

AGREEMENT

between

INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS

LOCAL 48

and

CLARK COUNTY, WASHINGTON

JANUARY 1, 2024 – DECEMBER 31, 2026

EXHIBITS AND APPENDICES

- Exhibit A:** Salary Schedules and Represented Classifications
- Exhibit B:** Memorandum of Understanding – “Me Too” Clause
- Exhibit C:** Memorandum of Understanding – Healthcare Committee
- Exhibit D:** Dues Deduction Form
- Exhibit E:** Memorandum of Understanding – Fair Schedule



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ARTICLE 1. RECOGNITION

1.1 Parties. This Agreement is between Clark County, Washington, hereinafter referred to as the County, and International Brotherhood of Electrical Workers (IBEW), hereinafter referred to as the Union for purposes of setting forth the mutual understanding of the parties regarding wages, hours, and conditions of employment.

1.2 Exclusive Representative. The County hereby recognizes the Union as the exclusive bargaining representative for the purposes stated in Chapter 41.56 RCW of all regular full-time and regular part-time employees identified in this Agreement. County employees who are excluded from the bargaining unit are:

- a. Temporary, casual;
- b. Non-contract and part-time employees;
- c. Employees in classifications certified to another bargaining unit;
- d. Supervisory and confidential employees (Administrative Assistants to Department Directors);
- e. Others as mutually determined by the parties;
- f. Elected Officials and their appointed staff designated as unclassified service per RCW 41.56.030(12).

1.3 Scope of Work. This Agreement shall cover electrical and plumbing projects for Clark County owned and/or leased facilities or operated by the County. The County shall make appropriate provisions in any agreement entered into with any contractor or subcontractor for the furnishing of work to the County, that such contractor or subcontractor shall confirm to the current prevailing rate but in no case shall be less than this CBA for wages, hours and working conditions.

The County shall be responsible for ensuring that all work is done in accordance with applicable State, Federal and County health and safety codes, ordinances and/or regulations. Alleged violations of this commitment shall be subject to this Agreement's grievance procedure provided, however, that any disputes which remain unresolved after Step 3 of said procedure are not subject to binding arbitration.

The Employer will notify the Union regarding newly created or substantially modified non-exempt classifications in departments with IBEW representation to provide the opportunity to comment on inclusion/exclusion from the unit. If parties cannot resolve the question of inclusion/exclusion, either party may submit the matter to the Public Employment Relations Commission (PERC) for determination through the unit classification process.

1.4 Disputes Concerning Compensation for New Classifications or Positions. If a classification is allocated to the bargaining unit, the parties will engage in negotiations regarding the compensation for the classification. If the parties are unable to mutually agree on the compensation for the classification, the County may implement the proposed compensation with thirty (30) days' notice. The parties may then agree to submit the matter to mediation and if either party is unwilling to accept the mediator's recommendation the matter will be carried forward into the next contract negotiations.

1.5 The classifications currently covered by this Agreement are set in Exhibit A to this Agreement but may be limited to those currently included in Exhibit A to the Agreement. For purposes of recognition, "regular" employees include those occupying budgeted positions and working a regular schedule of six hundred (600) hours or more in any calendar year.

1.6 For the purposes of this Article, "temporary employee" shall mean one who is hired to work not more than six hundred (600) hours in a calendar year unless an extension is mutually agreed to.

1.7 Project Employees. The County may employ project employees for long term but limited duration projects for up to twenty-four (24) months on a full-time basis. Project employees are eligible for selected benefits: vacation, observed and floating holidays, sick leave, medical and dental insurance, and the Employee Assistance Program (EAP) in the same manner as employees covered under this Agreement. Project employees shall be entitled to be members of the Union with rights equivalent to probationary employees but shall not be entitled to bump or displace covered employees when laid off at the conclusion of the project nor shall they be entitled to seniority rights.

1.8 Use of Temporaries. The County may employ temporary workers on a seasonal, cyclic, or short-term basis, or to assist during an unusually high workload. A temporary worker normally will not be employed more than six hundred (600) hours in a calendar year, unless extended with the mutual agreement of the Union and the County. The County will notify the Union(s) quarterly of the number and identity, date of hire, classification and department of temporary employees. The County will not rotate temporaries through the same position, including providing a minimum three (3) month break between work periods.

ARTICLE 2. NON-DISCRIMINATION

2.1 The County and the Union agree that they will not discriminate against any employee by reason of race, creed, age, color, sex, national origin, religious belief, marital status, mental or physical disability, political affiliation or activity or any other categories of persons or activities protected by federal, state or local statutes, ordinances, rules or regulations. In addition, employees shall not be discriminated against or harassed based on sexual orientation.

2.2 The County agrees not to discriminate against any member of the Union for their activity on behalf of or because of membership in the Union.

ARTICLE 3. UNION RIGHTS AND SECURITY

3.1 Maintenance of Membership. The parties agree that the terms of this Agreement apply equally to all covered employees within the bargaining unit. Any bargaining unit employee may authorize the Employer to deduct from their pay the amount of Union membership dues charged by the Union for the representation and services provided by the Union. This authorization must be in writing and forwarded to the benefits department.

Any bargaining unit employee who does not want to be a member of the Union, but who nonetheless wants to pay for the services provided by the Union, has the voluntary option to pay fair share fees in an amount equal to membership dues. Any member of the bargaining unit may authorize the Employer to deduct from their pay voluntary fair share fee in an amount equal to Union dues charged by the Union. This authorization must be in writing and forwarded to the benefits department.

Bargaining unit employees who opt out and do not wish to become a member of the Union and pay Union dues; or who do not pay fair share fees to the Union and who require services from the Union may be charged fees for such services in an amount determined by the Union.

The Union agrees to defend, indemnify, save and hold the Employer harmless from, for and against any and all claims arising as a result of the application of this Article.

3.2 The Union will notify the County of its initiation fees, fair share fees and dues. The Union, upon completion of the employee orientation, shall provide the County a copy of the Union Membership Due's Deduction form and/or opt out Waiver of Membership form for those employees who do not want to be a Union member. The County will deduct such initiation fees and Union dues from the wages of the employees who become Union members or voluntary fair share fee payors and forward them to the Union each pay period. Each pay period the County shall submit the dues/voluntary fair share fees to the address and name provided by the Union, accompanied by a list of dues- paying employees and voluntary fair share fee employees, their salaries, and the amount of their dues/voluntary fair share fees. The County and the Union have developed a mutually agreeable dues deduction assignment form for authorization of payments to the Union by payroll deduction.

3.3 New Hires. The County agrees to provide the Union with written notification of new hires and separations from the bargaining unit upon notification to said employee. The Employer agrees that a meeting with the Union Representative shall be included as part of new employee orientation within thirty (30) days from the hire date to provide exclusive bargaining representatives reasonable access to new employees for the purposes of presenting information about their exclusive bargaining representation.

3.3.1 Reasonable access shall be as follows:

- a) Access to new employees occurs within thirty (30) days of the employees start date.
- b) Access shall be for no less than thirty (30) days of the employees start date.
- c) Access occurs during the employee's regular work hours at the employee's regular worksite or at a location agreed to between the Employer and the Union.

3.4 Printing and Distribution. The County shall bear the cost of printing and binding twenty-five (25) copies of this Agreement for the bargaining unit and shall provide these copies to the Union for distribution to represented employees. Be it further agreed that upon final signatures the County shall distribute electronically to all bargaining unit members a copy of the Agreement with an option to print should the employee deem necessary. The County shall provide copies to all new hires.

ARTICLE 4. MANAGEMENT RIGHTS

4.1 Rights Reserved. The management of the County and the direction of the work force are vested exclusively in the County subject to the terms of this Agreement. The parties agree that existing established past practices not covered by this Agreement on mandatory subjects of bargaining shall be altered only with agreement of the parties. The County shall notify the Union in writing of proposed changes to the County Human Resources Policy Manual or to any mandatory subject of bargaining not covered by this Agreement. This Article does not restrict the right of an employee to use the grievance procedure set forth in Article 23 in this Agreement.

4.2 Except as specifically limited by the express terms of this Agreement, the parties recognize the following rights of the County:

- 4.2.1 Determine the methods, processes and means of providing services.
- 4.2.2 Increase, diminish or change equipment, including the introduction of any and all new, improved or automated methods or equipment.
- 4.2.3 Make or change the assignment of employees to specific jobs within the bargaining unit in accordance with their job classification or title.
- 4.2.4 Hire, transfer and promote including determination of the qualifications, methods and standards thereof.
- 4.2.5 Discipline regular employees for just cause and discipline probationary employees for any lawful reason.
- 4.2.6 Determine or change standards and expectations for employee performance and conduct.

4.3 Contracting Out. The County may contract out bargaining unit work provided such activity does not result in the layoff of bargaining unit employees or a reduction in the number of employees or positions within the bargaining unit. The County shall provide fifteen (15) working days' notice to the affected Union and its representatives. Contracted labor will be performed by qualified workers and be paid equivalent to County qualified employees or prevailing wage, whichever is higher.

4.4 Performance Evaluation. The County retains the right to evaluate employees including the use or modification of performance appraisal programs. The County agrees to provide for employee and Union input on the development of any new appraisal form or system or a substantial change to forms or systems now in use. The parties further agree to the following elements of a performance appraisal system:

- a. The purpose of performance evaluations is to provide employees with clear expectations and feedback regarding their performance against those expectations. The County will endeavor to ensure that, within a department and job classification, expectations and standards should be as consistent as possible.
- b. The County may establish or revise procedures and forms for performance evaluations, so long as such procedures and/or forms are reasonable. Only management representatives who are not covered by this agreement shall do performance reviews, except that employees in lead positions shall be expected to provide input on evaluations of employees under their lead.
- c. Employees may appeal performance evaluations to the reviewer or second (2nd) level signatory. If still unsatisfied they may appeal to the department head. The department head's decisions shall be final. Employees may ask Human Resources to review the evaluation if there is any evidence of unlawful or inappropriate activity. Examples would include consideration of prohibited factors such as race, gender or Union activity or other prima facie violations of this Agreement or County policy. Human Resources is not empowered or authorized to substitute its judgment for that of the department on the substance of the evaluation.
- d. Performance Evaluations should be used to document previously raised problems and concerns. Except in unusual circumstances, problems not previously raised should not be included in evaluations.
- e. Performance evaluations, including employee comments and reasonable rebuttal materials, shall be included in personnel files. The County shall strictly guard the confidentiality of employees' performance evaluations.
- f. In cases where more than a year passed since the previous performance evaluation without any intervening issues, the County will not utilize any performance issues from that performance evaluation to hinder an employee's opportunity to see a promotion or transfer.
- g. Performance evaluations are not to be used solely as a basis for disciplinary action.

