CLARK COUNTY
STAFF REPORT

DEPARTMENT: Sheriff's Office and Human Resources

DATE: August 18, 2015

REQUESTED ACTION:
Approve Collective Bargaining Agreement between Clark County and Clark County Deputy Sheriff's Guild for the period January 2013 through December 2016, including retroactive payments to former Guild members.

__X__ Consent ____ Hearing ____ County Manager

BACKGROUND
The Deputy Sheriff's Guild (DSG) contract expired December 31, 2012. Bargaining continued and the County and the Guild were unable to reach an agreement. The next step in the process was to go to interest arbitration under the provision under RCW 41.56.465; this was set for August 2015. As a result of additional bargaining, the parties were able to and reach a tentative agreement, and the Guild voted to ratify this tentative agreement. We are presenting this to the Board of County Councilors for their approval. The Agreement covers the period of January 1, 2013 through December 31, 2016.

The key elements of the Collective Bargaining Agreement (CBA) are summarized below.

- Patrol Shift Minimums (Article 7)
  - Clarified Patrol Shift Minimums are established by the Sheriff's Office.
- Compensation Increases (Article 11)
  - January 1, 2013 – General wage increase - 2.0%
  - January 1, 2014 – General wage increase - 2.0%
  - January 1, 2015 – General wage increase - 2.0% plus .5% market adjustment
  - January 1, 2016 – General wage increase – 2.0% plus .5% market adjustment
- Health and Welfare (Article 13)
  - Amended to include the High Deductible Health Plan coupled with a Health Savings Account, and cash payments for opting out of the medical and dental plans.
  - Amended to include interest in avoiding the 2018 excise tax. If no agreement by December 31, 2016, the parties agree to an interest arbitration hearing to be conducted on or before May 1, 2017.
- Uniforms (Article 14)
  - Amended to include all employees who are required to wear uniforms will be provided one (1) Class A Uniform as defined in CCSO Policy 1.30.
- Guild Officer Release Time (Article 4)
  - Amended to increase the number of hours a Guild Officer can use for Guild business.
- Successor Agreement Negotiations (Article 22)
  - Negotiations for a successor agreement will commence no later than April 15, 2016.

* 7 4 2 0 5 8 *

COUNCIL POLICY IMPLICATIONS
No council policy implications.

ADMINISTRATIVE POLICY IMPLICATIONS
No administrative policy implications.

COMMUNITY OUTREACH
Community outreach is not applicable.

BUDGET IMPLICATIONS

YES	NO	
x		Action falls within existing budget capacity.
		Action falls within existing budget capacity but requires a change of purpose within existing appropriation
		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	General fund
Company Name	

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

Chuck E. Atkins
Clark County Sheriff

Francine Reis
Director, Human Resources

APPROVED: _____
CLARK COUNTY, WASHINGTON
BOARD OF COUNTY COUNCILORS

DATE: Aug. 18, 2015

SR# SR 169-15

APPROVED: _____
Mark McCauley, Acting County Manager

DATE: _____

BUDGET IMPACT ATTACHMENT

Part I: Narrative Explanation

Collective Bargaining Agreement between Clark County and Clark County Corrections Officers Guild for the period January 2013 through December 2016 including retroactive payments to former Guild members.

Part II: Estimated Revenues

	Current Biennium		Next Biennium		Second Biennium	
Fund #/Title	**GF**	**Total**	**GF**	**Total**	**GF**	**Total**
GF Contingency	3,403,161	3,403,161				
GF Baseline			$2,940,370	$2,940,370	$2,940,370	$2,940,370
Total	3,403,161	3,403,161	$2,940,370	$2,940,370	$2,940,370	$2,940,370

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**
GF Contingency		3,403,161	3,403,161				
GF Baseline				$2,940,370	$2,940,370	$2,940,370	$2,940,370
Total		3,403,161	3,403,161	$2,940,370	$2,940,370	$2,940,370	$2,940,370

III. B – Expenditure by object category

	Current Biennium		Next Biennium		Second Biennium	
Fund #/Title	**GF**	**Total**	**GF**	**Total**	**GF**	**Total**
Salary/Benefits	3,403,161	3,403,161	$2,940,370	$2,940,370	$2,940,370	$2,940,370
Contractual						
Supplies						
Travel						
Other controllables						
Capital Outlays						
Inter-fund Transfers						
Debt Service						
Total	3,403,161	3,403,161	$2,940,370	$2,940,370	$2,940,370	$2,940,370

COLLECTIVE BARGAINING AGREEMENT

between

CLARK COUNTY, WASHINGTON
CLARK COUNTY SHERIFF'S OFFICE

and the

CLARK COUNTY
DEPUTY SHERIFFS' GUILD

January 1, ~~2009~~2013
to December 31, ~~2012~~2016

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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 Deputy Sheriffs' 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 an equitable and peaceful procedure for the resolution of differences, and 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 delivering proper services to the community. Success is predicated on the community's confidence and trust in the organization.

ARTICLE 1
RECOGNITION

1.1 The Employer recognizes the Guild as the exclusive bargaining agent for all regular full-time employees in classifications of Deputy Sheriff I, Deputy Sheriff II and Sergeant.

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 (PDO), compensatory time off, sick leave, jury and civic duty, bereavement and pallbearer leave, LEOFF I disability leave, workers' compensation, 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. Active employment also includes disciplinary suspensions.

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.

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

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

DISCIPLINE: May include oral and written reprimands, suspension, demotion, and discharge.

EMERGENCY: An unforeseen set of circumstances 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 fifteen (15) calendar days or longer.

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

PAST PRACTICE: A course of conduct of which both parties principals are aware of and is of sufficient duration such that the parties may be assumed to have consented to the course of conduct.

PROBATIONARY PERIOD: The first twelve (12) months of employment following hire, rehire or promotion. Unpaid leave shall not count toward the completion of the probationary period. For newly hired employees, the twelve (12) month probationary period shall begin with the employee's first day of assignment within the Sheriff's Office, or the first day following academy graduation, whichever is later. However, newly hired Deputy II's shall not be required to remain on probation exceeding fifteen (15) months from date of hire. A Deputy Sheriff II who has not successfully passed the Equivalency Academy will have not successfully completed probation. 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 within the Enforcement Division of the Sheriff's Office with a higher maximum salary range.

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

REEMPLOYMENT: Rehire of an employee in a classification in which the employee had been formerly employed and had satisfactorily completed the probationary period with a break-in-service of not more than twelve (12) months. Upon reemployment, the amount of service and seniority previously acquired shall be reinstated, 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.

REHIRE: Rehire of an employee into a different classification or after a break in service of more than twelve (12) months.

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 (FLSA).

SHERIFF: Means the Sheriff or his/her designee.

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

ARTICLE 3
GUILD SECURITY AND CHECKOFF

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 and not exceeding the maximum agency fee that may be assessed as a matter of law.

3.2 Fair share and religious tenets exception. Employees may elect to not be members of the Guild, and instead pay a fair share fee to the Guild for Collective Bargaining and contract administration services rendered by the Guild as exclusive representative of employees covered by their Agreement. Such fair share payments shall be deducted from the earnings of non-members and remitted to the Guild. 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 is 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) calendar days. If compliance is not attained within the aforementioned ten (10) calendar 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 pursuant to RCW 41.56.110 shall be forwarded to the address and individuals specified by the Guild on a regular payroll schedule. No dues or initiation fees shall be deducted from an employee's pay unless the employee has executed and provided the Employer and the Guild with individual copies of the required authorization form. No additional payroll deductions are authorized except as specified herein.

3.5 The Guild shall hold the Employer harmless against any claims, including any claim brought by a Fair Share member for violation of the Fair Share rights, brought against the Employer by an employee arising out of the Employer making a good faith effort to comply with this Article, including costs and attorney fees.

ARTICLE 4
GUILD RIGHTS

4.1 Notifications. 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. Upon request, the Employer shall furnish the Guild with a list of all active employees within the bargaining unit.

4.2 Release Time and Guild Access.

4.2.1 The Guild's officers and attorneys shall have reasonable access to the Sheriff's Office during working hours, providing they do not interfere with or cause employees to neglect their work.

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, Weingarten representation, 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 appropriate command level officer (or immediate supervisor, if not on duty) 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/her designee.

4.3 Bargaining Release Time. The Guild's bargaining team shall be permitted to attend bargaining sessions with the Employer without loss of pay relative to securing contract renewal. The Guild's bargaining team may include up to six (6) persons, including the spokesperson. All employee bargaining team members who would otherwise be in paid status during scheduled meetings shall be on paid release time, except that no overtime shall be payable for release time activities occurring outside the employee's regular shift.

4.3.1 Employee bargaining team members attending on off-duty time may flex their schedule, regardless of the County's established patrol shift minimum, 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.

4.3.2 Unless mutually agreed, attendance in on-duty status shall be limited to twelve (12) sessions plus mediation. If a successor Agreement is not tentatively agreed to by the twelfth session, the parties (unless otherwise mutually agreed) shall declare impasse. Attendance at negotiation sessions shall not result in any overtime liability to the County.

4.4 Guild Business.

4.4.1 ~~Up to three (3)~~ Guild officers shall be allowed up to a collective total of ~~ninety-six~~one hundred twelve (~~96~~112) hours per year, with pay, for Guild business directly related to the collective bargaining relationship between the Guild and the County. No pay or overtime shall be payable to Guild officers for Guild business which occurs outside of the Guild officer's scheduled shift.

4.4.2 Employees may request other leave (paid or unpaid) to represent the Guild at conferences. Such other leave requests shall be reviewed consistent with procedures and criteria for other leaves of absence and approved or denied at the discretion of the Sheriff or his/her designee.

4.4.3 Guild officers requesting paid or unpaid leave pursuant to this Section shall submit a written request for such leave to the Sheriff or his/her designee as far in advance as practical.

4.4.4 Except as otherwise provided herein, Guild business shall be conducted on the employee's own time.

4.5 Payroll Reporting.

4.5.1 All paid time spent by Guild officers and members in release time activities shall be reported under code UNR (union release time) on employee time sheets for payroll purposes.

4.5.2 All paid time spent by Guild officers and members on Guild business under Section 4.4, shall be reported under code UNB (union business leave) for payroll purposes.

4.5.3 All paid time spent by Guild officers and members in release time for the purposes of collective bargaining negotiations shall be reported under code UNN (union negotiations release time) on employee time sheets for payroll purposes.

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

4.6 The Employer shall provide copies of this Agreement to the Guild for distribution to its membership. The contract may be made available to the membership either electronically or on CD.

4.7 Use of Employer Resources.

4.7.1 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.

4.7.2 The Guild may use County communications resources (telephone, voice mail, E-Mail, mail distribution, bulletin boards) 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 with the County only in an emergency or upon approval of the Sheriff or his/her designee.

4.8 The Guild shall provide reasonable notice to the Sheriff in writing of Guild meetings, indicating the date, time and place of such meetings. Attendance of Guild members while on duty shall be requested and approved, provided such attendance can be scheduled without unreasonably interfering with the Sheriff's Office operations. On-duty Guild members attending Guild meetings shall be subject to call.

4.9 The Employer and the Guild agree to create an open communication procedure for the purpose of mutual problem-solving, planning and initiating discussions regarding matters of general concern to employees of the Sheriff's Office as opposed to grievances. The work of the parties under the communications procedure shall in no way add to, subtract from, alter or amend the labor Agreement unless such agreement is reduced to writing and signed by authorized representatives of the Guild, the Sheriff, and the County. Settlement of formal grievances shall likewise be accomplished in writing and signed by authorized representatives of the Guild, the Sheriff and the County. Either the Guild or the Employer may initiate discussions on subjects of a general nature affecting the employees of the Sheriff's Office. The coordinators of the communications procedure will be the Guild President (or his/her designee) and the Sheriff or his/her designee. The make-up of the committee shall be determined at the time the parties agree to initiate discussions regarding a particular subject or matter.

