per Employee Per Month (PEPM) budget identified below. The per employee per month composite budget will be fourteen hundred and twenty dollars ($1420).

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

Decision Making:

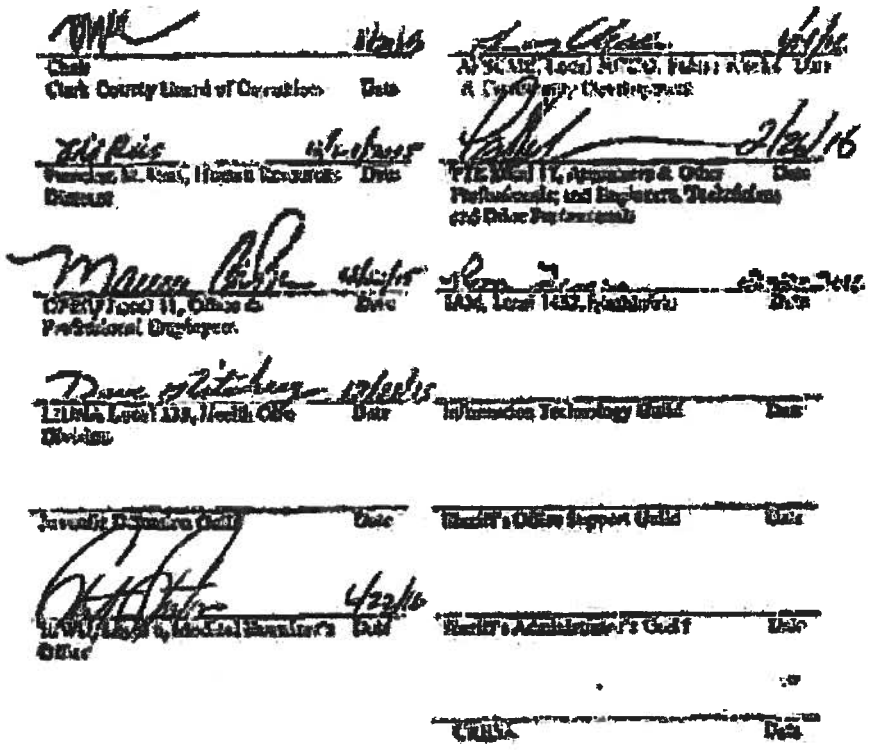
- The Committee may choose to work with a Mediator. The Mediator shall not be a voting member of the Committee. However, if the Healthcare Committee is unable to reach a decision for any benefit year by September 1st, the Mediator shall direct a solution no later than October 1st. Such solution shall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

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

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

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

This MOU shall expire December 31, 2018.



Signatures:

OPEIU Local 11, Office & Professional Employees

AFSCME, Local 307CO, Public Works & Community Development

PTE Local 17, Engineers & Other Professionals

PTE Local 17, Appraisers & Other Professionals

LIUNA Local 335, Health Care Division

IAM, Local 1432, Machinists

Sheriff's Administrator's Guild

Information Technology Guild

Female Detention Officers Guild

Sheriff's Office Support Guild

Francine M. Reis, Human Resources Director

IUOE, Local 8, Medical Examiner's Office Unit

BOARD OF CLARK COUNTY COMMISSIONERS

Marc Boldt, Chair