4.5 Vehicle Assignment. The County retains the exclusive right to assign County vehicles to employees represented by the Union or to restrict, regulate, or rescind such assignments at any time and in any fashion except a permanent vehicle assignment shall not be rescinded by the County until the employee assigned such vehicle has been given seven (7) calendar days' advance written notice. For purposes of this Section, a "permanent" vehicle assignment shall be deemed one which lasts more than thirty (30) consecutive calendar days.

ARTICLE 5. UNION REPRESENTATIVES AND ACTIVITIES

5.1 The Union shall inform the County in writing of the names of its Officers and Stewards who are authorized to represent the Union. Such information shall be kept up to date at all times.

5.2 Access to Workplace. Union representatives may, after informing the Supervisor, visit the work location of employees covered by this Agreement. Access shall be allowed provided it does not disrupt the regular work activities of employees or the department.

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

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

5.4.1 Employee Union representatives shall request permission from their immediate Manager for release time. Such request shall be granted provided release time does not unreasonably detract from their work performance and is in compliance with the above requirements as to the nature of the activity.

5.4.2 Employee Union representatives shall be allowed one hour of release time preceding or following meetings with the County for preparation/debriefing activities.

5.4.3 The Union may use County communications resources (telephone, voice mail, email, mail distribution, bulletin boards) for communications that relate to the Union's business relationship with the County. All other uses require approval of the County and requests should be directed to the applicable department head or their designee.

5.5 Union Business Leave. The Union shall be granted two (2) days per year of Union Business Leave for use by Officers and Stewards for Union conferences and conventions.

5.5.1 The Union may ask, and the County may grant Union leave for up to one (1) year. This leave shall apply to one (1) person at any one time and shall only be granted to allow the individual to perform duties for the Union.

5.5.2 Leaves for Union business shall be governed by the provisions in Article 15.6 Other Leaves and Article 16 Insurance in this Agreement.

5.6 Labor/Management Committee.

5.6.1 The Labor/Management Committee hereinafter referred to as the Committee or LMC shall be organized for the purpose of dealing with contract issues focused on clarifying the intent of the labor contract, monitoring for unanticipated consequences of the labor contract and anticipating change. The Committee shall be comprised of the Union Representative and up to three (3) bargaining unit members appointed by the Union Representative and up to four (4) relevant management representatives.

5.6.2 The Committee shall meet as mutually agreed.

5.6.3 The Committee may adopt bylaws governing the operations of meetings and the range of issues to be discussed. Decisions will be made by consensus.

5.6.4 The Committee shall consider only those contract issues which are mutually agreed upon or otherwise designated in the contract or the bylaws of the Committee.

ARTICLE 6. STRIKES AND LOCKOUTS

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

ARTICLE 7. JOB ASSIGNMENTS AND CLASSIFICATION

7.1 Work Assignments and Duties. The County may make or change the assignment of employees to specific jobs within the bargaining unit in accordance with their specific job classification or title.

7.1.1 **Work Out of Class.** Employees in certain work-out-of-classification assignments shall be eligible for additional compensation as provided by Article 11 in this Agreement.

7.1.2 **Career Development.** Employees may be assigned higher level work for training and development purposes on a limited term basis. The Department shall make every effort to distribute such assignments on an equitable basis. Assignments of employees to a position in a higher-level classification, with appropriate lead pay, under this Section shall normally be for a maximum of sixty (60) days unless otherwise agreed or work-out-of-classification pay is offered. Employees shall be informed in writing of the purpose of the assignment and its expected duration. Career Development opportunities shall not be used to prevent the filling of vacant positions. This section shall not be used to bump an existing lead from their position but may be used to fill the lead position in case of extended excused absence of a lead person.

7.2 Salaries for New/Revised Classifications. When a new classification is required or a substantial change is made to an existing job classification in the area of an "upward" change in responsibilities or qualifications the County will develop/revise the classification description, proposed salary and proposed bargaining unit assignment. The salary range for the new/revised classification shall be established following County procedures so that the salary of the new class is equitable in comparison to existing bargaining unit classes. The Union shall be provided notice of the allocation and afforded the opportunity to negotiate as to the salary and bargaining unit allocation. If the parties are unable to mutually agree on the compensation for the classification, the County may implement the proposed compensation with thirty (30) days' notice. The parties may then agree to submit the matter to mediation and if either party is unwilling to accept the mediator's recommendation the matter will be carried forward into the next contract negotiations. If the parties agree to a change to the salary/classification, the change shall be retroactive to the County's original approval date. If the parties cannot agree on bargaining unit allocation, the processes available through the Public Employment Relations Commission shall be used to resolve the issue.

ARTICLE 8. FILLING OF VACANCIES

8.1 Vacancies and Posting. Except as otherwise provided herein, job postings to fill new or vacant budgeted full or part-time bargaining unit positions shall be posted internally and externally concurrently. Employees interested in positions in specific classifications must follow the posting procedures. The filing period shall be a minimum of ten (10) working days unless otherwise agreed. Such notice shall include the classification, salary, description of the duties of the position, qualifications, knowledge, skills and abilities and selection process. Only qualified candidates who apply within the established filing period will receive consideration for such vacancies. When filling vacancies or promotional opportunities, the goal is to encourage growth and opportunity for advancement and to hire the most qualified candidate for the position.

8.2 Classification Recruitments. Recruitments may be conducted on a position-by-position basis or on a classification basis. When a recruitment is conducted on a classification basis, the recruitment shall so specify, and the pool of qualified candidates may be used to fill multiple current and future vacancies within a classification for up to twelve (12) months from the final posting date. Employee-candidates within the pool shall be referred to available vacancies based on their overall qualifications as well as specific qualifications, skills and preferences for particular vacancies.

8.3 Job Opportunities.

8.3.1 When, in the judgment of the Human Resources Department, sufficient candidates from within the County are qualified, available, and interested, the recruitment may be restricted to internal candidates. It is generally an interest of the County to fill promotional opportunities from among qualified applicants within the County. In this regard, promotional recruitments may be further restricted to employees of the Union or Department.

8.3.1.1 Vacant positions may be posted on a simultaneous or internal/external basis, based upon the following guidelines:

- a. All external applications will be collected directly by the Human Resources Department.
- b. The County shall first review and consider internal applications when reviewing the applicant pool.

8.3.2 Employees may apply for open recruitments and will receive consideration if they meet all required qualifications. Employees will be allowed paid time off from their work schedule to participate in interviews for in-house promotional opportunities.

- 8.3.3 Except for Supervisor positions, when the selection decision is between external and internal candidates and the knowledge, skills, and abilities of the candidates are substantially equal, preference shall be granted to internal candidates. Employees may decline consideration for appointment to a vacant position without adversely affecting their current employment status.
- 8.3.4 Except for Supervisor positions, when the selection decision is between two (2) or more internal candidates within the bargaining unit, who are entitled to preference under Section 8.3.2 in this Article, bargaining unit seniority shall prevail where the qualifications, knowledge, skills and abilities of the candidates are substantially equal as long as the more senior employee is not under written corrective action and/or a Performance Improvement Plan (PIP) within the last twelve (12) months.

8.4 Posting Alternatives. As an alternative to posting, the appointing authority may elect to fill positions by any of the following means.

- 8.4.1 **Demotions.** Voluntary and involuntary (as provided in Article 20.2 in this Agreement) demotions may be made only to vacant and available positions. An employee who voluntarily demotes and is under a Performance Improvement Plan (PIP), shall serve a probationary period of not more than (3) months.
- 8.4.2 Transfers and demotions of a qualified employee as an alternative to layoff.
- 8.4.3 Through a bumping or displacement procedure prescribed by this Agreement.
- 8.4.4 By appointment of the incumbent of a position that has been reclassified (upwards, downwards or laterally) and who meets the criteria required to be continued in the position as provided by Article 7.2 in this Agreement.
- 8.4.5 When a position and incumbent are moved to another department or division through reorganization or other means.
- 8.4.6 To accommodate the transfer or demotion of an employee from another classification due to temporary or permanent disability.
- 8.4.7 By appointment of a laid off employee from a recall list.
- 8.4.8 By reinstatement of an employee who resigned from a position in the same classification and left in good standing within twelve (12) months prior to the reinstatement. However, reinstatement may not be used in lieu of promotional recruitments, that is, employees are only eligible for reinstatement to classifications typically recruited for from the outside. Employees who pursuant to this provision are reinstated to their former classification within twelve months of separation shall be entitled to bridge their seniority for all purposes except layoff. Their seniority date shall be considered the former date of hire, less the break in service.

- 8.4.9 By conversion of temporary or project positions. Temporary or project employees may be appointed without a competitive posting with consent of the department head only for the specific position that they held as a temporary or project employee for a minimum of six (6) months. The County will provide written notification to the Union of their intent to convert either a temporary or project employee without posting. Converted temporary or project positions that represent a promotional opportunity for regular employees within the department may not be filled without a competitive posting.
- 8.4.10 By absorption of a position from another entity. Employees may be placed in the bargaining unit by virtue of absorption of a function or position from another public entity in certain qualifying circumstances. Those circumstances and the rights and privileges extended to the “absorbed” employee shall be specified by County policy, which shall be used as a guideline. Unresolved issues pertinent to absorption/mergers and its impact shall be resolved through mutual agreement of the Union and the County. If the County considers changes to this policy, the Union shall be notified in writing and shall be afforded the opportunity to negotiate any change.

ARTICLE 9. WORK HOURS

9.1 Employee Work Schedules. Regular scheduled work will be scheduled Monday through Friday, excluding lunch periods. The available work schedules shall be one of the following:

- a. Five (5) consecutive days of eight (8) consecutive hours.
- b. Four (4) days of nine (9) hours and a day of four (4) hours.
- c. Eight (8) days of nine (9) hours and one (1) day of eight (8) hours, during a two (2) week period – by mutual agreement of the parties.
- d. Other alternative work schedules providing there are no inherent additional payroll costs to the County – by mutual agreement of the parties.

9.1.1 Except in cases of emergency or other unavoidable circumstances beyond the County's control, employees shall be notified in writing of permanent changes in the work schedule at least seven (7) days in advance of their effective date. Schedule changes made in non-emergency situations with less than seven (7) days' notice shall result in the payment of overtime for all work hours outside of the normal shift until the seven (7) day notice period has elapsed.

9.2 Starting Times. The employee's work shift shall begin between 6:30 AM and 9:00 AM at the employee's regularly assigned workstation and end no later than 5:00 PM.

9.3 Alternative Schedules and Changes.

9.3.1 For the purpose of this Section an alternative work schedule is considered to be a change to a schedule other than those listed in Section 9.1 above.

9.3.2 Employees or the County may propose alternative work schedules within the limits of a maximum forty (40) hour per week schedule and such schedules may be established by mutual agreement of the Union and the County. No work schedule is permitted which would result in the payment of overtime for hours worked during the regular work shift. This Section is intended to address long term or continuing schedule changes.