ARTICLE 5
MANAGEMENT RIGHTS

5.1 Subject to the terms of this Agreement and applicable law, the Employer retains the right to exercise the traditional functions of management, including the right to:

5.1.1 Direct the work force and determine the methods and means by which operations are to be carried out;

5.1.2 Hire and promote employees;

5.1.3 Discipline employees for just cause;

5.1.4 Maintain the efficiency of Sheriff's Office operations;

5.1.5 Lay off employees because of curtailment of expenditures, reduction of work, or for like causes;

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

5.1.7 Determine the equipment to be used (subject to impacts bargaining on safety issues).

5.1.8 Adopt and maintain performance standards and evaluations for all bargaining unit members on an ongoing basis. Changes in the standards that affect mandatory subjects or which have mandatory impacts shall be bargained before implementation.

5.2 The County and the Guild agree that a continuing duty to bargain exists under RCW 41.56 prior to the transfer of bargaining unit work.

ARTICLE 6
NO STRIKES/LOCKOUT

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, sickout, sitdown, 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, sickout, sitdown, 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 ~~Commissioners~~ 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.

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. Other leaves, such as maternity, bereavement, and military leave are covered in Article 8 (Sick Leave), or Article 9 (Other Leaves).

7.2 Except as provided below, PDO for regular full-time employees shall be accrued in accordance with the following schedule[1]:

[1] Actual per pay period earnings are based on the hours per year entitlement and rounded to two decimal points (e.g.: earnings at 10 years are actually 11.6666666 hours per pay period).

Completed Years of Service	Hours per Pay Period	Hours per Year	Days per Year (8 hour)	Max Hours
start	9.33	224	28	298
1	10.33	248	31	330
5	11	264	33	351
10	11.67	280	35	372
15	12.33	296	37	394
20	13	312	39	415
25	13.67	328	41	436

7.2.1 Employees shall accrue PDO each pay period according to the new schedule. However, employees earning PDO at a higher rate as of February 28, 1999, under the 1995-1997 schedules, shall be allowed to continue to accrue at that rate until such time as this schedule would result in an increase. The rates for employees based upon date of hire are shown in the tables in Appendix C.

7.3 PDO shall be credited based on paid hours to each employee's account based upon completed years of continuous service. Employees may accumulate up to the equivalent of 1.33 times their annual accrual rate. Exceptions to the maximum accrual shall be allowed by the Sheriff or his/her designee where the Sheriff's reasonable operating needs do not allow an employee to use PDO prior to reaching the maximum accumulation, provided the employee agrees to a plan to reduce his accumulated PDO below the ceiling within sixty (60) days and the employee has complied with the minimum usage requirements under Section 7.6.

7.4 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

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

7.4.2 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.

7.5 Employees may not use accrued PDO 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.

7.6 Scheduling of PDO days.

7.6.1 Definitions.

7.6.1.1 Vacation time: To include PDO, Comp time off, and Comp 2 time off (Kelly hours).

7.6.1.2 Extended Leave: Any leave, other than vacation time, that is longer than two (2) contiguous full work week rotations. Examples include, but are not limited to, training, sick, FMLA, military, leave of absence and civil.

7.6.2 The annual scheduling of PDO days by seniority, as defined by Article 15, shall be in accordance with established Sheriff's Office procedures and shall require the scheduling of at least ten (10) shifts (four (4) shifts for probationary employees) of PDO time on a seniority basis. The maximum number of vacations allowed at any time shall be consistent with the Sheriff's Office's reasonable operating needs. All requests for PDO's shall be submitted in writing to the employee's immediate supervisor. Shift changes shall not affect previously approved vacation PDO's when the change is initiated by the Sheriff's Office.

7.6.3 All other requests for PDO's shall be considered within the shift/unit on a first-request-first-granted basis subject to the Sheriff's Office's reasonable operating needs. In the case of simultaneous employee requests, seniority, as defined by Article 15, shall prevail. Such requests must be approved by the appropriate supervisor as established by Sheriff's Office Rules. Normally, at least five (5) working days advance notice of the absence will be required unless mutually agreed upon shorter notice is provided.

7.6.4 Employees must notify the Sheriff's Office as soon as possible in the case of unforeseen illness or emergency and request appropriate leave.

7.6.5 The County agrees to fully staff patrol squads annually by no later than January 15th. The Guild understands that January 1st through January 15th of each year is a transitional period for employees to move to their respective squads and time off can be limited to approval by the supervisor only if staffing on the squad allows. Between January 15th and December 31st of each year, at least one (1) person from each patrol squad can be granted vacation time off on any day. Additional employees may be granted vacation time off if staffing allows or at the discretion of the Sheriff or designee.

As of January 15th each year every patrol squad will have enough staffing to allow at least one (1) employee per patrol squad off for vacation time. If adequate staffing is not provided, overtime will be approved, if necessary, to allow one (1) employee off for vacation time. Alternatively, the County will use the cut back schedule to staff patrol quads to allow a minimum of one (1) employee vacation time off at any given time. In the case of a patrol squad employee taking extended leave, the County shall provide staffing to the affected patrol squad according to the established cut back schedule for the duration of the extended leave. If the County does not provide staffing to the patrol squad to replace the employee on extended leave, overtime will be approved to allow a minimum of one (1) employee to take vacation time off at any given time.

Except as provided by Section 7.6.2 of the current collective bargaining agreement, vacation time off that has been approved shall be honored by the County regardless of overtime impact.

7.7 Employees may sell back a maximum of sixty (60) hours of accrued PDO time per year, provided the employee has taken a minimum of eighty (80) hours of PDO time in the twelve (12) months preceding the sell back request.

7.7.1 Two (2) opportunities to sell back PDO hours shall be offered per year in June and December. Requests must be submitted by May 15 and November 15, respectively, on forms designated by the payroll office.

7.7.2 The total of PDO hours sold back may not exceed the maximum hours limitation but may be apportioned according to the employee's choice between the June and December periods.

7.7.3 The PDO sell-back option is subject to availability of funds. PDO sell backs may be restricted or suspended by the County. In the event PDO sell back requests exceed available funds, procedures will be developed to equitably apportion PDO sell backs among employees with pending requests.

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 PDO at the employee's regular rate of pay including premiums but excluding non-pay items such as clothing allowance.

7.9 PDO requests shall not be denied unless the granting of the request would cause the Sheriff's Office to fall below established minimums. Patrol shift minimums for the calendar year will be established by the Sheriff's Office and posted in conjunction with the annual patrol shift bid set forth in this Agreement. The established minimums shall be in place during the annual patrol shift bid and will be determinative in the granting of PDO seniority bid time off in conjunction with the annual patrol shift bid. After the annual patrol shift bid, ~~The~~ the Sheriff's Office reserves the right to change established minimums at anytime. After the annual patrol shift bid and annual PDO seniority bid, ~~S~~scheduled PDO time may be amended to allow the Sheriff's Office to meet emergency situations (Acts of God, natural disasters, civil unrest or

governmental declaration of emergency). However, where such changes are initiated, the Sheriff's Office will explore other alternatives where non-recoverable funds are involved.

ARTICLE 8
SICK LEAVE

8.1 Sick leave is provided for illness or injury incapacitating the employee to perform his/her work, contagious disease whereby his/her attendance at work would create a direct threat to the health of fellow employees or the public, or as otherwise provided by law or this Article. The employee, the Guild, and the Employer recognize that sick leave is a benefit to the employee and should be viewed as insurance and its use is subject to certain conditions and restrictions as defined herein.

8.2 Sick Leave Accruals.

8.2.1 An employee on LEOFF Plan I shall have the option of using sick leave or going on LEOFF Plan I Disability, as provided by RCW 41.26. Employees on the LEOFF Plan I shall accrue forty-eight (48) hours sick leave per year.

8.2.2 An employee on the LEOFF Plan II shall accrue sick leave at the rate of forty-eight (48) hours per year. This accrual may be used for both on and off the job injuries or illness.

8.2.3 All PERS employees shall accrue sick leave at the rate of forty-eight (48) hours per year. This accrual may be used for both on and off the job injuries or illness.

8.2.4 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.

8.2.5 Employees working less than full time shall accrue sick leave at the same rate, but in proportion to the number of hours worked.

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

8.3 Maximum Accumulation. Sick leave may be accumulated up to a maximum of 1200 hours.

8.4 Workers Compensation Integration.

8.4.1 LEOFF Plan II 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, that officer may charge his/her sick leave account

for the difference between any compensation received from the Worker's Compensation Insurance and the officer's normal take home pay. All compensation paid for a temporary disability that extends beyond six (6) days shall be in accordance with the standards and procedures set forth in RCW 41.04.

8.4.2 All employees not covered by the LEOFF System Plan I or Plan II 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, that employee may charge his/her sick leave account for the difference between any compensation received from the Worker's Compensation Insurance and the employee's normal take home pay.

8.4.3 Any employee injured on-the-job, and subject to and/or receiving benefits pursuant to the Washington State Worker's Compensation Act, who attends appointments with health care providers as a result of their on-the-job-injury, shall do so in a paid status without loss of pay when such appointments occur during an employee's regularly scheduled work shift. If such appointments are attended during an employee's regularly scheduled time off then no additional pay, other than that provided by the Worker's Compensation Act, shall be due to the injured employee. At the option of the employee, the employee may choose to use paid accrued leave to cover such appointments that would otherwise be unpaid time.

8.5 Any use of sick leave which requires a leave of two (2) full working days or less 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.

8.5.1 The Sheriff will allow exceptions to the two (2)-day eligibility rule for charges to sick leave, on a case-by-case basis, in those instances where an employee is afflicted with a life-threatening disease (e.g. cancer, leukemia, polio, kidney failure) that requires repeated treatments on a regular basis of less than two (2) consecutive day's leave. Exceptions will also be considered when employees are required to utilize more than six (6) days of PDO time in any twelve (12)-month period when required to attend to an ill family member.

8.5.2 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, dependant children and parents. Sick and/or unpaid leave may be allowed to care for such other relatives and in such circumstances as permitted by state and federal family leave laws. Nothing in this Section shall be construed to be in violation of the federal or state laws concerning family leave and the parties agree to reopen this section as necessary to attain compliance with changes to state and federal leave laws.

8.6 Sick leave shall be reported daily unless other arrangements have been made to the employee's appropriate supervisor or a person designated to act on his/her behalf. The Sheriff's Office may require medical/physical examinations as necessary to verify the need for the absence or the ability to return to duty, provided the examination is job related and consistent with legal requirements and business necessity. 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.

8.7 Sick Leave Payoff. Employees who retire, voluntarily separate from service in good standing, and/or are laid off from the County with more than ten (10) years of service will be paid for a maximum of four hundred fifty (450) hours of accrued but unused sick leave at their base rate of pay, beginning with their 201st hour.

ARTICLE 9
OTHER LEAVES

9.1 Civic Duty Leave. Leave with pay shall be granted as necessary to allow employees to serve as a member of a jury, to take examinations for County positions, or to vote. Any compensation received by the employee for such duties, excluding mileage allowance, shall be waived, remitted to the County, or, in the alternative, the County shall pay the difference between the employee's regular salary and the fees received. Employees shall be required to report to work for any portion of their regularly scheduled shift during which they are not actually serving on a jury or waiting to be assigned to a panel of jurors. Service as a witness in matters arising from the course and scope of employment shall be considered on-duty time. Service as a witness or party to non-job related matters shall be unpaid or charged against the employee's PDO balance. An employee called to jury duty shall temporarily be assigned, whenever reasonably possible, to work day-shift provided he/she gives his/her supervisor notice seven (7) days prior to beginning jury duty.

9.2 Pursuant to the Federal USERRA (Uniformed Services Employment and Reemployment Rights Act) and Washington states's RCW 38.40.060, leave not to exceed twenty-one (21) calendar days in any one (1) year, over and above the annual leave and sick leave which an employee might otherwise be entitled shall be allowed for active training duty to any employee who is a member of the National Guard, the Army, Navy, Air Force, Coast Guard or Marine Corps Reserve of the United States of America. Any authorized period in excess of twenty-one (21) calendar days shall be charged to leave without pay, paid days off, or compensatory time off, at the option of the employee. During the period of military leave, the employee shall receive from the County, his/her normal pay. Employees on authorized military leave shall continue to enjoy all rights afforded by this Agreement and such leave shall not influence employee performance ratings.

9.3 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.