9.3.3 It is understood some worked performed need to be done after normal working hours. The County will provide notice as soon as possible.

9.4 Flexing. With advance approval of the appropriate level of management (as determined by the department), employees may "flex" their schedules within a work week, with the exception of their flex day (day they work 8 hours/scheduled flex day off), for example working a nine (9) hour day followed by a seven (7) hour day to accommodate personal or work situations or to balance a holiday work week as described in Article 13.3.1 in this Agreement. This Section is intended to address occasional or intermittent changes to the schedule.

9.5 Meals and Breaks. All employees shall have unpaid one (1) meal period at the approximate midpoint of each work shift of five (5) hours or more and two (2) paid rest periods of fifteen (15) minutes each, one (1) in each half of a full-time shift. An employee who normally receives a one half (½) hour meal period may request a one (1) hour meal period or vice versa. Employees may not forego a meal period to curtail the length of their working day.

ARTICLE 10. OVERTIME

10.1 Compensation for Overtime. Employees shall be paid overtime at the rate of one and a half (1½) times their regular rate of pay for hours worked in excess of their regularly scheduled daily shift. Overtime will be paid to the nearest quarter (1/4) hour.

10.2 Compensatory Time Option. An employee may elect to choose compensatory time in lieu of pay for overtime hours worked, including worked holidays. The maximum compensatory time accrual cannot exceed one hundred twenty (120) hours.

The election to have compensatory time hours banked in lieu of pay must be made at the time the work has been done. If no election is made, overtime will be paid as usual. The use of compensable time shall be scheduled as is presently done with other leaves. Any unused compensable time will be cashed out upon termination or transfer to another department at the employee's current rate of pay.

10.3 Over-time must be authorized by the employee's direct supervisor or designee prior to being worked.

- a. The county will make a reasonable effort to distribute overtime on an equitable basis among employees working within the same job classification within each work unit.

10.4 Callback Pay. Callback is where an employee is required to return to work outside of their regular work hours, except for those hours contiguous with the employee's regular shift. An employee who is called back to work after completion of his/her regular shift shall receive callback pay as provided herein.

- a. Unscheduled callbacks, on regular workday or on regular day off: Two (2) hours plus time worked, all paid at time and a half (1½) with a minimum of two (2) hours (on time worked).
- b. Scheduled callbacks, with at least twenty-four (24) hours' notice:
 - On a regular workday: Actual time worked at time and one half (1½), no minimum hours.
 - On a scheduled day off: Minimum of two (2) hours at time and one half (1½).

10.5 Assignment of Overtime. Overtime assignments shall be based on policies and procedures established at the department level. The County will attempt to meet its overtime requirements from the most senior qualified on a voluntary basis. In the event there are insufficient volunteers to meet the requirements, the County may require the necessary employees to work, based on the least senior qualified employee(s) first. Overtime work that can be performed by either regular or temporary workers shall be offered first to regular employees.

10.5.1 Once crews have been established during normal working hours and the decision is made to continue working past normal quitting time, no employee (either full or part-time) on the crew will be replaced by any other employee unless that employee specifically requests not to work overtime.

10.6 Standby Pay. Employees assigned to standby duty shall be compensated at the rate of 10% of base pay for each hour on standby except on actual holidays the rate shall be 20% of base pay for each hour on stand-by. For the purposes of this Section, standby duty assignments are defined as a requirement to remain accessible and available during assigned standby period and employees are required to return to work immediately if called. Employees whose off-duty activities are not restricted and are merely subject to being called are not considered to be on standby.

10.6.1 The standby period will start on Wednesday at the end of an employee's normally scheduled shift and end the following Wednesday at the beginning of the employee's normally scheduled shift. Employees will be required to carry a County issued phone during their standby period. Employees will be assigned to standby in a weekly rotation, as assigned by their supervisor or designee.

10.6.2 Employees assigned to standby will be allowed to take their assigned County vehicle home during their standby period.

10.6.3 Employees assigned to standby duty and are required to return to work will be paid for actual time worked at the rate of time and a half (1½) with a two (2) hour minimum.

10.7 Telephone Calls and Remote Dial In. Employees who answer work related telephone calls outside of their normal shift, or are authorized by the County to use a computer for responding to emergencies outside of their normal shift, shall receive the following compensation:

10.7.1 On a regularly scheduled workday, employees will be paid for actual hours worked, rounded to the nearest half (½) hour and paid at time and one half (1½).

10.7.2 On scheduled day off, employees will be paid a minimum of one (1) hour at time and one half (1½) for each call or computer response.

ARTICLE 11. COMPENSATION

11.1 Salary Schedule. The salary schedules for employees covered by this Agreement shall be shown on Exhibit A in this Agreement.

11.2 Hourly Basis and Calculation.

11.2.1 Employees covered by this Agreement shall be paid on an hourly basis. The hourly salary for an employee's classification shall be as specified by this Agreement and the County Pay Plan. The employee's annual and monthly salary shall be calculated by multiplying the hourly rate by the hours scheduled to work (2080 per year and 173.33 per month for a full-time employee). No use of the term "salary" in this Agreement shall be construed to require or allow employees to be treated as exempt or salaried employees under the FLSA.

11.2.2 **Hourly rate computation.** Employees' base hourly rate shall be as specified in the pay plan.

11.2.2.1 Paid leave shall include work-out-of-class pay only if the employee was assigned in the weeks before and after use of the leave and the assignment is a minimum of fifteen (15) consecutive working days duration.

11.2.2.2 All cash-outs of paid leave shall be paid at the employee's base hourly rate of pay.

11.2.2.3 Employees who work overtime while in a work-out-of-class situation shall be compensated at the time and one half (1½) on the pay rate at the time of the assignment if the employee elects to receive pay for the time. If the employee elects CTO (Compensatory Time Off), the premium pay will not be included when the time off is taken.

11.3 Salary Increases.

11.3.1 Effective upon signing this agreement the County shall implement a reclassification increase to \$49.00 per hour for Facilities Electrician and Facilities Plumber classifications. Lead classifications shall receive a percentage premium over the Journeyman hourly rate as described in 11.4.1.

11.3.2 Effective January 1, 2025, the salary schedule shall be increased by three to five percent (3-5%) CPI-W range based on West Class A Cities as reported for the first half of the previous year as reported in July.

11.3.3 Effective January 1, 2026, the salary schedule shall be increased by three to five percent (3-5%) CPI-W range based on West Class A Cities as reported for the first half of the previous year as reported in July.

11.4 Premium Payments

11.4.1 Employees assigned and/or performing lead responsibilities shall receive a ten percent (10%) increase above the journeyman hourly rate.

11.5 Meal Allowances. Employees shall be eligible for a meal allowance of twelve dollars (\$12.00) after each four (4) consecutive hours of overtime worked contiguously with the regular shift. Employees shall be eligible for a meal allowance of twelve dollars (\$12.00) after eight (8) hours of overtime on a day off and then for each additional four (4) consecutive hours of overtime. Employees working overtime while in a travel capacity shall be eligible for a meal allowance under the travel policy only. Employees entitled to meals as part of their per diem while in a travel capacity shall not be entitled to double reimbursement for the same meal under the overtime meal provision.

11.6 Mileage Reimbursement. Employees who are required by the County to use their personal vehicles for County business shall be reimbursed for work related mileage. The reimbursement rates shall be adjusted at such times and in such amounts as the IRS-approved mileage reimbursement rate is adjusted.

11.7 Payroll. Employees shall be paid on the 10th and 25th of each month, reflecting actual hours worked and leave taken/earned for the preceding half month work period (1st to 15th and 16th to end of month). If payday falls on a Saturday, Sunday or holiday, paychecks shall be issued on the previous workday.

11.8 Overpayments and Underpayments.

11.8.1 The County shall correct the pay rate or amount of any form of compensation or benefit found to have been overpaid or underpaid. Underpayments by the County shall be paid to the employee in a single payment on the next pay period.

11.8.2 Overpayments must be returned to the County and employees are required to consent to the payroll deductions necessary to affect such repayments. With agreement of the County, employees may elect to repay the County by check.

11.8.3 In cases where the overpayment occurred over a period of time, such as an incorrect pay rate, the employee shall not be required to repay the County at a rate greater than the overpayment occurs. For example, an employee repaying the County for overpayment that occurred over six (6) pay periods would be entitled to repay the funds over six (6) pay periods.

11.8.4 Repayments shall be made by payroll adjustment unless other arrangements have been made with payroll. If agreement on a repayment schedule cannot be reached, the county may initiate a deduction not to exceed 5% of the employee's earnings in a pay period other than the final pay period. The deductions shall continue until the overpayment is fully recouped.

11.8.5 An employee may request a Union Representative attend any meeting scheduled to discuss the overpayment and repayment options.

11.9 Uniforms and Allowances. Non-probationary employees will receive a clothing/shoe allowance up to \$550 annually. New employees will receive a clothing/shoe allowance prorated to their date of hire and contingent upon successful completion of probation. All items available, as approved by management, must be ordered through the Clark County Facilities Management warehouse. Employees receiving this allowance are expected to dress at work in a manner which is consistent with the dress requirements for their respective work area and priority of allowance will be given to clothing. Any exception must be approved by the division manager.

11.9.1 Where state law requires the employer to provide personal protective equipment the County will comply. The County shall continue to provide protective equipment and clothing when required under state law for specific functions.

ARTICLE 12. VACATION

12.1 Accrual Basis. Employees shall accrue vacation the first day of employment but shall not be eligible to sell back or receive termination payoff until completion of six (6) months of service. New employees are generally not authorized use of vacation in the first six (6) months of employment, but exceptions may be authorized by the department head or elected official.

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

12.2 Accrual Rates. Regular full-time employees shall accrue vacation according to the following schedule, until January 1, 2024:

12.2 (a)

Completed Years of Service	Hours per Month	Hours per Year	Maximum Hours
Start	8.00	96.00	96
1	10.00	120.00	240
5	12.00	144.00	288
10	14.00	168.00	336
15	16.00	192.00	384
20	18.00	216.00	432
25	20.00	240.00	480
30	20.67	248.00	496

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

12.2 (b) Effective January 1, 2024, regular full-time employees shall accrue vacation according to the following schedule:

Completed Years of Service	Hours per Month	Hours per Year	Maximum Hours
Start	8.00	96.00	N/A
1	10.00	120.00	208
5	12.00	144.00	256
10	14.00	168.00	304
15	16.00	192.00	352
20	18.00	216.00	400
25	20.00	240.00	400
30	20.67	248.00	400

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

12.3.1. Effective January 1, 2024, employees who have vacation accrual amounts above the maximum of four hundred (400) hours shall be grandfathered at a cap of four hundred and ninety-six (496) until the employee terminates employment, be it voluntary or involuntary.

12.4 Vacation Scheduling. Employee requests for vacation leave shall normally be granted, provided the requested time off would not interfere with workload requirements and schedules. Applicable vacation scheduling arrangements, for example, seniority-based bidding systems, may be developed at the department level. If requested by an employee, a vacation request, which is denied, will be accompanied by an explanation for denial. Response for time off request shall be in a timely manner.

12.4.1 Blackout dates for vacation scheduling will be permitted for unusual departmental situations. In such circumstances the department will first meet with the Union through the Labor/Management Committee and the Union will have input on the proposed black out schedule.

12.4.2 Vacation requests may be in one-half (½) hour increments and should comply with procedures outlined for the use of vacation except that departments may authorize shorter advance request requirements or less formal application procedures.

12.5 Vacation Sell Back. Employees may be eligible to sell back up to forty (40) vacation hours on or before December 31st annually. To be eligible to sell back vacation hours the employee must have used at least forty (40) hours of vacation time during the next calendar year. This election is irrevocable.

To receive compensation in lieu of time off, the employee must submit a completed Request to Sell Vacation form to the Payroll Department on or before December 31st and this election would apply on January 1st of the following year.

12.6 Termination Payoff. Upon termination of County employment with more than six (6) months of service, an employee shall be paid for all accrued and unused vacation and compensatory time at his or her final base hourly rate of pay. The termination payoff shall be based on the base (excluding shift differential or other forms of premium pay) hourly rate of payas of the last day of work. Employees may not elect to extend employment beyond the last day of work by using accumulated leave.

12.7 Vacation Leave Donation Plan. Regular full-time or part-time employees may donate vacation to the sick leave account of another employee. Time can be used for the employee's medical condition or due to the medical condition of a family member.

12.7.1 Determination of eligibility for an employee to receive donations will be based on provisions and requirements of FMLA except that employees are not required to meet the twelve (12) months of employment requirement.

12.7.2 Leave amounts shall be calculated based on the donor's hourly rate and credited to the receiving employee based on his/her hourly rate.

12.7.3 Each donation must be a minimum of four (4) hours.

12.7.4 Once credited to the receiving employee, the donated hours will be considered as all other accrued sick leave.

12.7.5 To be eligible to donate vacation time, an employee must have used and/or maintained a balance totaling eighty (80) hours vacation and/or floating holidays for his/her own usage during the calendar year.

ARTICLE 13. HOLIDAYS

13.1 Observed Holidays. The following days are recognized as legal paid holidays for which time off is to be granted:

New Year's Day – January 1st
Martin Luther King's Birthday – Third Monday in January
Presidents' Day – Third Monday in February
Memorial Day – Last Monday in May
Juneteenth – June 19th
Independence Day – July 4th
Labor Day – First Monday in September
Veterans' Day – November 11th
Thanksgiving Day – Fourth Thursday in November
The day immediately following Thanksgiving Day
Christmas Day – December 25th

13.1.1 Any of the above holidays which fall on a Saturday shall be observed on the previous Friday. Any of the above holidays which fall on a Sunday shall be observed on the following Monday.

13.1.2 Employees shall receive the same number of holidays regardless of work schedule. If the date of observance of a holiday that falls on an employee's day off, the employee shall receive an alternative day off during that pay period or as otherwise approved by their Supervisor, after discussion with the employee, or be paid for the holiday, but alternative day cannot trigger overtime pay; excluding provisions outlined in Article 10 within this Agreement. To be eligible for pay for a holiday, the employee must be in paid status on the scheduled workdays immediately before and after the holiday. Employees will not receive pay for holidays occurring during an unpaid leave of absence or after the last day of work in the case of termination. The first (1st) day of work for a new employee may not be the day of a holiday.

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

13.2 Floating Holidays. Employees shall receive three (3) floating holidays per year. Floating holidays shall be credited on January 1st of each year.

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

13.2.2 Requests for use of floating holidays may be in increments of one-half (½) hour. Requests should comply with procedures outlined for the use of vacation except

that departments may authorize shorter advance request requirements or less formal application procedures.

- 13.2.3 New employees shall receive a pro-rata share of floating holiday hours at the rate of one twelfth (1/12) of the annual entitlement for each full month of service during the year. Employees who terminate during the year shall be entitled to cash out unused floating holiday hours based on the foregoing formula.

13.3 Part-Time and Variable Schedule Employees. Part-time employees shall be credited with observed and floating holidays on a pro-rata basis based upon the ratio of their assigned schedule to full-time employment.

- 13.3.1 Employees working a full time but irregular schedule such as a 4-10, or other alternative work schedule, arrangement shall receive eight (8) hours of holiday leave for each observed or floating holiday. Full pay for the period may be obtained by charging additional leave, e.g., a 4-10 employee can use eight (8) hours of regular holiday time and two (2) hours of floating holiday time to receive full pay for a holiday falling on the day of a ten (10) hour shift or may take it as unpaid leave. To the extent that it is compatible with business needs of the County, and with approval of department management, full pay for the period may be obtained by permitting employees to flex their schedules to “make up” the hours to a maximum of forty (40) hours per work week (overtime will not result from hours worked to earn the “make-up” holiday hours). Employees must notify their supervisor at least two (2) weeks in advance of their desire to flex their schedule during a work week in which a holiday may fall.

13.4 Holiday Work Premium. Regular full-time and regular part-time employees who are required to work on a holiday shall be compensated in pay or compensatory time off at the rate of time and one half (1½) for all hours worked. Individual employees who work on both the legal holiday and the day of its observance will receive the holiday work premium on either day but not both. As with overtime, the choice of compensatory time off is at the employee’s discretion.

- 13.4.1 Holiday time shall be counted as time worked only for the purposes of paying overtime for work outside of the regular schedule. Holiday hours paid for a holiday falling on the employee’s day off, shall be paid at the straight time rate. For example, a Tuesday through Friday 4-10 employee shall receive eight (8) hours pay (or compensatory time pursuant to Article 10.3) for a holiday which falls on Monday and shall thus be compensated for forty-eight (48) straight time hours for the week.

ARTICLE 14. SICK LEAVE

14.1 Purpose. Sick leave is provided to continue pay during illness or injury incapacitating the employee to perform their work, contagious disease whereby their 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 County and the Union agree that sick leave use is subject to certain conditions and in accordance with the Washington State Sick Leave Act (RCW 49.46.210).

14.1.1 Use of sick leave is contingent upon following required reporting procedures and compliance with the purposes of sick leave. Employees who fail to call in according to procedures or fail to provide medical verification, if properly requested, may be charged unpaid time for the absence.

14.1.2 With prior approval, earned vacation leave or accrued compensatory time may be used when accrued sick leave is not available for an absence necessitated by illness or injury.

14.2 Sick Leave Accruals. Full time employees covered by this Article shall accrue sick leave at the rate of four hours per pay period or ninety-six (96) hours per year. Sick leave may be accumulated up to a maximum rollover of twelve hundred (1200) hours. Accruals and maximum accumulation shall be prorated for regular part-time employees.

14.2.1 Employees shall accrue sick leave based on paid hours.

14.2.2 No accrual shall occur during unpaid leave and sick leave accrual will be pro-rated based on the number of hours in paid status up to a maximum of the employee's full or part time schedule.

14.3 Workers' Compensation Integration. An employee may charge their sick leave account, or other accrued paid leave if their sick leave balance is exhausted, for the difference between any compensation received from the Workers' Compensation Insurance and the employees' normal pay for injuries or illnesses covered by Workers' Compensation. The calculation shall be based on the difference between the employee's pay period compensation (rate times pay period hours) minus the benefits from Workers' Compensation. Employees may use accrued sick leave or other accrued leave for the first three (3) day waiting period for Time Loss benefits.

14.4 Family Illness Usage. Except as provided in Article 9.3.2 in this Agreement employees may use sick leave in the event of an illness or injury 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 subject to state law and County Policy, dependent children incapable of self-care of the employee or their domestic partner provided the child resides in the home of the employee and the domestic partner, parents or the step/in-law equivalents and grandparents. Sick and/or unpaid leave may be allowed to care for such other relatives and in such circumstances as required by state and federal leave laws and administrative regulations.

14.5 Medical and Dental Appointments. Except as provided in Article 10.3.2 in this Agreement sick leave will be allowed for doctor and dentist appointments for the employee or members of the employee's immediate family requiring the attendance of the employee. If the employee has used all of their sick leave, other accrued paid leave will be allowed. Employees shall make a reasonable effort to schedule these appointments to occur during off-duty hours or during the workday such as it causes the least disruption to the department. The Manager reserves the right to deny the request based on operational needs.

14.6 Reporting and Approval Procedure. Except as provided in Article 15.4 in this Agreement, employees unable to report for duty shall notify the County's designated representative in accordance with procedures and timelines established at the department level. Employees who know in advance that they will be utilizing sick leave for a particular purpose (e.g., dental or medical appointments, etc.) shall give notice of the dates of such leave as far in advance of the leave as is practicable, but employees shall take into consideration department needs and recognize that under normal circumstances a twenty-four (24) hour notification is reasonable. Employees who fail to notify the department of an absence are subject to disciplinary action for absence without leave.

14.7 Medical Verification. The County may require a physician's certification of the nature and duration of an employee's disability or absences from work for absences exceeding three (3) days of an employee's ability to return to work, and/or of an employee's ability to continue the full performance of his or her duties.

14.8 Attendance. The parties agree that employee attendance is an important element of overall job performance, contribution to the organization and service to the community.

14.8.1 The parties also agree that the effective management of employee attendance should incorporate the following overall principles:

- Management is responsible for taking appropriate, corrective action when attendance falls below expectations in accordance with the Washington State Sick Leave Act and/or when they go into unpaid status (including progressive discipline as outlined in Article 20.2 in this Agreement).
- Time off taken under the auspices of Federal and State disability and family leave laws will not be considered as part of an assessment of employee's attendance or a corrective action plan.

14.8.2 For the purposes of this Section, "attendance" refers only to absences due to illness or injury in accordance with the Washington State Sick Leave Act; and not to scheduled absences such as vacation, comp time, floating holidays, bereavement leave, military leave, industrial injury leave, jury duty, and scheduled sick leave. Scheduled absences are those that have prior supervisory approval.

14.9 Sick Leave Payoff. Employees who separate from County service via resignation or layoff with at least ten (10) years of service will be paid for accrued but unused sick leave at their base rate of pay according to the following formula:

Portion/Tier of Accumulated hours	Percent Payable	Maximum Payout
900 to 1,200	75% of hours over 899	225
600 to 899	50% of hours over 599	150
300 to 599	25% of hours over 299	75
Total		450

For example, an employee earning fourteen dollars (\$14.00) per hour with a balance of twelve hundred (1200) hours would be paid for seventy-five percent (75%) of the top bank of three hundred (300) hours ($1200-900 \times 75\% = 225$ hours), fifty percent (50%) of the next bank of three hundred (300) hours ($900-600 \times 50\% = 150$ hours) and twenty-five (25%) of the next bank ($600-300 \times 25\% = 75$ hours) for a total of four hundred and fifty (450) hours or sixty-three hundred dollars (\$6,300). Employees with balances below 300 hours are not eligible for payoff.