9.4 Parental Leave.

9.4.1 Maternity Leave. Maternity leave shall be granted to a female employee (regardless of marital status) for periods of her certifiable disability from work caused or contributed to by her pregnancy, miscarriage, abortion or child birth. Employees may use accrued sick leave, PDO or compensatory time to continue pay, provided that the Sheriff's Office may request medical verification of the disability for any use of sick leave.

9.4.2 Parental Leave. All employees shall be granted parental leave in accordance with RCW 49.12. A maximum of three (3) working days parental leave shall be allowed any employee upon the birth of his/her child or adoption of a child under one (1) year old. Such parental leave shall be deducted from the employee's accrued paid days off, sick leave or compensatory time off account. Additional paid or unpaid leave will be granted if the mother's or child's health requires the employee's assistance. This leave shall be in addition to any leave granted pursuant to Section 9.4.1.

9.5 Bereavement Leave. A full-time employee shall be granted up to three (3) consecutive work days of paid bereavement leave at the time of a death in the employee's immediate family. Such employee shall be granted up to an additional two (2) days of paid bereavement leave when air travel or one-way land travel of 150 miles or more is necessary. To be eligible for the additional paid bereavement leave, pre-authorization from the Chief or designees is required. Bereavement leave may be used for qualifying family members in the case of imminent death, but the total bereavement leave shall not exceed the three (3) or five (5) work day's limitation.

9.5.1 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) Other relatives living in the employee's household
d) The employee's domestic partner and children, parents, brothers, 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)
e) Any person under the guardianship of the employee

9.5.2 Bereavement leave in excess of Section 9.5 above or for other relatives may be granted with the approval of the supervisor and charged to an employee's vacation, PDO, floating holiday or compensatory time account.

9.5.3 Time off with pay will be allowed for attending the funeral of a County employee. Sufficient PDO time will be allowed to attend funerals of friends or other relatives.

9.6 Absence not on duly authorized leave shall be treated as absence without pay and in addition may be grounds for disciplinary action. Upon his/her return, the employee shall give a written statement to the Sheriff, explaining the reasons for his/her absence.

ARTICLE 10
HOURS AND OVERTIME

10.1 The Sheriff's Office shall retain the right to develop a master schedule of shifts and positions including such 8-hour, 10-hour and 11.75-hour shifts (see 10.1.1 for definition of shifts) as it determines to be in the best interests of effective service. The Sheriff's Office agrees to post the master schedule each calendar year and provide notice to the Guild regarding any permanent changes to the master schedule. The Sheriff's Office further agrees that a continuing duty to bargain exists as to changes to the schedule which affect working conditions within the meaning of RCW 41.56. Temporary schedule changes of less than four (4) weeks may be made without notice.

10.1.1 For the purposes of this Section, the master schedule shall be considered to be:

Unit/Assignment	47-hour	40-hour[2]
Patrol	4-11.75	
Major Crimes/Tactical Detectives/Sex Offender Registration		5-8.5 or 4-10.5
Traffic	4-11.75	or 4-10.5
Courthouse/Civil		4-10.5
Drug Task Force		4-10.5
~~CAIC~~CJC		5-8.5 or 4-10.5
K-9	4-11.75	or 4-10.5
Desk Deputy (light duty) see comment		5-8.5
School Resource Officer		5-8.5
PIO/Case Management		5-8.5
Administrative/Outreach Sergeant		5-8.5 or 4-10.5
Training		5-8.5 or 4-10.5
Background Investigator		5-8.5 or 4-10.5
IA		5-8.5 or 4-10.5
Public Works		4-10.5
Marine Patrol (1/2 year on each schedule)	4-11.75	4-10.5

The master schedule will identify shift start and stop times at the beginning of each year, prior to the bidding process. During the year, no permanent changes beyond one (1) ~~hour (~~hour (+/-) will occur without bargaining as required by Section 10.1.

10.1.2 The definition of shifts as listed in 10.1.1 is as follows, and the parties agree that the traditional references to forty (40)-hour or eight (8)/ten (10)-hour shifts and forty-seven (47)-hour or 11.75-hour shifts shall include the detail and variations indicated in the table.

Any employee working a 4-10.5, with mutual agreement between the supervisor and employee, may work a 5-8.5. Any employee working a 5-8.5, with mutual agreement between the supervisor and employee, may work a 4-10.5.

Shift Parameters	8-hour	10-hour	11.75-hour
On/off pattern	5-2	4-3	4-4, except 4-3 every 5th, 6th or 7th cycle[3]
Shift Length (start/stop)	8.5 or 8.0	10.5 or 10.0	11.75
Paid hours (see 10.4)	8.5 or 8.0	10.5 or 10.0	11.75
FLSA work period	28 days	28 days	23 days

[2] ~~Any employee working a 4-10, with mutual agreement between the supervisor and employee, may work a 5-8.~~

[3] Except that the additional duty day shall alternate between the 5th, 6th and 7th cycles for employees working the "B" side.

10.1.3 The Sheriff's Office agrees that a duty to bargain exists with respect to any of the following changes if intended to be for more than four (4) weeks duration and not undertaken pursuant to Section 10.3 of this Article:

a. addition of new work schedules other than those listed in 10.1.1
b. any change in the designation of shift schedules by function or assignment
c. a change in the starting or stopping times of shifts greater than +/- one (1) hour

10.2 Assignment of employees to positions on the master schedule shall be based on the Sheriff's Office's operating needs and shall be done in accordance with existing Sheriff's Office staffing procedures. However, in addition to existing procedures, the parties have agreed to a Red Box policy which will dictate how permanent, mid-year schedule changes are accomplished. Employees shall be afforded forty eighty (48) hours' notice of any temporary or permanent change except in emergency situations.

10.3 Employees may request temporary variations in their work schedule and such requests will be considered based on the needs of the employee and the Sheriff's Office.

10.3.1 The Sheriff's Office will have sergeants assigned to work swing-shift hours and sergeants to work graveyard shift hours on each of A-side and B-side work schedules. All sergeants on each side shall compete for vacation based on seniority within classification.

10.4 Meal and Rest Periods.

10.4.1 All employees are allowed two (2) rest periods of fifteen (15) minutes each, one (1) in each half of a full-time shift; provided, that employees on the forty-seven (47)-hour schedule shall have three (3) such rest periods; one (1) during each four (4)-hour portion of their shift.

10.4.2 Employees on all shifts will receive a one-half (1/2)-hour paid meal period. Employees on forty (40)-hour shifts must elect at the start of such assignment and each year thereafter whether they wish the paid meal period to be appended to or included in their work schedule (starting and stopping time). For example, an "eight (8)-hour" employee may choose either an 8 or 8.5-hour shift, including the meal period. A "ten (10)-hour" employee may choose either a 10 or 10.5-hour shift. In either case, the employee will be paid for all hours, including the meal period.

10.4.3 The Guild, on behalf of its members, agrees that, for forty (40)-hour employees electing the extended shift, the meal period will not be considered time worked for Fair Labor Standards Act (FLSA) purposes and will be compensated at the straight time rate. However, employees are subject to call during their meal periods; therefore, such call responsiveness will not be considered contractual overtime. To the extent employees are not relieved from duty or are authorized to perform work during their meal period, the additional time will be considered time worked and counted toward the calculation of any overtime compensation due within the affected FLSA work period.

10.5 Employees may trade shifts provided the trade:

10.5.1 Has the advance approval of both supervisors;

10.5.2 Can be accomplished without additional cost to the Employer;

10.5.3 Would not unduly interfere with the operations of the Employer;

10.5.4 Is a voluntary request on the part of the employees and not at the behest of the Employer;

10.5.5 The Sheriff's Office is provided reasonable notice of the trade (except in emergency situations);

10.5.6 The request for the trade shall be in accordance with Sheriff's Office procedures containing, at a minimum, the names and signatures of both parties, date and shift to be traded, the purpose of the trade and approximate date on which a return trade will be made.

10.6 The parties agree that movements of off-duty employees should not be unduly restricted so they can effectively use their time for their own purposes. Questions as to whether restrictions are sufficient to warrant the time being considered work time shall be resolved on the basis of the FLSA.

10.7 Work Period for Overtime Calculation.

10.7.1 Contract Overtime. The work periods for employees covered by this Agreement shall be as follows. For employees working 5-8 or 4-10 schedules, the work period shall be the fixed and regularly recurring period of seven (7) consecutive twenty four (24)-hour periods beginning with the first shift following the employee's weekend break. The work period for employees working the forty-seven (47)-hour schedule shall be the fixed and regularly recurring period of eight (8) (or seven (7) in the 5th, 6th or 7th cycle) consecutive twenty four (24)-hour periods beginning with the first shift following the employee's weekend break.

10.7.2 FLSA Work Periods. The FLSA work periods shall be twenty-eight (28) consecutive days for employees working a forty (40)-hour schedule and twenty-three (23) consecutive days for employees working a forty-seven (47)-hour schedule.

10.7.3 Since FLSA overtime may occur as a result of the "4-3" rotation the parties agreed to additional compensation for employee who work a schedule with the "4-3" rotation in it. The additional compensation for employees who work a schedule with a "4-3" rotation in it shall be forty-eight (48) hours (thirty-two (32) hours overtime times 1.5 equals 48 hours). The additional compensation will be added to the time sheet by employees working the forty-seven (47) hour shift, during the first work period of each quarter (on time sheets submitted on 1/15, 4/15, 7/15, & 10/15). Recording of the additional compensation shall be accomplished by employees electing twelve (12) hours of either compensation (using payroll

code C2P) or compensatory time banked (using payroll code C2E) on time sheets. The code for taking time which was banked through the use of C2E is C2T. However, when an employee is due to transfer to a forty (40) hour schedule prior to working the "4-3" rotation for a given quarter, no such time shall be added. Likewise, should an employee transfer into a forty-seven (47)-hour shift just prior to a "4-3" rotation, he/she shall be eligible for the additional time. The additional time under this Section is not intended to rescind contractual overtime.

10.8 Overtime shall be defined as authorized work performed in excess of the employee's regularly scheduled eight, ten, or 11.75-hour work shift, or forty (40)/forty-seven (47) hours per work period. Time worked for overtime calculation shall include paid leave and compensatory time off.

10.9 Compensation for overtime shall be paid at the rate of time and one-half (1½) the employee's regular rate of pay as defined by the Fair Labor Standards Act. Any 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 one hundred ten (110) hours. Employees who have accumulated one hundred ten (110) hours of compensatory time off will be paid in cash for future accruals. Overtime shall be computed to the nearest quarter hour. Compensatory time shall be scheduled in accordance with procedures set forth in Article 7 of this Agreement.

10.10 Call back pay. A callback is where employees are required to return to work outside of their regular work hours, except for those hours contiguous with the employee's regular shift. All callbacks 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 "outside of an employee's regular work hours" means the employee's scheduled days off and any paid leave (PDO and compensatory time) which has been pre-approved and also means time when an employee has left work for more than one (1) hour on a regularly scheduled work day and an employee is required to return to work.

10.11 Overtime shall be distributed as equitably as practical among available employees in the same classification, work unit and on the same shift, to the extent consistent with the needs of efficient operations. Employees interested in voluntary overtime work shall express such interest in writing to the Sheriff or his/her designee.

10.12 In the event that an employee is called back to work by the Employer for any purpose during authorized leave time, the employee shall not be charged for leave time worked. Employees shall not be placed on standby, on days off adjacent to authorized leave time period unless emergency conditions exist.

10.13 Canine Handlers. Canine handler training activities shall continue to be conducted on-duty. Canine handler care activities shall be compensated by relieving the handlers from all regular work duties one (1) hour prior to the end of the handler's regular daily shift. Although the handler is relieved from regular work duties, the handler shall be compensated for the one (1) hour for the care activities of the canine. This one (1) hour is intended to compensate the handler for off-duty care activities of the canine pursuant to the FLSA. A handler will not

devote more than one-half (1/2) hour per day to care activities of the canine without prior approval from the Sheriff or his/her designee.

10.14 Employees attending Criminal Justice Training Commission. An employee attending class or training at CJTC shall be provided with a vehicle to drive back and forth to training or a class. However, an employee may request to use their own personal vehicle, and if an employee requests to use their own personal vehicle is approved, the employee will be reimbursed for mileage at the IRS rate. The guild will support the Sheriff's Office reasonable requests to arrange carpooling.