ARTICLE 15. OTHER LEAVES

15.1 Bereavement and Funeral Leave. A regular employee shall be granted up to three workdays (maximum twenty-four [24] hours) 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 (maximum sixteen [16] hours) of paid bereavement leave when air travel or one-way land travel of four hours (4) or longer is necessary. To be eligible for the additional one (1) or two (2) days (maximum eight [8] or sixteen [16] hours) paid leave, pre-authorization from the Department Director or designate is required. Bereavement leave shall be prorated based on FTE and may be used consecutively or non-consecutively. Bereavement leave shall normally be used within two (2) weeks of the date of the death. Exceptions to the two (2)-week use provision will be considered on a case-by-case basis and requires a manager's approval.

Bereavement leave may be used for qualifying family members in the case of imminent death, but the total bereavement leave portion shall not exceed the three (3) or five (5) workday (maximum forty [40] hour) limitation. For the purposes of this Section, eligible family members are:

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

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

15.1.2 Time off with pay for no more than three (3) hours of bereavement leave will be allowed for attending the funeral or memorial service of a County employee.

15.1.3 Employees may request, in writing, up to three (3) hours of bereavement leave for attending the funeral or memorial service of a County employee retiree with Supervisor consideration and approval.

15.2 Military Leave. The County shall abide by the provisions of federal and state laws to provide military leave and reinstatement rights for employees. The provisions of the laws are defined under the Uniformed Services Employment and Reemployment Rights Act (USERRA), and Washington State Law RCW 38.40.060. Employee benefits will only continue for those months in which the employee is in a paid status the first working day of the month.

15.3 Civic Duty and Examination Leave.

- 15.3.1 Leave with pay shall be granted as necessary to allow employees to serve as a member of a jury. Any compensation received by the employee for such duties, excluding mileage allowance and meal 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. When an employee is excused or dismissed from jury duty, they shall promptly notify the County. Employees may 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.
- 15.3.2 Service as a witness, as a representative of the County, in matters arising from the course and scope of employment shall be considered on-duty time. Service as a witness under subpoena or party to non-job-related matters shall be charged against the employee's vacation, floating holiday or comp time balance. Should the employee have no leave available then they shall be allowed to use unpaid leave.
- 15.3.3 Upon prior notice to their Supervisor, an employee shall be allowed paid work time to take examinations required for other positions within the County when the process occurs during the employee's normal work schedule. Testing offered and undertaken on a day off during non-work hours shall not be considered working hours for overtime calculation purposes.

15.4 Serious Health Conditions, FMLA and Family Care Leave. The County shall authorize leaves of absence to employees for qualifying circumstances, as specified in the Federal Family and Medical Leave Act (FMLA), the Washington Family Leave Law, the Family Care Act, this Agreement, and other relevant statutes.

- 15.4.1 **Reporting Requirements.** Employees unable to report for duty shall notify the employer's designated representative in accordance with procedures and timelines established at the department level. The employees requesting leave for a qualifying circumstance under this Article must state why they are off work, the expected duration of the time off of work, and if the leave is to care for a family member the employee must identify which family member. In situations where an emergency arises the employee must notify the designated representative as soon as reasonably possible under the circumstances. For Family Care Leave the employee should provide as much advance notice of the need as possible. For FMLA leave, where possible, an employee should give thirty (30) calendar days advance notice of the need for leave; if thirty (30) calendar days advance notice is not possible the employee or the employee's designee shall request leave as soon as the employee knows of the need to be a way from work.

15.4.2 **Family Care Leave.** Regular and part-time employees who have accrued paid leave available and have a dependent covered under the Act with a qualified health condition shall be eligible for Family Care Leave. An eligible employee is entitled to use accrued sick leave or other accrued paid time including Comp Time to care for a legal spouse, parent, parent-in-law, or grandparent of the employee who has a serious health condition or emergency condition, or to care for a child of the employee with a health condition that requires treatment or supervision if the child is either under eighteen (18) years of age or older but incapable of self-care because of mental or physical disability. Family Care Act leave that also qualifies for FMLA and/or the Washington Family Leave Law shall be counted concurrently. The duration of leave under the Family Care Act will continue as long as the employee has accrued paid time available, and the family member has a qualified health condition.

15.4.3 **Family Medical Leave.** An FMLA eligible employee may take up to twelve (12) weeks of job protected leave from work because of a serious health condition, a family member's serious health condition, or for parental leave to care for a newborn or newly adopted or placed child. Under FMLA, a family member is an employee's parent or person who acted as a parent, legal spouse, or a child who is either under age eighteen (18) or older and incapable of self-care because of a mental or physical disability. Unpaid leave shall be authorized only after the exhaustion of all other available paid leaves including Comp Time except if the employee has applied and/or is receiving Washington State Paid Family and Medical Leave benefits, PFML. At the time of initial placement, parents of adopted children may use sick leave to care for the child under the same conditions granted natural parents. A birth mother's period of temporary pregnancy related disability shall not be deducted from the twelve (12) week FMLA leave entitlement. All other paid time including Comp Time used during FMLA leave shall be deducted from the twelve (12) week leave entitlement.

15.4.3.1 With the agreement of the department, employees may work a reduced work schedule for up to two (2) months preceding and/or following the period of parental leave.

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

15.5 Workers' Compensation. All employees are covered by the Washington State Workers' Compensation Act for injuries or illnesses received while at work for the County. An employee may charge their sick leave account, or other accrued paid leave if their sick leave balance is exhausted, for the difference between any compensation received from the Workers' Compensation Insurance and the employee's normal pay for injuries or illnesses covered by Workers' Compensation Insurance and the employees' normal pay for injuries or illnesses covered by Workers' Compensation. The calculation shall be based on the difference between the employee's pay period compensation (rate times pay period hours) minus the benefits from Workers' Compensation. Employees may use accrued sick leave or other accrued leave for the first three (3) day waiting period for Time Loss benefits.

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

15.6.1 All requests for leaves of absence or extensions shall be submitted in writing to the department head or their designee and approved in advance of the effective date. Employees reporting to work at the end of an authorized leave of absence shall be employed in the same class held at the start of such leave of absence.

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

15.6.3 Paid leave taken prior to going on unpaid leave shall not be counted toward the twelve (12) month maximum. Unless otherwise authorized by the department head and Human Resources, the employee must exhaust all applicable leave before going on unpaid status.

15.7 Mandatory leave. The department may place an employee on an appropriate category of leave if it can be reasonably concluded that they cannot be permitted to work without risk to the health and safety of the employee, coworkers, or the public.

ARTICLE 16. INSURANCE

16.1 The Multi-party Healthcare Committee will function under the provisions of the Memorandum of Understanding (Exhibit C) and will make decisions regarding healthcare expenditures and plans for medical and dental coverage for the plan years covered by this agreement.

16.1.1 Except for provisions of this Article and the Exhibit “C” in this Agreement, the County reserves the exclusive right to make any changes, reductions, modifications, deletions or improvements to be in compliance with any State and Federal laws. The County agrees to discuss any amendments with the Union prior to implementation.

16.2 Eligibility. Eligibility is defined below unless otherwise required by Federal or State law. The County agrees to make available to eligible employees and their dependents one medical/dental plan.

16.2.1 Employees shall be eligible for medical insurance effective the first (1st) of the month following date of hire as long as the online enrollment is completed within thirty-one (31) calendar days from the date coverage is effective. Coverage will terminate at the end of the last day of the month in which employment ends.

16.2.2 Dental coverage will begin the first (1st) of the month following ninety (90) calendar days of employment. Coverage will terminate at the end of the last day of the month in which employment ends.

16.2.3 Part-time employees whose regular schedule calls for thirty (30) hours per week (.75 FTE) or more shall be eligible for the full County contribution.

16.2.3.1 Part-time employees whose regular schedule calls for twenty (20) – twenty-nine (29) (.5 - .749 FTE) hours per week shall be eligible for seventy percent (70%) of the County’s contribution for the medical and dental plan selected by the employee. The employee shall contribute the amount above the County contributions.

16.2.3.2 Temporary changes in work hours will not result in a change in benefits available or employer contribution, unless the change in hours continues for three (3) consecutive months or more and then the change will be effective the first (1st) of the fourth (4th) consecutive month or unless otherwise required by Federal or State law. When the temporary change is anticipated to last longer than three (3) months, the change will become effective immediately on the first (1st) of the following month.

- 16.2.4 Project employees shall be eligible for the medical and dental plans and contributions shall be determined in the same manner as regular employees.
- 16.2.5 Eligible dependents include legal spouse, domestic partner, and dependent children including the domestic partner's children until age twenty-six (26). Employees adding a domestic partner must submit the required Affidavit of Domestic Partnership to HR-Benefits.
- 16.2.6 **Qualified Family Status Changes.** Enrollment changes as a result of a qualified family status change will be provided in accordance with state or federal laws and County policy. Enrollment changes must be received by the County with the applicable documentation within thirty-one (31) calendar days [sixty (60) calendar days for newborns or children placed with the employee for adoption] and shall be effective the first (1st) of the month following the date of the qualifying event; except in the case of newborns and adoptions, coverage is effective on the date of birth or placement in the home. Enrollment changes must be received by the County with the applicable documentation within thirty-one (31) calendar days [sixty (60) calendar days for newborns or children placed for adoption] otherwise coverage cannot be obtained until the next open enrollment with coverage effective January 1st of the following year.
- 16.2.7 **Eligibility for coverage during unpaid leave.** Employees will have continuous coverage during an unpaid leave of absence if covered by Federal or State leave laws. Employees are responsible for paying their portion of the insurance premium if they are in unpaid status, except for individuals placed on unpaid administrative leave (i.e., suspension). For other unpaid leaves, any month in which the employee is in an unpaid status the first (1st) of the month and the unpaid leave has been thirty-one (31) continuous calendar days or longer, benefits will not be provided. Coverage will be reinstated effective the first (1st) of the month following the date of the employee's return to work; except for return from USERRA leaves and other applicable State and Federal protected leaves.
- 16.2.8 For Recalled employees (within a twelve [12] month period) and employees returning from furlough, coverage is reinstated the first (1st) of the month following the date of re-employment, unless otherwise required by law.

16.3 Premiums.

- 16.3.1 Premiums, plans, and cost distribution will be determined through the Multi-party Healthcare Committee process as outlined on the Memorandum of Understanding included as Exhibit C in this Agreement.
- 16.3.2 Waiver of Health Insurance (medical and dental). Employees may waive health insurance coverage and receive cash in lieu of coverage as follows:

16.3.2.1 Medical Coverage with proof of other group medical coverage. Full-time employees (thirty [30]+ hours or more per week) receive one hundred and thirty dollars (\$130.00) per month (sixty-five dollars [\$65.00] per pay period); part-time employees (twenty [20] – twenty-nine [29] hours per week) receive ninety-one dollars [\$91.00] per month (forty-five dollars and fifty cents [\$45.50] per pay period).

16.3.2.2 Dental Coverage with proof of other group dental coverage. Full-time employees receive twenty dollars (\$20.00) per month ten dollars [\$10.00] per pay period); and part-time employees receive fourteen dollars (\$14.00) per month (seven dollars [\$7.00] per pay period).

16.3.2.3 Employees who voluntarily enroll in the High Deductible Health Plan (HDHP) and Health Savings Account (HSA) shall receive a pay period contribution of twenty dollars and eighty-three cents (\$20.83) for single coverage or forty-one dollars and sixty-seven cents (\$41.67) for family coverage.

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

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

16.6 Life Insurance. Effective first (1st) of the month following hire date, the County shall provide each employee a group term life insurance policy including accidental death and dismemberment coverage in the amount of twenty-five thousand dollars (\$25,000.00) Employee and/or dependent coverage shall be made available for employee purchase.

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

16.7 Long Term Disability Insurance. The County shall provide each employee long term disability insurance policy providing for pay continuation of sixty percent (60%) of salary with a sixty (60) day benefit waiting period and such other provisions as are provided by the plan document. Employees may also elect to purchase additional coverage under the Long-Term Disability (LTD) Buy-Up plan and will be eligible to receive sixty-six and two thirds' percent (66 2/3 %) of their covered salary. Benefits are paid up to a maximum covered salary of fifteen thousand dollars (\$15,000.00) per month, (e.g. sixty percent [60%] of seventy-five hundred dollars [\$7,500.00] month salary is forty-five hundred dollars [\$4,500.00]).

16.8 Family and Paid Medical Paid Leave. The County will offer Paid Family and Medical Leave in compliance with the Washington Paid Family and Medical Leave Program. The County will contribute to the Paid Family and Medical Program based upon the required amount to be contributed by Employers by Chapter 50A.04 RCW. The County shall deduct from the employees' wages the percent of premiums for the Paid Family and Medical Leave Program as permitted by RCW 50A.04.115(3)(b) and (c). Employees will be required to participate in the Paid Family and Medical Leave Program per RCW 50A.04.

16.9 Continuation of Benefits.

16.9.1 Pursuant to federal or state law, Clark County employees and/or dependents that lose group health care coverage are eligible to continue participation in the group health plan for the time periods as defined under the Consolidated Omnibus Budget Reconciliation. The affected employee and/or dependent are responsible for the cost of the coverage plus an administrative fee, if applicable.

16.9.2 County provided health benefits are continued during an approved leave of absence under family and medical leave, or other applicable Federal and State leave laws, or due to job related accident or illness. If the employee chooses not to return to work following an approved family and medical leave for reasons other than a continued serious health condition, the employee will be required to reimburse the County the amount if paid for the employee's health insurance premiums.

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

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

ARTICLE 17. OTHER BENEFITS

17.1 Retirement Plan. The County participates in the Washington State Department of Retirement System. The County and eligible employees are required to contribute a percentage of compensable earnings as set by the State Legislature.

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

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

17.4 Employee Assistance Program. The County agrees to make available an Employee Assistance Program (EAP) providing confidential counseling services to employees and their eligible dependents.

17.5 Parking. The County Campus Parking Management Plan represents the guidelines for parking within the downtown campus. Except as indicated herein, this Plan applies in its entirety. Exceptions to this plan are as noted below:

- a. Employees will be allowed replacement permit without charge if the need is due to no fault of the employee.
- b. Replacement permits will cost five dollars (\$5.00) per replacement.

Employees choosing to park in downtown campus, County-provided parking lots shall pay a monthly fee as shown in the schedule below labeled Current Fee. The County may increase the fee(s) by up to 15% of the life of the Agreement and the County agrees to provide a minimum of thirty (30) day notice prior to increasing fee(s). The new Maximum Fee is shown below.

Category of Parking	Current Fee*	Maximum Fee
General Access	\$22.00	\$23.00
Uncovered Reserved	\$38.50	\$40.25
Covered Reserved	\$55.00	\$57.50

- 17.5.1 As part of the County's Commute Trip Reduction efforts, the County will provide employees who commute via bus to and from work, with HOP cards equal to an adult local monthly pass for the term of this Agreement.

17.6 Dues and Memberships. Funding for or reimbursement of dues and membership shall be at the discretion of department heads and elected officials.

ARTICLE 18. SENIORITY

- 18.1** The following seniority rules shall apply to all employees covered by this agreement.
- 18.1.1 Bargaining Unit Seniority is determined by the length of service in classifications within the bargaining unit in the Facilities Department since the last date of hire or appointment to a position in the bargaining unit.
- 18.1.2 Classification Seniority is defined as the length of service in a classification since the last date of hire or appointment into a regular budgeted classification. This date may be adjusted for any time served under another classification.
- 18.1.3 Seniority is determined by the length of an employee's continuous active employment with the County for the purposes of retirement eligibility, layoff, and recall.
- 18.2** The County shall create and maintain County and individual Journeyman level seniority lists. The County will provide the Union an updated seniority lists each year upon request.
- 18.2.1 The first six (6) months of employment shall constitute a probationary period, during which time seniority need not apply. After the first six (6) months of employment, all names must appear on seniority lists as of the first day of employment. The probationary period may be extended by mutual agreement of the County and the Union.
- 18.3** Except as provided under the definition of re-employment, an employee shall lose all seniority in the event of termination for just cause or voluntary resignation. Employees shall maintain, but not accrue, seniority during leaves of absence of 15 days or more. Employees who are granted leaves of absence for any of the following reasons shall accrue seniority for the period of such leave:
- a. Induction under Selective Service.
 - b. Assignment to active duty in Army, Navy, National Guard, Naval Reserves or U.S. Air Force Reserves.
 - c. On-the-job Injuries
 - d. Leave without pay of less than fifteen (15) days.
 - e. Approved, protected medical leave of 3 months or less.

ARTICLE 19. EMPLOYEE TRAINING

19.1 Employee training and development will contribute to improving the quality of services provided by the Department while facilitating the career advancement and skill enhancement for employees. Supervisor(s) will work in coordination with employees to identify applicable training to ensure they remain abreast of current technology/applications relevant to their position.

19.1.1 Types of training which may be part of career development include online or in-person workshops, seminars, conferences, Union revision, subject to management approval.

19.1.2 Each Union member may be afforded 24 hours of training each year as described above, subject to budget capacity.

19.1.3 The County will pay for the costs of General Journeyman Electrical or Plumbing license, this is to include CEU's.

19.1.4 All employees working under this agreement must possess a valid General Journeyman Electrical or Plumbing Washington State trades license.

19.2 License and Certifications. The County shall reimburse or otherwise pay the cost of licenses or certifications which are required to maintain employment in the current classification. This shall include cases where new requirements are established.

19.3 Tuition Reimbursement. The County shall reimburse an employee for the cost of tuition, registration, associated books and fees for any classes, seminars or conferences taken by an employee on the employee's own time which are directly related to the employee's current position and which, in the opinion of the County, will result in improved job performance. Prior approval from the Department Head and Human Resources is required and is subject to the availability of budgeted funds. For courses or training for which a grade is issued, the employee must attain a grade of "C" or better in order to receive reimbursement.

ARTICLE 20. DISCIPLINE AND TERMINATION

20.1 Probationary Periods.

20.1.1 New employees shall serve a probationary period of six (6) months, plus any period of unpaid leave occurring during the probationary period. Employees shall also serve a three (3) month probationary period following promotion, or transfer to a new classification. In other instances, the probationary period shall be six (6) months unless specified otherwise by this Agreement or said period is extended by mutual agreement of the employee, the Union and the County.

20.1.2 The County may discipline or discharge an employee at any time during an initial or promotional probationary period, with or without cause, and such discipline or discharge shall not be subject to appeal except that promotional probationary employees shall have the right to grieve a discharge. Employees who fail a promotional probationary period shall be returned to their former classification, position and salary step.

20.2 Disciplinary Actions. Regular employees may be disciplined in the form of a documented verbal warning, written warning, suspension, demotion or discharge for just cause except that documented verbal warnings are not grievable. The County may issue documented verbal warnings, but such documentation shall not be included in the employee's personnel file, nor shall a documented verbal warning remain in effect for more than twelve (12) months. Prior to the issuance of a Performance Improvement Plan (PIP), the employee must receive a documented verbal warning regarding unsatisfactory performance. Grievances concerning written warnings may not be processed beyond step 3, Human Resources Director as the Council's designee for Labor Relations.

20.2.1 In the case of a suspension, demotion or discharge, the employee shall be provided a letter setting forth the reason(s) for such action and shall be entitled to respond to the reasons or recommended discipline before such action is taken. Employees are entitled to Union representation at such meetings.

20.2.2 Employees shall be given copies of all disciplinary letters or performance evaluations before placement of such material into their personnel file and will be required to acknowledge receipt in writing. The employee's signature shall not be construed as agreement or concurrence with the discipline or evaluation. Copies of written reprimands and any other disciplinary letters will be provided to the Union.

20.3 Disciplinary Investigations and Meetings. In disciplinary investigations, an employee shall be afforded all Constitutional rights customarily associated with the Weingarten and Loudermill cases. If an employee is suspended prior to or during an investigation, they shall be in a pay status pending outcome of the investigation and/or disciplinary action.

Employees shall be advised of their right to Union representation during any investigatory interview or meeting which could reasonably be expected to lead to disciplinary action. Union representation is not required at non-investigatory meetings such as those conducted to notify the employee of disciplinary action being taken or imposed.

20.3.1 Except for emergent unavoidable circumstances, the Employer agrees to give at least twenty-four (24) hour notice to the Union or Steward for representation at disciplinary meetings.

20.4 Personnel Files. Disciplinary materials at the level of a written warning or higher shall be maintained in the official personnel file of the employee. Access to personnel files shall be limited to the employee, their authorized representative, officials of the County who have a business need for the access or as required by public records and freedom of information laws at the federal or state level. Employees shall have the right to review their files after providing reasonable advance notice and shall have the right to attach reasonable materials in explanation of or rebuttal to adverse materials. Adverse materials shall not be placed in the personnel file without the knowledge of the employee. Written warnings shall be removed after two (2) years if there are no related problems.

20.5 Voluntary Termination Procedure.

20.5.1 **Resignation.** Any employee desiring to terminate employment with the County in good standing shall present a letter of resignation at least two (2) calendar weeks prior to the effective date of termination. The date of resignation shall be the last day of work and leave payoffs shall be based on balances as of the date of termination. The letter of resignation shall indicate the effective date and the reason for the resignation. Employees who quit without adequate notice may be ineligible for future employment with the County. The department head may waive the two (2) week notification period.