10.15 Safety Release Leave.

A. An employee who is assigned to patrol and who is required by the County to work sixteen (16) or more hours in any twenty-four (24) hour ~~work day~~period of time and who is required by the County to work in the next contiguous twenty-four (24) hour ~~work day~~period of time shall be offered the opportunity for at least eight (8) hours off duty before being required to return to active duty status.

B. Prior to working sixteen (16) or more hours in any twenty-four (24) hour ~~work day~~period of time, the employee assigned to patrol shall make the on-duty shift sergeant/supervisor aware that the employee believes their current work assignment may result in the employee working sixteen (16) or more hours in the twenty-four (24) hour ~~work day~~period of time and such work may result in safety release leave.

C. In order to effectuate how safety release leave is to be provided, the following example demonstrates how the employee will be compensated:

1. A Graveyard shift employee works 1900 to 0700 (12 hours worked). The Graveyard shift employee is then required to be in court from 0830-1230 (4 hours worked). A total of 16 hours was worked within a 24-hour ~~work day~~period of time.
2. To ensure that the employee gets 8 hours off duty from 1230-2030, the employee is not due back to work until 2030 and the employee will be compensated for their regular work hours from 1900 to 2030 as safety release leave by the employee choosing to use any of their accrued paid leave except sick leave or Kelly time leave, and the employee will work from 2030 until 0700.

D. If an employee in such a situation chooses not to take safety release time out of his or her leave balance and is assigned safety release time by the shift sergeant, that safety release time shall be paid by the County at the straight time rate.

ARTICLE 11
RATES OF PAY

11.1 Salary Schedule Increases. Wage increases are fully retroactive for current Guild members and former Guild members who left County employment due to retirement or resignation and to former Guild members who are current County employees.

11.1.1 Effective and retroactive to January 1, ~~2009~~2013, the salary schedule shall be adjusted by two percent (~~0~~2.0~~0~~%).

11.1.2 Effective and retroactive to January 1, ~~2010~~2014, the salary schedule shall be adjusted by two percent (~~0~~2.0~~0~~%).

11.1.3 Effective and retroactive to January 1, ~~2011~~2015, the salary schedule in effect on December 31, ~~2010~~ 2014 shall be adjusted by two and one-half percent (2.5~~00~~%). ~~which includes a one-half percent (0.5%) market adjustment~~.

11.1.4 Effective ~~and retroactive to~~ January 1, ~~2012~~2016, the salary schedule in effect on December 31, ~~2011~~ 2015 shall be adjusted by two and one-half percent (2.5~~00~~%). ~~which includes a one-half percent (0.5%) market adjustment.*~~

~~*The 2016 offer is contingent upon Guild's agreement to avoid ACA tax during any status quo period.~~

11.2 Other Salary Provisions.

11.2.1 Salary schedule adjustments shall be applied to each step in the range.

11.2.2 All personnel shall be paid on an hourly basis at the same hourly rate of pay regardless of work schedule. This results in additional pay of approximately 5.28% for forty-seven (47)-hour personnel.

11.2.3 Employees shall be eligible for annual step increases based on twelve (12) months of service at the next lower step.

11.3 Employees whose shift starts between 1200 hours and 1759 hours (inclusive) shall receive a swing shift premium in the amount of thirty cents ($.30) per hour for all paid hours while assigned to said shift. Employees whose shift starts between 1800 hours and 2400 hours (inclusive) shall receive a grave shift premium in the amount of forty cents ($.40) per hour for all hours worked.

11.4 Any regular full-time employee who is assigned to perform substantially all the duties of a budgeted position in a higher classification for one (1) shift or more shall be paid according to the promotional formula in Section 11.5.1 for the duration of the assignment.

11.5 Promotions and Demotions.

11.5.1 An employee who is promoted shall be placed at the lowest step of the range applicable to the promotional position which results in a base increase.

11.5.2 An employee who is voluntarily or involuntarily demoted, or who is reassigned under the provisions of Article 16 - Layoff and Recall shall be placed at the highest step in the new range which does not exceed his/her former salary.

11.6 Employees within the bargaining unit are eligible to participate in the deferred compensation program as established and currently operating. 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 The parties agree to reopen this Section and the definition of active employment under Article 2 should the County propose any modifications to its payroll system and procedures during the term of this Agreement which affect mandatory subjects of bargaining. The County shall continue to make available the Payroll Stabilization Account (PSA) under its present terms and conditions in order to provide employees a voluntary mechanism to even out pay from pay period to pay period.

11.8 Longevity Program.

11.8.1 Plan Design. [NOTE: Reconfiguration of Deputy Sheriff I/Deputy Sheriff II steps into a single Deputy Sheriff step will be done by collaboration - if no agreement, then steps will stay status quo until next negotiation.]

A. Two steps for Deputy II (step 5 and step 6) and Sergeants (step 5 and step 6[4]) are steps in the Deputy II and Sergeant range. Deputy II step 5 and Sergeant step 5 shall be designated for employees with eight (8) years of service. Deputy II step 6 and Sergeant step 6 shall be designated for employees with ten (10) years of service. Employees shall be placed at the requisite step on the first day of the month following their anniversary date.

B. 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.

ARTICLE 12
OTHER PAY PROVISIONS

12.1 Field Training Officer (FTO).

12.1.1 During the hours worked as an FTO, employees shall receive a five percent (5%) out-of-class pay increase. This five percent (5%) is in lieu of receiving the compensatory time formerly provided for the extra duties and responsibilities involved in training new employees and/or reserves.

[4] The range steps for Sergeant were renumbered in 2006 due to dropping the then-first-two steps of the Sergeant pay range.

12.1.2 Employees are eligible for the FTO program when the following conditions are met:

(1) Three (3) years of patrol experience;
(2) Completion of probation; and
(3) Completion of the FTO academy.

12.1.3 The Sheriff's Office reserves the right to change or terminate an FTO assignment at any time. Employees who are under investigation and/or subject to disciplinary action may be removed from FTO status at the discretion of the Sheriff.

12.2 Special Assignment Pay. All members who have completed one year (12 months) of continuous special assignment (in an approved specialty unit) are eligible for special assignment pay of one-and a-half percent (1.5%). Special assignment pay is offered in consideration of the additional knowledge and skills of those employees who are serving or have served in special assignments during their tenure with the Sheriff's Office.

ARTICLE 13
HEALTH AND WELFARE

13.1 Medical and Dental Plan Description and Coverage.

13.1.1 Health Care Plans and Benefits. ~~For plan year 2009 and plan year 2010 the County shall provide and pay the full premium for the medical plans and benefits and dental plans and benefits described in the Health Care Addendum and in effect as of January 1, 2010, attached here as Appendix E, for each eligible employee and his/her eligible dependents.~~

~~**13.1.2** [redacted], the Guild will maintain participation in the County Health care plans and benefits that the Guild had for plan year 2010 (per Grievance Settlement Agreement executed June 3, 2010).~~

~~**13.1.3**~~**2** ~~Effective with the first premium date on or after [redacted], the~~ The Guild will participate in the standard County health care plans and benefits in effect as of January 1, ~~2012~~2013. A summary of the standard County health care plans and benefits are attached as Appendix ~~F~~E.

13.1.2~~3~~ Effective January 1, 2016, a High Deductible Health Plan (HDHP) with a Health Savings Account (H~~A~~SA) will be included as an additional plan option along with the current HMO plan and non-HMO plan described in Section 13.1.2 above. For employees who select the HDHP, the County will contribute (20.83 per pay period per single employee; $41.67 per pay period per family into the employee's HSA.

13.1.34 Waiver of Health Insurance (medical and/or dental). Effective July 1, 2015, an employee may waive health insurance coverage and/or dental insurance coverage and receive cash in lieu of coverage as follows:

13.1.34.1 Medical coverage opt out. With proof of other group medical coverage, full-time employees receive sixty-five dollars ($65) per pay period.

13.1.34.2 Dental coverage opt out. Full time employees receive ten dollars ($10) per pay period.

13.1.~~45~~ Under the PPACA, an excise tax is currently scheduled to take effect in 2018 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, 2016, 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 the excise tax issue) to PERC for an interest arbitration hearing to be conducted on or before May 1, 2017, or as soon thereafter based upon the availability of the PECBA selected interest arbitrator.

13.2 Employee Contribution for Medical/Vision and Dental Insurance.

13.2.1 ~~For plan year 2011, and continuing until September 1, 2012, the Guild will maintain participation in the County Health care plans and benefits that the Guild had for plan year 2010 (per Grievance Settlement Agreement executed June 3, 2010).~~

~~**13.2.2** For the Plan Year 2012, each~~ Each employee will contribute five percent (5%) of the weighted average medical/vision rate and five percent (5%) of the weighted average dental rate based on the tier elected. Weighted average rates will be determined based on DSG enrollment and insurance provider rates.

13.3 Eligibility & Open Enrollment. ~~The following terms will be implemented concurrent with open enrollment, effective for January 1, 2012:~~

A. For the term of this Agreement, Guild members and their eligible dependents covered by County Health Care plans may continue to be double-covered by County Health Care plans. This provision does not apply to domestic partners, except as allowed by law.

Eligible Dependents include legal spouse, domestic partner, and dependent children ~~up to the age of 19 or if the dependent is a full-time student, then the dependent will be eligible to be covered~~ as ~~required~~ set forth by federal and/or state law.

Employee's children who are eligible for coverage as an employee of the County will not also be covered as a dependent of an employee.

Additional dependents may be eligible as required by federal and/or state laws.

B. The County will make available medical/vision and dental coverage for the eligible employee's domestic partner and the domestic partner's eligible dependents per County policy, federal law and/or state law. To access the domestic partner benefits, the employee must complete and have on file with County HR, a County Affidavit of Domestic Partnership or Washington State Domestic Partner Registration.

C. An Employee and his/her covered dependent(s) must be on the same medical/vision plan and the same dental plan.

D. An Employee must participate in both a medical plan and a dental plan unless the employee can prove the existence of other medical and/or dental coverage for the plan year. If waived, the employee may not re-enroll until the next open enrollment or a Qualified Family Status Change occurs.

E. Medical coverage for new employees shall begin on the first day of month following the hire date (e.g., hired August 10, coverage starts September 1); dental coverage will become effective the first of the month following ninety (90) calendar days of employment. All enrollment forms (medical/vision and dental) must be received by the County within thirty-one (31) calendar days from date of hire, otherwise the late enrollee provisions of the insurance contract(s) apply.

F. Reinstatement of coverage for the employee due to a return from an unpaid leave shall be effective the first of the month following the date of the return from leave; 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.

G. Qualified Family Status Changes – enrollment changes as a result of a qualified family status change pursuant to IRC Section 125 and County policy shall be effective the first of the month following the date of the qualifying event; except in the case of newborns and adoptions, coverage is effective on the date of birth or placement in the home. Enrollment changes must be received by the County with the applicable documentation within 31 calendar days (60 calendar days for newborns) otherwise, coverage cannot be obtained until the next open enrollment with coverage effective January 1 of the following year.

13.3.1 The County agrees to provide an open enrollment period annually and not less than thirty (30) days prior to any change in agreed-upon health care plan coverage. Such open enrollment periods shall be not less than two (2) weeks in duration.

13.4 Flexible Spending Accounts (FSA's). The County agrees to make available Dependent Care and Health Care Flexible Spending Accounts as provided in the Internal Revenue Code Section 125.

13.5 Life Insurance. The Employer shall provide each employee a group term life insurance policy in the amount of $20,000, including accidental death and dismemberment coverage, for each eligible employee. Additional employee coverage, or dependent coverage, shall be made available for employee purchase through payroll deduction and is subject to individual evidence of insurability.

13.6 Disability Insurance. The County shall continue the payroll deduction presently established for employee purchase of Guild-sponsored disability insurance.

13.7 Employee Assistance Program (EAP). The County will contract with an outside vendor to offer confidential employee assistance for counseling, family referrals, etc.