20.5.2 **Retirement.** Employees who intend to retire should provide a minimum of thirty (30) days written notice of retirement date.

20.5.3 Abandonment of Position.

20.5.3.1 An employee shall be considered to have resigned via abandonment of their position based on any of the following circumstances:

- a. Absence for three (3) consecutive days without notice or approval.
- b. Failure to return from a leave of absence following the last day of approved leave after three (3) consecutive days without notice or approval.

20.5.3.2 Employees considered to have abandoned their positions will be terminated and the separation will be treated as a resignation without notice. In the event it was not the employee's intention to resign, absence without leave constitutes an adequate basis for discipline and an employee may be involuntarily terminated for action constituting abandonment of the position unless the failure to notify was clearly beyond the employee's control. The department head will send a confirming notice to employees considered to have abandoned their positions.

20.5.3.3 In the event a grievance concerning abandonment is pursued to arbitration, the Arbitrator's authority shall be limited to determining whether this Section was properly applied.

20.6 Indemnification. Clark County shall protect, defend, hold harmless and indemnify for any damages, including court ordered attorney's fees, all covered employees and their respective marital communities against any and all claims or causes of action which arise as a result of alleged acts or errors and omission occurring within the scope of their duties and responsibilities or employment with Clark County. The County may elect not to provide indemnification for acts not undertaken in good faith, acts of misconduct or if the employee fails to fully cooperate with the defense of such action. Legal representation services will be provided by the Prosecuting Attorney's Office or outside counsel at the discretion of the County.

ARTICLE 21. LAYOFF AND RECALL

21.1 The County may layoff any employee in the department whenever such action results from shortage of work or funds, the abolition of a position because of changes in organization, budget adjustments directed by the Board or other reasons outside the employer's control of a non-disciplinary nature; however, no regular or probationary employee shall be laid off while there are temporary employees serving in the class for which the regular or probationary employee is eligible and available.

21.2 Layoff and recall of probationary or regular employees shall be based on seniority.

21.3 The name of regular employees who are laid off or displaced under this Article will be placed on the recall list for the classification previously occupied in inverse order of layoff. The recall list will remain in effect for a period of one (1) year, until the employee requests that his/her name be removed from the list, or until the employee declines re-employment in the classification from which he/she was laid off, whichever is sooner. Under no circumstances shall the County hire from the open market while employees on the recall list qualified to perform the duties of the vacant position are ready, willing and able to be re-employed. The County shall notify an employee on the recall list of his/her recall to work by certified mail to the employee's last known address. The employee shall respond in writing within seven (7) days of receipt of such notification or forfeit his/her right to recall under this Article.

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

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

ARTICLE 22. SUBSTANCE ABUSE FREE WORKPLACE

22.1 Statement of Principle. The County and the Union, in keeping with the provisions of the Drug-Free Workplace Act of 1988, the Federal Motor Carrier Safety Administration (FMCSA) and the Department of Transportation (DOT) are committed to providing and maintaining a substance abuse-free working environment for the safety, physical and mental health of all employees and the public whom we serve.

Any unlawful manufacture, distribution, dispensation, possession, use or working under the influence of an illegal drug or controlled substance in or on any County facility, vehicle or while on County business is strictly prohibited. Consumption of alcohol is prohibited for employees while on duty (including any breaks, lunches, etc.) or while in a designated "on-call" status or eight (8) hours following an accident or incident (unless a breath alcohol test has already been performed).

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

1. Drug counseling and rehabilitation available through the County's medical insurance plans
2. Employee Assistance Program (EAP) that may assist in counseling employees with substance/alcohol abuse problems
3. Clark County Department of Community Services: Alcohol and Drug Services Program

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

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

22.3 Drug or Alcohol Tests Required.

22.3.1 Post Incident.

Commercial Driver's License (CDL) – Drivers (Job Required).

1. Accident occurs that involves a fatality, even if operating a Non-CDL vehicle, on or off County time and property, when operating a County vehicle.
2. Accident occurs and employee is cited, and vehicle requires towing or medical attention away from the accident; even if the employee is in a Non-CDL vehicle; on or off County time and property, when operating a County vehicle.

22.3.2 Reasonable Suspicion. Reasonable suspicion applies to all employees, including employees without a driver's license, with a driver's license and employees maintaining a Commercial Driver's License (CDL) as a part of their job requirement.

Reasonable suspicion can include:

1. Direct observation of drug use or possession.
2. Direct observation of the physical symptoms of being under the influence of a drug or alcohol, such as motor functions or speech, odor, abnormal conduct or erratic behavior.
3. Arrest for a drug related offense.
4. Information that is provided by a reliable and credible source and has been independently corroborated.
5. Evidence that the employee tampered with a previous drug test.
6. The opinion of a medical/substance abuse/chemical dependency professional employed at the worksite that an employee is using illegal controlled substances or under the influence of alcohol.
7. An on-the-job accident where it is believed a controlled substance or alcohol use has been a contributing factor in an employee injury or fatality or where the employee is cited, and the vehicle requires towing or medical attention away from the accident.

- a. **Reasonable Suspicion Procedure.** The Supervisor will request another Supervisor's (management and/or Human Resource Representative's) opinion and acknowledgment (both Supervisors must agree) prior to requesting an employee to take a reasonable suspicion drug/alcohol test. After confirmation of observance occurs, the employee shall be informed of their right to Union representation. Union representation will be expected to arrive at the scene within fifteen (15) minutes of the notification to the employee; or in an emergent circumstance this representation be accessed via telephone. This will not be construed as an opportunity for an employee to delay testing. Employees will be sequestered into a private area, if at all possible. Employees may not use tobacco products once they have been informed that reasonable suspicion has been observed until after the test has been completed.

Employees may not operate County motor vehicles or equipment after being notified that a reasonable suspicion test is warranted. Additionally, employees believed to be under the influence or impaired for any reason may be transported to the testing site, collector's office, medical facility, or tested at the job site. If transported to the testing site following the testing, the employee will be transported home via a local cab company, at the County's expense, or provided the opportunity to contact a non-duty-employee or non-employee for a ride. The employee will be informed that the law enforcement authorities shall be notified of his/her vehicle license number if the employee insists on driving. In no case will a supervisor or other on-duty employee transport the employee. If the test results are not immediate, the employee will be placed on Paid Administrative Leave until the test results are received.

22.3.3 Random Testing. (CDL only). Employees required to have a Commercial Driver's License (CDL) will be selected for testing on an unannounced, random basis throughout the year and may be selected for either drug testing alone or both drug and alcohol testing. Selection will be done via a computer based random number generator and will be made at the rate of twenty-five percent (25%) of covered employees for drug and ten percent (10%) of covered employees for alcohol testing. Every employee will have an equal chance of being selected every time a selection is made. Employees will be notified of their selection during their shift and will be expected to submit at that time to the drug/alcohol testing. Employees need not be escorted by supervisors to the testing site.

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

22.3.5 Refusal to submit to a test includes:

- Refusal to take a drug or alcohol test.

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

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

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

20.4.1 **Drug Testing.** Specimen collection for drug testing will conform to controlled certified laboratory standards to maintain documented chain of custody and assure sample reliability. Testing for drugs will be conducted at the job site, collector's office, or medical facility.

The specific procedure used for testing is as follows:

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

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

The initial drug screen shall use the Immunoassay process and the confirmatory test will be by gas chromatography/mass spectrometry. The drug testing results will be reviewed, and positive tests interpreted by the MRO.

The following tests and positive test levels shall be used:

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

¹ Delta-9-tetrahydrocannabinol-9-carboxylic acid (THCA).

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

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

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

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

⁶ Methylenedioxymethamphetamine (MDMA).

⁷ Methylenedioxyamphetamine (MDA).

⁸ Methylenedioxyethylamphetamine (MDEA).

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

The alcohol testing process will consist of the following steps:

- Upon arrival, the employee will be shown to the testing site. The site will afford the employee privacy during the process.
- The employee will provide picture identification to the BAT for inspection.
- The BAT will explain the test process and will, with the employee, complete the Alcohol Testing Form.
- The BAT will open a sealed disposable mouthpiece in view of the employee and attach it to the EBT device for a screening test.
- The employee will blow forcefully into the mouthpiece and be shown the result.
- If the test result is less than .04 (Non-CDL and .02 CDL) the test will be recorded as negative.
- If the initial test indicates an alcohol concentration of .04 (Non-CDL and .02 CDL) or greater, a second (2nd) confirmatory test will be conducted at least fifteen (15) minutes, but not more than twenty (20) minutes, after the initial test.
- Before the confirmatory test is conducted, the BAT shall conduct an airblank test which must read 0.00 to proceed.
- The confirmatory test will be conducted using the same screening procedures as the screening test with the exception of the post-test airblank.
- If the test results are not identical, the result of the confirmatory test is considered to be the final result.

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

22.5 Positive Test Results.

- 22.5.1 An employee who tested .04 (non-CDL and .02 CDL) or greater for alcohol or fails to pass a drug test will be removed from the performance of his/her job and evaluated by a substance abuse professional. An employee may substitute any available PTO, vacation, floating holiday or comp time for the non-pay status.
- 22.5.2 CDL only - Employees submitting a breath alcohol test .02 or greater, but less than .04 will be removed from duty for a minimum of twenty-four (24) hours. The County will offer the employee a ride home via a local cab company, at the County's expense, or the opportunity to contact a non-employee for a ride. The employee will be informed that law enforcement authorities shall be notified of his/her vehicle license number if the employee insists on driving home. A Supervisor shall not take the employee home during work hours. Employees at this stage would be placed in a non-pay status. However, an employee may substitute accrued vacation, floating holiday or any comp time if available.
- 22.5.3 An employee who tests positive for illegal drugs or controlled substances will be removed from the performance of his/her job and evaluated by a Substance Abuse Professional (SAP) or Chemical Dependency Professional (CDP) (Non-CDL). The employee will not be allowed to return to work until recommendation to return to work is made by the SAP or CDP.
- 22.5.4 An employee who tests positive for drugs shall have the right to challenge the accuracy of the test results. The employee may request that the original sample be analyzed again. Such request must be made within seventy-two (72) hours of when the MRO made the employee aware of the original test results.

22.6 Pay Status.

- 22.6.1 If an employee is removed from his/her job prior to receipt of results of a drug/alcohol test or during an investigation involving drug or alcohol use, they shall be in a pay status pending outcome of the investigation. Employees shall be advised of their right to Union representation during any investigatory interview or meeting which could reasonably be expected to lead to disciplinary action.
- 22.6.2 Employees who are in a recognized treatment program for a drug or alcohol problem may use available sick leave, floating holiday, accrued PTO, vacation or comp time for counseling and treatment.