13.8 Legal Defense. Each pay period, the County has agreed to provide an additional $2.50 to each Guild member's pay check. This additional money is specifically to be used for the Guild member to obtain legal defense fund insurance. The Guild will administer the collection of money to pay the cost of the legal defense fund insurance (via Guild dues) and the Guild will be responsible to make payments to obtain and enroll each Guild member in a legal defense fund insurance chosen by the Guild. It is agreed that the LDF plan attorney represents the individual and will not have DSG representative status in employment-related matters with the County.

ARTICLE 14
UNIFORMS AND EQUIPMENT

14.1 Plain Clothes Allowance. All employees assigned to plain-clothes duty requiring formal business attire shall be paid a clothing and cleaning allowance of $700.00. All employees assigned to plain-clothes duty requiring informal attire or employees in uniform assignments choosing to wear plain clothes shall be paid a clothing and cleaning allowance of $400.00. Plain clothes' allowances will be paid in equal quarterly payments each year. The first allowance shall be paid upon a permanent assignment to plain-clothes duty. The Sheriff retains the right to determine plain clothes assignments.

14.2 All uniformed personnel will be furnished ~~three~~ four (~~3~~4) sets of the standard approved uniform. All employees in uniformed patrol assignments will be issued calf-length rain coats and ear microphones. Additionally, all employees required to wear uniforms will be furnished one (1) Class A uniform as defined by CCSO Policy 1.30.

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, including sweaters.

14.4 The County shall purchase for those employees required to carry them, a standard service sidearm and a standard set of handcuffs, holster and other gear as required; which the employee will maintain and return to the County upon the termination of service. The County shall determine the standard service sidearm and handcuffs to be purchased.

14.5 In conformance with past practice, the County will provide, for the purpose of training, one hundred (100) rounds of 9mm or .45 caliber ammunition per month for hand guns and 100 rounds of .223 caliber ammunition for rifle in those months in which no formal on-duty Sheriff's Office firearms training is offered to the employee. This does not include rounds issued for qualifying. The range will be open two (2) days per month if there is sufficient usage to justify it. If a DSG-represented employee asks for but is unable to obtain ammunition because the requested ammunition is out of stock, then when there is stock of the ammunition the DSG represented employee will be provided all previous requested back stock of ammunition, up to a maximum 300 rounds.

14.6 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 the County 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.

14.7 The Employer will replace County equipment and uniforms damaged or destroyed including normal wear and tear while on duty. The Employer will replace corrective lenses and hearing aids damaged or destroyed while the employee is on duty. The Employer will replace other authorized personal items damaged or destroyed beyond normal wear and tear while on duty. Personal items will be authorized for purposes of this section if (1) the employee has notified the Employer in writing that he/she intends to carry the item on duty; and (2) the Employer has given authorization to carry the item. The Employer shall act on the matter within twenty-one (21) calendar days from the date the personal item was brought to the Employer's attention. The employee shall assist the Employer in securing restitution or indemnification through the courts.

14.8 Vehicle Use Policy. Non-patrol vehicles shall be subject to availability based on historic call-outs. Patrol vehicles shall be subject to availability based on seniority. Vehicles funded by outside sources shall be exempt from the allocation process. The Sheriff shall determine the number of cars available for take-home use and/or pool use. The parties agree to reopen this agreement should the Sheriff propose any change in the present vehicle usage policy.

14.9 Clark County will, upon request, purchase up to three "breathable" type T-shirt(s) for patrol deputies to wear under their ballistic vest. The brand of T-shirt will be determined by the County. Patrol deputies will be responsible for cleaning the "breathable" type t-shirts.

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 class for the purposes of step increases, scheduling of PDO and compensatory time off, layoff purposes and for shift and assignment bidding. In the event an employee is promoted and subsequently returned to his/her former classification, the

employee's seniority shall be all time served in the classification before promotion and after returning to the classification.

15.1.2 For purposes of determining seniority, the classifications of Deputy I and Deputy II shall be treated as one (1) classification.

15.1.3 Employees hired on the same day shall have seniority determined by the order in which they were selected during the rule-of-three interview. Should Deputy I's and Deputy II's be hired on the same day with separate rule-of-three boards, seniority shall be awarded to the Deputy II.

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

15.2 The Sheriff's Office will provide to the Guild a copy of the seniority list, when requested.

15.3 Except as provided under the definition of reemployment, 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 Military, US Public Health and Peace Corps Leave;

15.3.2 Industrial injury leave;

15.3.3 Medical leaves of absence not to exceed three (3) months;

15.3.4 Leave without pay of less than fifteen (15) days.

15.4 The Sheriff may approve accrual of seniority during educational leave without pay of up to one (1) month when the training is directly related to the employee's present assignment with the Sheriff's Office.

ARTICLE 16
LAYOFF AND RECALL

16.1 The Sheriff's Office may layoff any employee in the Classified Service 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 class for which the regular or probationary employee is eligible and available.

16.1.1 Employees also may be laid-off by being bumped or displaced by former bargaining unit employees in the classification of Commander or from unclassified positions

who are being returned to their former classification of Commander pursuant to RCW 41.14.290. Service in the unclassified position(s) shall be added to seniority in the classification to which reassignment is made ("Roll-down" seniority).

16.2 Layoff of probationary or regular employees shall be made in inverse order of seniority in the classification. In the event that there are two (2) or more employees eligible for layoff with the same seniority, the Sheriff will determine the order of layoff based upon eligibility list position. 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 reemployment 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 classification to which reassignment is requested provided the employee is qualified to perform the assignment. Seniority for bumping 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 may request that the Sheriff's Office place his/her name on the list for a lower classification in the Sheriff's Office 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. 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 recall in the classification from which he/she was laid off, whichever is sooner.

16.4.3 At the time of employee notification of layoff, the Sheriff's Office shall advise the employee of the terms of this Section and the employee shall advise the Sheriff's Office within seven (7) calendar days of any option he/she wishes to exercise under the terms of this Article.

16.4.4 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) calendar days of receipt of such notification or forfeit his/her right to recall under this Article. The employee shall be responsible for reporting their current address to the County.

16.5 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.

16.6 The Employer 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.

16.7 Memorandum of Understanding addressing layoff and other provisions specific to annexations and inter-agency agreements are incorporated herein by reference and are attached as appendices A and B to this Agreement.

ARTICLE 17
DISCIPLINE / DISCHARGE

17.1 The parties agree that the Employer has the right to discipline employees for just cause.

17.2 New hire or rehire probationary employees may be terminated any time during the probationary period, 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 Except as provided herein, disciplinary investigations shall be conducted in accordance with chapters 01.31 "Discipline" and 01.32 "Internal Investigations" of the Sheriff's Office General Orders. The Employer agrees that, except for non-mandatory subjects of bargaining, these chapters will not be amended except by mutual agreement of the Employer and the Guild. The Sheriff's Office may place an employee on administrative leave, with pay, pending an investigation.

17.3.1 In the event an employee is interviewed concerning an action which may result in disciplinary action against that employee, the following process shall be followed to the extent circumstances permit:

17.3.1.1 Prior to the interview, the employee will be informed of the nature of the allegations and will also be notified that he/she has a right to consult with a Guild representative and to have that or another representative present at the interview. The interview shall not be unreasonably delayed due to the employee's election to use a representative.

17.3.1.2 Interview covered under this section shall, to the extent practical, take place at County facilities.

17.3.1.3 Either party may tape record the interview and, if either party exercises this right they will provide a copy of the tape or transcript to the other party upon request.

17.3.1.4 In situations involving the use of force, the employee involved in the use of force shall have the right to consult with a Guild representative or attorney prior to being required to give an oral or written statement about the use of force. The interview shall not be unreasonably delayed due to the employee's election to consult with the representative or attorney.

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/her designee, where the employee or his/her designated representative shall have the opportunity to speak to the reasons for the discipline. The letter setting up the meeting shall contain the elements specified in General Order 01.32.220.

17.5 An employee suspended without pay may request permission to forfeit accrued paid days off in lieu of the suspension.

17.6 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 is warranted.

17.7 Personnel Files.

17.7.1 The personnel file shall be considered the official record of an employee's service. Adverse material for which no corrective action is taken shall not be placed in the personnel file. Employees shall be provided copies of all material to be included in their personnel file and shall have the right to attach statements in rebuttal or explanation. The personnel file shall not include records of counseling, oral reprimands, IA reports, or other adverse materials except those in support of discipline at the level of a written warning or higher.

17.7.1.1 Supervisors in the employee's chain of command may retain working files consisting of performance notes, commendations, and training records not more than twelve (12) months old, along with the most recent performance evaluation for the employee. Records of oral reprimands shall be removed from working files after two (2) years, subject to the requirements in 17.7.2.

17.7.1.2 On a by-appointment basis, employees may request inspection of working files kept in their name and shall have the right to copy materials therein.

17.7.2 Disciplinary Letters. Disciplinary letters placed in an employee's personnel file shall be removed and no longer held against the employee after three (3) years. Removal of records under this Section shall not be accomplished until the required period has elapsed without the occurrence of a similar problem, that is a disciplinary letter shall be "kept alive" by the occurrence of a similar problem. Removal of such material will occur upon written request by an employee to the Sheriff's Office Human Resource Manager. All removed material shall be given to the employee. However, if a request does not comply with the requirements of this Section, the Sheriff's Office Human Resource Manager shall, within thirty (30) days of the request, notify the employee that the request is being denied, including the basis for such denial.

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 any 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/her designee shall respond within thirty (30) days and may, based on bona-fide concerns, deny the employee's request, but such denial shall be subject to the grievance procedure.

17.7.3.5 Disciplinary suspensions 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 files, working files, medical records 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 federal, state and County laws and regulations.

17.7.5 The Sheriff may construct and retain such records of complaints and investigations as are necessary and appropriate to the management of the Sheriff's Office. Information relating to investigations with a finding of exonerated, not sustained, or unfounded may not be considered or introduced in support of any subsequent disciplinary

action. However, findings of not sustained, which indicate a pattern or practice of a particular type of conduct, may be used by the Sheriff's Office for corrective action.

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/her compliance will not affect the resolution of the grievance.

ARTICLE 18
GRIEVANCE PROCEDURE

18.1 Purpose and Scope.

18.1.1 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, enforcement or alleged violation of the terms of this Agreement shall constitute a grievance.

18.1.2 The parties agree that every effort should be made to resolve grievances informally and to settle grievances at the lowest possible level.

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

18.2 Filing and processing requirements and exceptions:

18.2.1 A grievance may be brought under this procedure by one (1) or more aggrieved employees, with or without a Guild representative; or by the Guild as a class grievance (hereafter described as "the grievant").

18.2.2 No grievance shall be processed beyond Step 3 without Guild concurrence and representation.

18.2.3 Class, economic and disciplinary grievances shall be initially submitted at Step 2.

18.2.4 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.

18.2.5 Disciplinary grievances not resolved at Step 2 shall be moved to Step 4 and not processed at the Board of County ~~Commissioners~~ Councilors representative level.

18.3 The grievant shall present a grievance, in writing, within ten (10) working days of its occurrence or the date the grievant should have known of its occurrence, whichever is later. A grievance not brought within the time limit prescribed in Step 1, or submitted within the time limits prescribed for every step thereafter, 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 extended by mutual agreement, in writing, by the aggrieved employee, or the Guild in a class grievance, and the appropriate Employer representative at each step.

18.4 Steps.

18.4.1 Step 1. The grievant shall meet with his/her immediate supervisor within ten (10) working days of the occurrence of the grievance or within ten (10) working days of the date the grievant knew or should have known of its occurrence and orally discuss the grievance. The immediate supervisor shall make a decision and orally communicate this decision to the aggrieved employee within ten (10) working days from the initial presentation of the grievance.

18.4.2 Step 2. If the grievance is not resolved at Step 1, the aggrieved employee shall submit a written grievance to the Sheriff, Chief Criminal Deputy and Sheriff's Office HR Manager and/or designee within ten (10) working days, following the supervisor's oral response. The Sheriff or his/her designee shall respond in writing to this grievance within ten (10) working days.

18.4.3 Step 3. If the grievance is not resolved at Step 2, the employee (or Guild) shall submit the 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 Step 2 response. The Board's designee or Board of County ~~Commissioners~~ Councilors shall respond in writing to this grievance within ten (10) working days.

18.4.4 Step 4. If the grievance has not been resolved, the Guild or the County may refer 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.

18.4.5 All grievances shall address, at a minimum, the following points:

18.4.5.a The statement of the grievance/response and the facts upon which it is based;

18.4.5.b A statement of the specific provision(s) of the Agreement that is (are) the basis of the grievance/response;

18.4.5.c The manner in which the provision is alleged to have been violated, misapplied or misinterpreted;

18.4.5.d The date or dates on which the alleged violation, misinterpretation or misapplication occurred; and

18.4.5.e The specific remedy sought or offered.

18.5 Within ten (10) days, the Guild and the Board or Sheriff or his/her designee (as applicable) shall mutually agree upon an arbitrator. If the parties fail to agree, a list of seven (7) Oregon or Washington qualified neutrals shall be requested from the Public Employment Relations Commission (PERC). Either party shall have the right to reject the first list and request a second list. 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.

18.6 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 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. 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.

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

18.8 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.

18.9 Except as provided in Section 19.1, 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.

ARTICLE 19
GENERAL PROVISIONS

19.1 The provisions of this Agreement shall be applied equally to all employees in the bargaining unit without discrimination and shall be in conformity with any applicable County ordinance, State and/or Federal law. In recognition of State and Federal law prohibiting discrimination, violations of this Section shall not be subject to the grievance procedure.

19.2 All references to employees in this contract ~~designates~~designate both sexes, and wherever the male gender is used, it shall be construed to include male and female employees.

19.3 The Employer agrees to provide each employee access to current Sheriff's Office Manual(s).

19.4 Off-Duty Employment.

19.4.1 Any employee who wishes to take additional employment during off-duty hours will inform the Sheriff in writing and gain permission for off-duty 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 involves misuse of the commission or could adversely affect the employee's on-duty work performance or the Sheriff's Office image or efficiency, the request may be denied by the Sheriff.

19.4.2 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.

19.4.3 As a condition of approval of off-duty employment, 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 deputy 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.

19.5 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 all acts or omissions occurring within the scope of the duties and responsibilities of the employee's employment whether the employee was on-duty or off-duty at the time the employee acted. 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 suit brought against the employee by or on behalf of the County.

ARTICLE 20
SUBSTANCE ABUSE FREE ENVIRONMENT

20.1 Statement of Principle. The Guild, the employees it represents and the Employer are committed to a substance abuse-free working environment that ensures that all deputies are

functioning without the influence of drugs or alcohol. The parties recognize that the use of drugs and/or alcohol which adversely affects job performance in any way constitutes a serious threat to the health and safety of the public, to the safety of fellow employees and to the efficient operations of the Sheriff's Office. Therefore, the parties agree to establish procedures that shall apply if there is reasonable suspicion that an employee is impaired by alcohol or drugs or is in possession of or engaged in the selling of illegal drugs.

20.2 Preconditions to Drug or Alcohol Testing. Before any employee may be tested for drugs or alcohol, the County must meet the following prerequisites.

20.2.1 All employees in the Guild's bargaining unit must be clearly informed of what drugs or substances are prohibited by the County.

20.2.2 Any drug testing policy which is applied to the members of the Guild's bargaining unit must be applied to all sworn personnel.

20.2.3 The County and the Guild shall jointly select and maintain a listing of SAMHSA (Substance Abuse and Mental Health Services Administration) certified laboratories which will perform the testing. Such laboratories will also be used when a Guild member is selecting a laboratory.

20.3 Grounds for Testing.

20.3.1 Random drug testing of any kind is prohibited.

20.3.2 The performance of drug testing by other than the taking of urine samples is prohibited, for purposes of this Article.

20.3.3 Drug and alcohol testing are permitted if the County possesses facts that give rise to a reasonable suspicion that an employee is currently or has recently been engaging in the use of illegal drugs, in the abuse or illicit use of legal drugs, or has consumed alcohol less than eight (8) hours prior to regularly scheduled work or during work.

20.4 Testing Mechanisms.

20.4.1 The following mechanisms shall be used for any drug test performed on members of the Guild:

20.4.1.A Any screening test shall be performed using the Radioimmunoassay (RIA) method. If the laboratory selected by the parties does not provide for RIA testing, then any screening testing shall be performed by Thin Layer Chromatography (TLC). No positive test result shall be reported to the Employer unless the GC/MS test confirms the positive test results.

20.4.1.B Any positive results on the initial screening test shall be confirmed through the use of Gas Chromatography/Mass Spectrometry (GC/MS).

20.4.2 The following testing mechanisms shall be used for alcohol tests performed on members of the Guild:

20.4.2.A Blood alcohol sample will be taken by a medical professional.

20.4.2.B Breathalyzer shall be subject to confirmation by blood testing if requested by the employee.

20.4.3 The County shall pay for all tests and related costs.

20.5 Procedures to be Used When the Sample is Given. The following procedure shall be used whenever an employee is requested to give a urine sample:

20.5.1 Specimen collection for drug testing will conform to the standards of 49CFR part 40, to maintain documented chain of custody and assure sample reliability. Prior to testing, the employee will be required to list all drugs currently being used by the employee on a form to be supplied by the collection testing site. This form, and all documents and information concerning drug testing, shall remain confidential pursuant to the terms in Section 20.7.2 of this Article. Samples taken for this purpose shall be reviewed by a Medical Review Officer (MRO) provided by the collection testing site.

20.5.2 A urine sample will be taken of the employee. The test shall be given in such a manner as to protect the authenticity and reliability of the sample and the privacy of the individual.

20.5.3 Immediately after the sample has been given, it will be divided into two (2) equal parts. Each of the two (2) portions of the sample will be separately sealed, labeled, and stored in a secure and refrigerated atmosphere. One (1) of the samples will then be sent or delivered to a testing laboratory mutually agreeable to the Guild and the County.

20.5.4 The sample will first be tested using the screening procedure set forth in Section 20.4.1.A of this Article. If the sample tests are positive for any prohibited drug, the confirmatory test specified in Section 20.4.1.B of this Article will be employed.

20.5.5 If the confirmatory test is positive for the presence of an illegal drug, the employee will be notified of the positive result within twenty-four (24) hours after the County learns of the results, and will be provided with copies of all documents pertinent to the test sent to or from the County by the laboratory. The employee will then have the option of having the untested sample submitted to a laboratory of the employee's own choosing and at the employee's expense. This laboratory will be selected from the list compiled by the Guild and the County. The County will be given a copy of the results.

20.5.6 Each step in the collecting and processing of the urine specimens shall be documented to establish procedural integrity and a chain of evidence.

20.6 Consequences of Positive Test Results.

20.6.1 Reporting for work with alcohol in excess of .02 grams/100 ml in the bloodstream will be a basis for disciplinary action consistent with Article 17.

20.6.2 An employee who has tested positive for the presence of illegal drugs or alcohol pursuant to this Section may be disciplined for just cause or may be referred to an employee assistance program or appropriate drug or alcohol counseling/treatment, as deemed appropriate by the Employer. Employees may use accrued leave for counseling and treatment.

20.6.3 An employee who tests positive shall have the right to challenge the accuracy of the test results. Such employee shall be subject to unannounced testing for a period of one (1) year following the inception of treatment. If the employee violates the terms of treatment or again tests positive during such period, he/she shall be subject to discipline, up to and including discharge.

20.7 Employee Rights.

20.7.1 Once the Guild member has been given the opportunity to obtain Guild representation, the employee shall have the right to a Guild representative up to and including the time the sample is given. The County has the right to obtain a sample within a reasonable time period. Nothing herein shall restrict the employee's right to representation under general law.

20.7.2 If at any point the results of the testing procedures specified in Section 20.4 of this Article are negative, all further testing shall be discontinued. The employee will be provided a copy of the results, and all other copies of the results (including the original) shall be destroyed within twenty-four (24) hours after the test results have been received by the County. All positive test results will be kept confidential, and will be available only to the Sheriff, one (1) designated representative of the Sheriff, the Sheriff's Office Human Resource Manager, and the employee. Such results may also be used in a proceeding involving discipline or discharge.

20.7.3 Employees who voluntarily seek assistance concerning a drug or alcohol problem, prior to detection by the County, shall not be disciplined by the Employer, however, such employees may be assigned alternative duty if they would pose a direct threat to the health or safety of other employees and the community.

20.8 Prescription Drugs. All employees who must use a prescription drug that causes 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. Such employees are responsible for informing their supervisor of the possible effects of the drug and their performance and the expected duration of its use. If the prescription drug use could cause performance or safety problems, a supervisor may grant the employee sick leave or temporarily assign the employee different duties, if available.

20.9 Drug Free Workplace. The County provides a drug-free workplace pursuant to the Drug Free Workplace Act, 41 U.S.C §701, et seq. The parties agree that the County may, consistent with the terms of this Agreement, take action to comply with the Drug Free Workplace Act, including publication and distribution of a drug-free workplace statement and establishment of a drug-free awareness program.

ARTICLE 21
SCOPE OF AGREEMENT

21.1 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 specified in the decision. The parties agree to immediately negotiate a substitute, if possible, for the invalidated Article, Section, or portion thereof. All other portions of this Agreement, and the Agreement as a whole, shall continue without interruption for the term hereof.

21.2 This Agreement 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. The wages, benefits, rights and protections of bargaining unit members derive from this collective bargaining agreement and RCW 41.56. Therefore, the Employer and the Guild for the duration of this Agreement~~,~~ ~~voluntarily~~, voluntarily agree not to expect the other party to bargain with respect to any subject or matter specifically discussed during the negotiations or covered in this Agreement unless mutually agreed otherwise.

21.3 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 Sheriff's Office General Orders. In the event of a conflict between those documents and this Agreement, the provisions of this Agreement shall prevail.

21.4 In the event the County desires to change the above-referenced rules, policies, orders or an established past practice, as defined in Article 2, the County shall provide written notice to the Guild (Executive Board Member), of the proposed changes at least fifteen (15) days prior to implementation of the changes. The Guild shall have fifteen (15) 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.

In the event the Guild objects, the Guild shall specify in writing the basis for its objection 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. If the parties agree that an obligation to bargain exists, the parties shall negotiate to resolution or impasse under the RCW, but in no event will a mandatory subject of negotiation be implemented until either settlement or the conclusion of RCW impasse procedures.

21.5 In the event of an emergency as defined under Article 2, the County may, in lieu of the fifteen (15) day notice provided in Section 21.4 above, provide notice and implement at the same time. The Guild reserves its rights to pursue violations of this Section through RCW 41.56 or the grievance procedure, as appropriate.

ARTICLE 22
DURATION

Except as specifically provided herein, this Agreement shall be effective beginning January 1, ~~2009~~2013, and shall remain in full force and effect through the 31st day of December ~~2012~~2016. If either the Employer or the Guild desires to modify this Agreement for any reason, they shall give written notice to the other not later than April 1, ~~2012~~2016. Negotiations for a successor ~~CBA, January~~CBA, January 1, 2017, and beyond will commence no later than April 15, 2016.

For the Guild:

~~Bob Mullikin~~Bill Sofianos Date
President

Robert Latter Date
Vice President

Mark J. Makler Date
Of Attorneys for the
Clark County Deputy Sheriffs' Guild

For the Sheriff:

~~Garry Lucas~~Chuck E. Atkins, Sheriff Date

~~Mike Evans~~John Chapman Date
Chief Criminal Deputy

~~Candy Arata~~ Breanne Nelson Date
Human Resources Manager

For the County:

~~Marc Boldt~~David Madore~~?~~ Date
Board of County ~~Commissioners~~Councilors, Chair

~~Bill Barron~~Mark McCauley Date
Acting County ~~Administrator~~Manager

Francine Reis Date
Human Resource Director

~~Breanne Nelson~~ ~~Date~~

APPENDIX A

1.0. Layoffs triggered by: annexations, consolidations or other inter-local agreements

1.1 Notwithstanding the seniority provisions of section 16.2 of the collective bargaining agreement, in the event of layoffs triggered by annexation, consolidation, transfers of functions or other qualifying inter-local agreements, such layoffs will be drawn from the supplemental layoff list. The supplemental list shall be a standing list where throughout the year members may add or delete their names from the list. Prior to a qualifying layoff, bargaining unit members will be provided a window of ten working days during which they must finalize submission to or removal from the supplemental layoff list. If insufficient names appear on the supplemental list, additional layoffs shall be determined in the manner provided for in section 16.2 of the collective bargaining agreement.

1.2 The number of members laid off from the supplemental list shall be based upon the number of positions slated for layoff in a given classification. For example, if there are thirty (30) Deputy Sheriff positions and three (3) Sergeant positions slated for layoff, the maximum number of members from the classification of Sergeant laid off, would be three (3). Employees who are not employed in classifications where layoffs are occurring are not eligible for layoff from their position. For example, if no Sergeants are being laid off, a Sergeant could not be laid off via the supplemental list (as a Sergeant).

1.3 Names shall be placed on the supplemental layoff list in order of most senior. For example, if there was a layoff of thirty (30) Deputy positions and forty-five (45) members submitted their names for inclusion to the list, the thirty (30) most senior members would be laid off. Seniority will be determined in accordance with Article 15 of the current collective bargaining agreement.

1.4 The County agrees to treat such separations, in all respects, as layoffs and to record and report them as such. No promise of particular treatment for members laid off in this manner, by other agencies, is promised or implied by this section. For example, the County cannot assure that members laid off in such a manner will receive unemployment compensation or that prospective employers would treat the layoff as an involuntary separation.

APPENDIX B
INTER-AGENCY PERSONNEL TRANSFERS

Purpose. This is an impact bargaining agreement with respect to persons employed in positions represented by the Clark County Sheriff's Guild pursuant to annexations, consolidation or transfer of functions or other inter-local agreements between the County and other agencies. With respect to annexation-based transfers, this agreement covers matters not proscribed by RCW 35.13.360 through 35.13.400. This agreement has no application to inter-agency personnel movements made voluntarily -- not due to annexation/consolidation. The agreement satisfies the duty to bargain requirements of RCW 41.56 and constitutes a full agreement on such mandatory subjects of bargaining as are created from the organizational actions described above. The agreement supersedes any contradictory provisions of and is considered an addendum to the collective bargaining agreement between the County and the Guild.

1. Definitions.

Qualifying Event (QE)	An annexation, consolidation, transfer of functions or other inter-local agreement that will result in positions and employees from other jurisdictions moving to the Clark County Sheriff's Office in positions represented by the Guild.
Losing Agency (LA)	The agency with prior responsibility for the service, function or employees.
Displacement/displaced	The elimination of a position and the layoff of an employee due to a qualifying event
Eligible employee (EE)	Employees eligible for employment with the receiving agency, based on displacement via a qualifying event. Unless otherwise provided by this agreement, eligible employees will have received a formal notice of layoff.
Transfer	Interagency personnel movements due to annexation, consolidation, transfer of functions and so forth are technically a separation from the former agency and a hire by the new agency. For the sake of simplicity this document uses the term "transfer" to denote the direct movement of employees from one jurisdiction to another, based on a qualifying event and subject to the provisions herein relative to pay and classification.
Transferring employee (TE)	Employees eligible for and receiving employment with the receiving agency under this agreement.

Ineligible employee	Employees moving to the employment of the other agency whose decision is voluntary, of their own initiation and who are not subject to displacement by a qualifying event under this policy.

2. Staffing and Selection.

A. The County may employ EE's transferring from other agencies pursuant to a QE under this agreement. Positions created through such actions are exempt from normal practices with regard to civil service examination, posting or assignment bidding. For example, a Sergeant position created through a transfer of functions would not have to be filled from the civil service list or via bid from current County Sergeants.

B. Selection of employees eligible for transfer would be based on the layoff provisions in the contract or policies, as applicable, of the LA.

C. Classification of EE's for the positions with the County shall be based on the RA's classification which is appropriate to the duties and responsibilities held. If the County has no classification which conforms with the classification of the transferee, it is not obliged to create one.

D. EE's will be accepted for transfer into available positions without regard to whether they meet the published requirements of the job classification with the County; provided that they have been employed in the equivalent job classification with the LA. Employees selected for transfer based on layoff may not be rejected by the County based on performance appraisals or disciplinary history. EE's shall not be required to pass pre-employment medical, agility, behavioral or polygraph examinations.

3. Probationary periods and grievance rights

3.1 Employees who have passed probation with the LA shall not be required to serve a new probationary period with the County. This includes both original and promotional probationary periods.

3.2 Transferring employees who are on probation shall serve the remainder of the RA's established probationary period (service credit toward completion of probation shall be transferred). They shall have the same degree of access to the grievance procedure for non-disciplinary matters as other probationary employees of the County.

3.3 The disciplinary records of TE's shall transfer with them and may be considered by the County in addressing future disciplinary problems. However, disciplinary records may only be transferred, maintained and considered as permitted by the applicable labor agreement or policy of the County.

4. Seniority.

4.1 Once employed by the County, seniority shall be calculated and used as identified in the policies and agreements of the County. However, TE's shall receive credit for seniority based on combined, continuous service with the County and LA for the following purposes, to the extent that seniority is considered for these purposes by the County:

Accrual of paid leave
Scheduling of time off
Longevity pay
Bidding of shifts and assignments
Layoff selection, reassignment and bumping

4.2 Upon transfer, it is understood that the computation of seniority will be based on the rules of the County. For example, seniority may be computed by the County based on service within the bargaining unit, department, job classification or agency. The intent of this section is that TE's receive credit for service with the LA *as if* it had been acquired with the County and consistent with the rules within the County (for example with respect to bargaining unit seniority time with current unit would count toward time with the new unit).

4.4 Notwithstanding the transfer of seniority, transferring employees will not be entitled to any salary and benefits provisions with the County that represent "grand fathered" rights or benefits or two-tiered systems tied to hire date. For example, TE's will not be eligible for pre-84 leave accrual schedules, even if their hire date was 1983 or earlier.

5. Compensation.

5.1 This section prescribes salary effects of transfers between employers. Its purpose is to balance the goal of keeping transferring employees "whole" while adhering to the legal and ethical principle of equal pay for equal work -- not continuing pay from the former employer where to do so would create inequities in relation to existing employees of the receiving agency.

5.2 TE's shall be appointed at the first (lowest) step in the salary range of the County that equals or exceeds their former salary. That is, the step which avoids a pay reduction but minimizes the increase. EE's whose salary exceeds the maximum base salary in the range shall be placed at the top step in the range and are not eligible for "red circling" of their salary with the LA. What is considered salary for this purpose is defined below.

5.3 TE's shall be eligible for shift differential, incentive pay and other premium pay in accordance with the rules and policies of the County.

5.4 For the purposes of step placement, consideration of certain premium pay such as for education, longevity or work on holidays will depend on whether the County offers or does not offer the same premiums for the same factor or purpose such as work on a holiday or longevity pay. If the County has such a premium, the TE will have to qualify under the criteria of the RA's program and the premium received from the LA will not be considered in the computation of salary for step placement purposes. For example, if the County offers longevity pay, the TE's longevity premium will not be considered as regular salary and the employee will receive longevity pay, if eligible, under the terms of the RA's rules and criteria. If the County has no such premium and the TE would therefore "lose" this compensation via the transfer, the premium will be considered as salary and will be considered in determining the proper step placement.

5.5 Other premiums specific to the job assignment or schedule with the former agency (such as shift differential) will not be considered for step placement purposes and the premiums will continue only if warranted by the employees shift or assignment with the new agency and in accordance with the terms of the policies or labor contracts of the new agency.

5.6 The effect of participating or not participating in Social Security will be considered in determining step placements. For example, when a transfer is taking place causing an employee to have to begin making a FICA contribution, the "FICA effect" will be considered in making the step placement in such a way as to minimize the effect on take-home wages. Conversely, a gain in take-home caused by discontinuing FICA contributions will also be taken into effect. Employees may not be paid a salary higher than the top step of the range with the County in order to negate a loss in take-home pay due to FICA contributions.

5.7 TE's who were eligible for a future step increase with the LA and who are placed below the top of the range with the County will be eligible to have the time served credited toward their next step increase with the County. For example, an employee at step 3 of the LA range who is placed at step 4 of the County range and who transfers three months before their next step increase was due would be considered for a step increase with the County after three months.

6. Leave Balances.

6.1 Vacation and "PDO". TE's may transfer accumulated vacation, PDO or other "vested" type leave balances, up to the RA's maximum allowable balance less six month's work of accrual. For example, if the County allows balances up to 40 days and the employee will earn two days per month in the County, they could transfer up to 28 days vacation. (40 days minus 12 days, half-year accrual). The LA must transfer funds equal to the value of the leave transferred. The value shall be computed at the leave's payoff value with the LA.

6.2 Sick Leave. If provided by (and to the degree provided by) the policies/agreements of the LA, sick leave eligible for cash out on separation shall be cashed out by the LA. Accumulated sick leave which is not cashed out shall transfer with the employee, up to the RA's allowable maximum accumulation. No inter-agency fund transfer is required for sick leave transfers.

6.3 Compensatory time and floating holidays. Compensatory time and floating holidays will not transfer with the employee and will be paid upon separation consistent with the policies of the LA.

7. Insurance Benefits.

7.1 TE's will be eligible for coverage under the terms and conditions of the RA's insurance benefit programs. Coverage with the LA will terminate the last day of the last month of employment with the LA and commence the first day of the following month with the County. Consistent with state law, pre-existing condition exclusions and new employee waiting periods for medical/dental insurance coverage will not be required.

APPENDIX C

PDO ACCRUAL RATES

PDO Schedule for those hired after January 1, 1985					
Year of hire	**Hours per pay period**	**Days/yr**	**Hrs/yr**	**Max. Hours**	**Year for new schedule**
1998	10.67	32	256	340	2003
1996 – 1997	11.00	33	264	351	2006 – 2007
1992 - 1995	11.33	34	272	361	2002 - 2005

PDO Schedule for those hired before January 1, 1985				
Year of Hire	**Hours per Pay period**	**Days/yr**	**Hrs/Yr**	**Max. Hours**
1984 – 1979	14.33	43	344	458
1978 or prior	15.33	46	368	489

APPENDIX D
SALARY TABLES

~~2009 & 2010 (effective Jan 1, 2009 - Dec 31, 2010) 0.0%~~							
~~Grade~~	~~Title~~	~~Step 1~~	~~2~~	~~3~~	~~4~~	~~5~~	~~6~~
~~DG.400~~	~~Deputy Sheriff I~~	~~22.94~~	~~24.07~~				
~~DG.403~~	~~Deputy Sheriff II~~	~~25.27~~	~~26.56~~	~~27.89~~	~~29.27~~	~~30.74~~	~~32.28~~
~~DG.490~~	~~Deputy Sheriff II - Sp Assign~~	~~25.66~~	~~26.96~~	~~28.31~~	~~29.72~~	~~31.20~~	~~32.75~~
~~DG.408~~	~~Sergeant~~	~~29.30~~	~~30.77~~	~~32.31~~	~~33.92~~	~~35.63~~	~~37.40~~
~~DG.494~~	~~Sergeant - Sp Assign~~	~~29.75~~	~~31.23~~	~~32.78~~	~~34.43~~	~~36.15~~	~~37.96~~

~~2011 (effective Jan 1, 2011 - Dec 31, 2011) 2.0%~~							
~~Grade~~	~~Title~~	~~Step 1~~	~~2~~	~~3~~	~~4~~	~~5~~	~~6~~
~~DG.400~~	~~Deputy Sheriff I~~	~~23.40~~	~~24.55~~				
~~DG.403~~	~~Deputy Sheriff II~~	~~25.78~~	~~27.09~~	~~28.45~~	~~29.86~~	~~31.35~~	~~32.93~~
~~DG.490~~	~~Deputy Sheriff II - Sp Assign~~	~~26.17~~	~~27.50~~	~~28.88~~	~~30.31~~	~~31.82~~	~~33.41~~
~~DG.408~~	~~Sergeant~~	~~29.89~~	~~31.39~~	~~32.96~~	~~34.60~~	~~36.34~~	~~38.15~~
~~DG.494~~	~~Sergeant - Sp Assign~~	~~30.35~~	~~31.85~~	~~33.44~~	~~35.12~~	~~36.87~~	~~38.72~~

~~2012 (effective Jan 1, 2012 - Dec 31, 2012) 2.0%~~							
~~Grade~~	~~Title~~	~~Step 1~~	~~2~~	~~3~~	~~4~~	~~5~~	~~6~~
~~DG.400~~	~~Deputy Sheriff I~~	~~23.87~~	~~25.04~~				
~~DG.403~~	~~Deputy Sheriff II~~	~~26.30~~	~~27.63~~	~~29.02~~	~~30.46~~	~~31.98~~	~~33.59~~
~~DG.490~~	~~Deputy Sheriff II - Sp Assign~~	~~26.69~~	~~28.015~~	~~29.46~~	~~30.92~~	~~32.46~~	~~34.08~~
~~DG.408~~	~~Sergeant~~	~~30.49~~	~~32.02~~	~~33.62~~	~~35.29~~	~~37.07~~	~~38.91~~
~~DG.494~~	~~Sergeant - Sp Assign~~	~~30.96~~	~~32.49~~	~~34.11~~	~~35.82~~	~~37.61~~	~~39.49~~

~~= longevity steps~~

~~Current (2012)~~							
~~Grade~~	~~Title~~	~~Step 1~~	~~2~~	~~3~~	~~4~~	~~5~~	~~6~~
~~DG.400~~	~~Deputy Sheriff I~~	~~23.87~~	~~25.04~~	~~-~~	~~-~~	~~-~~	~~-~~
~~DG.403~~	~~Deputy Sheriff II~~	~~26.30~~	~~27.63~~	~~29.02~~	~~30.46~~	~~31.98~~	~~33.59~~
~~DG.490~~	~~Deputy Sheriff II - Sp Assign~~	~~26.69~~	~~28.05~~	~~29.46~~	~~30.92~~	~~32.46~~	~~34.08~~
~~DG.408~~	~~Sergeant~~	~~30.49~~	~~32.02~~	~~33.62~~	~~35.29~~	~~37.07~~	~~38.91~~
~~DG.494~~	~~Sergeant - Sp Assign~~	~~30.96~~	~~32.49~~	~~34.11~~	~~35.82~~	~~37.61~~	~~39.49~~

2013 (effective Jan 1, 2013 to Dec 31, 2013) - 2.00% Increase							
Grade	Title	Step 1	2	3	4	5	6
DG.400	Deputy Sheriff I	24.35	25.54	-	-	-	-
DG.403	Deputy Sheriff II	26.83	28.18	29.60	31.07	32.62	34.26
DG.490	Deputy Sheriff II - Sp Assign	27.22	28.61	30.05	31.54	33.11	34.76
DG.408	Sergeant	31.10	32.66	34.29	36.00	37.81	39.69
DG.494	Sergeant - Sp Assign	31.58	33.14	34.79	36.54	38.36	40.28

2014 (effective Jan 1, 2014 to Dec 31, 2014) - 2.00% Increase							
Grade	Title	Step 1	2	3	4	5	6
DG.400	Deputy Sheriff I	24.84	26.05	-	-	-	-
DG.403	Deputy Sheriff II	27.37	28.74	30.19	31.69	33.27	34.95
DG.490	Deputy Sheriff II - Sp Assign	27.76	29.18	30.65	32.17	33.77	35.46
DG.408	Sergeant	31.72	33.31	34.98	36.72	38.57	40.48
DG.494	Sergeant - Sp Assign	32.21	33.80	35.49	37.27	39.13	41.09

2015 (effective Jan 1, 2015 to Dec 31, 2015) - 2.50% Increase							
Grade	Title	Step 1	2	3	4	5	6
DG.400	Deputy Sheriff I	25.46	26.70	-	-	-	-
DG.403	Deputy Sheriff II	28.05	29.46	30.94	32.48	34.10	35.82
DG.490	Deputy Sheriff II - Sp Assign	28.45	29.91	31.42	32.97	34.61	36.35
DG.408	Sergeant	32.51	34.14	35.85	37.64	39.53	41.49
DG.494	Sergeant - Sp Assign	33.02	34.65	36.38	38.20	40.11	42.12

2016 (effective Jan 1, 2016 to Dec 31, 2016) - 2.50% Increase							
Grade	Title	Step 1	2	3	4	5	6
DG.400	Deputy Sheriff I	26.10	27.37	-	-	-	-
DG.403	Deputy Sheriff II	28.75	30.20	31.71	33.29	34.95	36.72

DG.490	Deputy Sheriff II - Sp Assign	29.16	30.66	32.21	33.79	35.48	37.26
DG.408	Sergeant	33.32	34.99	36.75	38.58	40.52	42.53
DG.494	Sergeant - Sp Assign	33.85	35.52	37.29	39.16	41.11	43.17

Longevity - 8 years of service

Longevity - 10 years of service

APPENDIX E

~~[CONFORM WITH UPDATED INFORMATION in final document]~~

[~~HEALTH CARE ADDENDUM IN EFFECT AS OF JANUARY 1, 20103~~]

2013 Deputy Guild medical PLANS COMPARISON

	2013

CLARK COUNTY - DSG 2013 MEDICAL PLANS COMPARISON

This comparison is a general overview of the plan features and does not constitute an official document for the health plans. The carrier Summary Plan Description (Booklet) serves as the official document and provides additional information to help you make an informed decision about your health care coverage. Any conflict with this comparison and the Summary Plan Description (SPD), the SPD governs.

Coverage	Regence BCBS - PPO		Kaiser Permanente HMO
Deductibles and Maximums	**Category 1 - Preferred Providers**	**Category 2 - Participating Category 3 (Non-Participating Providers)*****	**Kaiser Facility**
Per Person / Family Deductible	$300 Individual / $600 Family		n/a
Out-of-Pocket Maximum	$2,800 Individual / $5,600 Family		$600 Person/$1,200 Family
Lifetime Maximum	Unlimited		Unlimited
Preventive and Wellness Care			
Routine Visits including well-baby care, screenings for women and routine physical exams	No Charge	No Charge	No Charge
Well-baby and Well-child Care	No Charge	No Charge	No Charge
Immunizations	No Charge	No Charge	No Charge
Routine Mammogram	No Charge	No Charge	No Charge
Office Visits			
Primary Care Physician	$20 co-pay; deductible waived	50% after deductible	$20 co-pay
Specialist Office Visits	$20 co-pay; deductible waived	50% after deductible	$20 co-pay**
Lab/X-Rays	No Charge	50% after deductible	No Charge**
Outpatient Rehabilitation (speech, physical, occupational therapies and massage)	15% after deductible	50% after deductible	$20 co-pay, limited to 20 visits per type of therapy per calendar year
Home Health Care	15% after deductible	50% after deductible	No Charge
Hospital Services			
Acute & Skilled Care (Hospital & Nursing Home)	15% after deductible	50% after deductible	$100 per day, up to $500 per admission
Physician, Surgeon, Anesthesiology	15% after deductible	50% after deductible	Included in facility fee
Outpatient Surgery in Physician Office	15% after deductible	50% after deductible	$20 co-pay
Outpatient Surgery in Other Facility (Ambulatory Surgery)	15% after deductible	50% after deductible	$20 co-pay
Maternity	15% after deductible	50% after deductible	No charge for prenatal and postnatal care. Delivery and inpatient care, same as hospital benefit.
Other Services			
Emergency Services	After $100 copayment per visit and deductible, the plan pays 85%. Copay waived if admitted.		$75 co-pay + any other supplemental charges. Co-pay waived if admitted
Ambulance	15% after deductible	Same as Preferred	$50 co-pay
Durable Medical Equipment	15% after deductible	50% after deductible	Non-Reusable Supplies - no charge DME & Orthotics – 20% of charges

2013

Coverage	Regence BCBS - PPO		Kaiser Permanente HMO
Deductibles and Maximums	**Category 1 - Preferred Providers**	**Category 2 - Participating Category 3 (Non-Participating Providers)**	**Kaiser Facility**
Infertility	15% after deductible; diagnosis & treatment of disease is covered	50% after deductible; diagnosis & treatment of disease is covered	Regular co-pays apply
Chiropractic Care	15%, deductible waived	50% after deductible	$20 co-pay for first 12 visits Additional visits require authorization
Acupuncture	15%, deductible waived	50% after deductible	$20 co-pay, referral required**
Naturopath Office Visit	$20 co-pay	50% after deductible	$20 co-pay, referral required**
Mental Health Services			
Outpatient Visits	15%, deductible waived	50% after deductible	$20 co-pay
Inpatient/Residential Treatment	15% after deductible	50% after deductible	Inpatient psychiatric care same as hospital inpatient
Chemical Dependency			
Outpatient Visits	15%, deductible waived	50% after deductible	$20 co-pay
Inpatient/Residential Treatment	15% after deductible	50% after deductible	Inpatient services for substance abuse same as hospitalization.
Prescription Drugs			
Retail	$10 co-pay for generic drugs, $20 co-pay for formulary brand name drugs, and $30 co-pay for non-formulary brand name drugs. Up to a 30-day supply	**Category 2** pharmacies who bill Regence electronically, will charge the co-pay as shown under Category 1 Preferred Providers **Category 3** pharmacies that do not bill Regence electronically will require full payment at the point of service	$15 co-pay for generic drugs, $30 co-pay for preferred brand drugs, and $30 co-pay for non-preferred brand drugs.
Mail Order	$20 co-pay for generic, $40 co-pay formulary, and $60 co-pay for non-formulary	Not applicable	For a 90-day supply of maintenance medication 2 co-pays
Vision Services	**Vision Service Plan (VSP)**		**Kaiser**
Exam	VSP: $15 co-pay with VSP Provider. Adults every 24 months, Children every 12 months	Plan reimburses up to usual and customary amount, minus co-pay	$20 co-pay as frequently as medically necessary
Lenses/Frames/Contacts	Plan reimburses up to $200 for a complete pair of glasses (lenses+ frames) every 24 months. Provider discount rates of 20%	Plan reimburses up to $200 for a complete pair of glasses (lenses+ frames) every 24 months	Plan covers up to $200 every 24 months

- **Requires Primary Care Physician Referral
- *** For Category 3 providers, member pays balance of billed charges

The information contained in this comparison is general in nature. Specific plan details are contained in the Summary Plan Descriptions.

2013 Deputy Guild Dental PLANS COMPARISON

	2013

DSG DENTAL PLAN COMPARISON

Coverage	Washington Dental Service			Kaiser Permanente
Deductible	$25 per individual, $75 per family per calendar year			n/a
Annual Maximum	$1,750 per individual per calendar year			n/a
	PPO Provider	**Delta Premier Dentist (Member)**	**Non-Participating Dentist**	**YOU PAY:**
Class I - Diagnostic and Preventive Exams, Cleanings, Prophys, X-Rays, Sealants - (14 years old and under)	Paid at 100% deductible waived			$5 co-payment
Class II - Restorative (Oral Surgery, Restorations, Endodontics, Periodontics)	Paid at 90% after deductible	Paid at 80% after deductible	Paid at 80% after deductible	$5 co-payment. Services paid at 80%
Class III - Major (Crowns, Inlays, Onlays, Dentures, Partials, Bridges)	Paid at 50% after deductible	Paid at 50% after deductible	Paid at 50% after deductible	$5 co-payment. Services paid at 80%
Orthodontia (Covers Adults and Children)	Paid at 50%, up to a lifetime maximum of $1,500			Paid at 50%, up to a lifetime maximum of $1,500

~~**APPENDIX F**~~

~~**[CONFORM WITH UPDATED INFORMATION]**~~

~~**Medical Plans Comparison**~~

~~**Effective January 1 through August 31, 2012**~~

~~**APPENDIX F**~~
~~**Dental Plans Comparison**~~
~~**Effective January 1 through August 31, 2012**~~

~~APPENDIX F~~

~~Medical Plans Comparison~~

~~Effective September 1 through December 31, 2012~~

~~**APPENDIX F**~~

~~**Dental Plans Comparison**~~

~~**Effective September 1 through December 31, 2012**~~