22.7 Return to Duty and Follow-up Testing.

22.7.1 An employee who tests positive for an illegal drug, controlled substance and/or alcohol will generally be allowed to return to duty following compliance with all treatment recommendations and receipt of evaluation noting employee's ability to return to work the SAP or CDP. Employees will have a meeting with their Manager, Union representation before returning to work and may be subject to discipline up to and including termination. Employees who test positive a second (2nd) time for an illegal drug, controlled substance or alcohol or who fail to comply with treatment requirements (as determined by the SAP or CDP) are subject to immediate termination.

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

22.8 Employee Rights and Responsibilities.

22.8.1 The County will keep confidential all testing results.

If at any point the results of the testing procedures specified in Section 20.4 (Drug & Alcohol Testing Process) 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) will be maintained in the Human Resources Department.

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

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

- 22.8.4 All employees who must use a prescription drug that causes or results in adverse side effects (e.g., drowsiness or impaired reflexes or reaction time) shall inform their Supervisor that they are taking such medication according to the advice of a physician. Employees are not required to notify their supervisor of the name of the medication, only that they are taking a medication that causes adverse side effects. If the prescription drug use could cause productivity or safety problems, a supervisor may grant the employee sick leave or temporarily assign the employee different duties, if available.
- 22.8.5 Employees are required, in compliance with this Substance Abuse Free Workplace Policy, to notify the County of any criminal statute conviction for a substance abuse related violation occurring in the workplace no later than five (5) working days after such conviction.

22.9 Education and Training.

- 22.9.1 All Supervisors and first level Managers will be required to attend a training course which will cover this policy, the effects of illegal drugs, controlled substances and/or alcohol abuse in the workplace, behavioral symptoms of being under the influence of drugs and alcohol, and rehabilitation services available. Union shop stewards will be invited to attend the above training. Employees attending the training will be on paid status. Refresher courses will be offered periodically and will also be on paid status.
- 22.9.2 All employees will receive a copy of this Section whenever requested and informational materials about the effects of controlled substances/alcohol in the workplace and rehabilitation services available.

22.10 Record Retention.

- 22.10.1 The drug and alcohol records will be maintained in the Human Resources department in a secure location with controlled access, in accordance with HIPAA guidelines. The following records shall be maintained for five (5) years:
- Records of alcohol test results indicating an alcohol concentration of .04 (.02 for CDL only) or greater.
 - Records of verified positive drug test results.
 - Documentation of refusal to take a required alcohol/drug test.
 - Drug and Alcohol related evaluations and referrals.

22.10.2 Records of negative and canceled drug tests and alcohol test results with a concentration of less than .04 (non-CDL) shall be expunged immediately unless following a valid positive test and in that case subject to the same retention as the positive test. CDL only - Records of negative and canceled drug tests and alcohol test results with a concentration of less than .02 shall be maintained for a minimum of one (1) year.

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

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

ARTICLE 23. GRIEVANCE PROCEDURE

23.1 Purpose and Scope.

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

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

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

23.2 Filing and Processing Requirements. A grievance may be brought under this procedure by one (1) or more aggrieved employees, with or without a Union representative, or by the Union as a class grievance (hereafter described as "the grievant"). No grievance shall be processed beyond Step 3 without Union concurrence and representation.

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

23.2.2 Class or class action grievances of bargaining unit wide application shall be initially submitted at Step 3. Class grievances are those, which would potentially have application across departmental lines and/or apply to a large number of employees covered by this Agreement, for example, interpretation of overtime work periods.

23.2.3 A written grievance shall be signed and dated and indicate the step at which is being filed. Grievances not meeting the requirements of this Section shall not be considered officially filed or may not be moved to the next step until the missing information is provided, as applicable. Written grievances and responses shall address, at a minimum, the following points:

- a. The statement of the grievance/response and the facts upon which it is based;
- b. A statement of the specific provision(s) of the Agreement that is (are) the basis of the grievance/response;
- c. The manner in which the provision is purported to have been violated misapplied or misinterpreted (or in which the provision supports the response);

- d. The date or dates on which the alleged violation, misinterpretation or misapplication occurred; and
- e. The specific remedy sought or offered.

23.3 Timelines.

23.3.1 When computing deadlines under this Article, the day which triggers the deadline (contract violation, receipt of grievance, etc.) shall not be included. "Working days" means Monday through Friday, excluding holidays. Filing and response time limits shall be met by mailing, e-mail, hand delivery or facsimile transmission. Receipt shall be considered to be the date of actual receipt. The time limits prescribed herein may be waived or extended by mutual agreement, in writing, by the aggrieved employee, or the Union in a class grievance, and the appropriate County representative at each step.

23.3.2 A grievance not brought within the time limit prescribed for every step shall be considered settled on the basis of the County's last decision received by the grievant or the Union. A grievance or complaint not responded to by the County representative may be moved to the next step in the procedure.

23.4 Steps.

23.4.1 **Step 1.** If unable to resolve the grievance informally with the immediate Supervisor, the grievant shall present the grievance in writing to their immediate Manager (defined as the first level of management not included in the bargaining unit or as otherwise designated by the department head). The grievance must be filed within ten (10) working days of the occurrence of the grievance or the date the grievant knew or should have known of its occurrence or the date of conclusion of informal resolution attempts. Copies of the grievance shall be filed with the department head and Human Resources. The immediate Manager must respond in writing within ten (10) working days.

23.4.2 **Step 2.** If the grievance is not resolved at Step 1, the Steward, along with the Chief Steward or the Union shall submit the written grievance to the department head or elected official within ten (10) working days, following the Manager's response. The department head or elected official or their designee shall respond in writing to this grievance within ten (10) working days of the meeting scheduled to hear the matter.

23.4.3 Step 3. If the grievance is not resolved at Step 2, the employee or the Union shall submit the written grievance to the Human Resources Director as the Board's designee for Labor Relations within ten (10) working days of receipt of the department head's response. The Human Resources Director shall respond in writing to this grievance within ten (10) working days.

23.4.4 Step 4. If the grievance has not been resolved, the Union may refer the dispute to final and binding arbitration. The Union shall notify the County in writing, of submission to arbitration within ten (10) working days after receipt of the County's written response in Step 3 above.

23.4.5 The above steps shall include meetings between the parties at the request of either party to facilitate resolution of the grievance.

23.5 When submitting a grievance to arbitration, the Union shall request a list of seven (7) qualified neutrals from Oregon or Washington (or as many as are available) from the Federal Mediation and Conciliation Service (FMCS). Each party shall have the right to reject one panel in its entirety and request that a new panel be submitted. Within ten (10) working days after receipt of the list, the parties shall alternately strike the names on the list, and the remaining name shall be the Arbitrator. The first strike shall be made by the Union. As an alternative to requesting lists and striking names, the Union and the County may agree to use the services of a particular Arbitrator.

23.6 The Arbitrator shall have the power to issue and enforce subpoenas in accordance with RCW 7.04. 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 their decision solely to the interpretation, application, or enforcement of this Agreement. The Arbitrator shall confine themselves to the issues submitted for arbitration and shall have no authority to determine any other issues not so submitted to them. The decision of the Arbitrator shall be submitted within thirty (30) days and shall be final and binding upon the employees, Union and County. The Arbitrator's decision shall be in writing and within the scope and terms of this Agreement.

23.7 Each party shall be responsible for compensating its own representatives and witnesses. If either party desires a verbatim transcript of the proceedings, it shall pay the costs of the court reporter and of the Arbitrator's copy of the transcript. Should both parties desire a copy of the transcript, they shall share the costs of the court reporter and of the Arbitrator's copy of the transcript. The losing party shall bear the fees and expenses of the Arbitrator.

23.8 It is 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 and that taking an issue to arbitration shall constitute a waiver of the right of the Union to litigate the subject matter in any other forum.

23.9 Mediation. As an alternative or supplement to the grievance procedure or for such other purposes as the parties may mutually determine, the parties may invoke a mediation process to resolve grievances or other issues between them as provided herein. As contemplated by this Section, mediation involves the use of a third party, to serve as a Mediator, using contemporary mediation techniques. A decision to utilize a Mediator shall be voluntary by both parties and subject to the following understandings:

23.9.1 The Mediator shall be a mutually acceptable PERC staff representative, or in the alternative, the parties may share equally the cost of employing a fee-based professional Mediator. The parties may choose to strike names from a list, employ a standing panel or select on a case-by-case basis.

23.9.2 If the parties agree to enter into mediation, the Mediator shall attempt to assist the parties in achieving a voluntary resolution. The Mediator will not have the authority to force either party to accept a particular resolution. If the parties are unable to reach **resolution**, the Mediator, **if the parties mutually agree**, may be requested to offer a bench option.

23.9.3 Settlement discussions by the parties during mediation may not be introduced during any subsequent arbitration or PERC proceedings, nor may the comments by the Mediator be referenced.

ARTICLE 24. SAFETY

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

ARTICLE 25. DEFINITIONS

Absence without Leave – Absence without notification or approval.

Bargaining Unit Seniority – See Article 18.1.1 of this Agreement.

Classification Seniority – See Article 18.1.2 of this Agreement.

Demotion – Appointment of an employee to a job classification with a lower maximum top step salary.

Emergency – An emergency is defined as a natural event or unexpected circumstance which necessitates the County to change schedules on short notice to address essential operational or service needs on an immediate basis.

Full Time or Full Time Employee – A normal work schedule of forty (40) hours per week on a continuing basis.

Higher Classification – A classification with a higher maximum base wage rate.

Lateral Classification – A classification with an identical maximum base wage rate.

Lateral Transfer – Appointment to a position in a lateral classification or transfer to a position in the same classification but a different department.

Lead Worker – An assignment of responsibilities designed to help a program or division function more effectively. Responsibilities include organization, routine direction, scheduling and /or coordination of work duties of two or more full time equivalent bargaining unit positions in addition to the employee. Lead workers shall not have authority to hire, terminate, perform disciplinary action or conduct performance appraisals. To be eligible for lead worker an employee must have an FTE status of 1. Selection of employees for lead worker assignments will follow a competitive bidding process in which eligible employees within work units will be notified and given an opportunity to apply and interview for the assignment. The notification will include the anticipated duration of the assignment. If there are no applicants for the assignment, management may appoint the lead workers. During the assignment as lead worker, the selected employee shall receive a 10% premium to their base pay. See job description for qualifications and a full listing of essential functions.

Lower Classification – A classification with a lower maximum base wage rate.

Part-time – A normal work schedule of fewer than forty (40) hours per week.

Position change or reassignment – Reassignment of an employee between positions within the same classification and department.

Probationary Periods – See Article 18.2 of this Agreement.

Promotion – Appointment of an employee to a position in a higher classification with a higher maximum top step of base wage rate or to a higher level within an alternately staffed classification.

Realignment – An adjustment to the salary range of an entire classification.

Recall – The reappointment of a laid off employee from a recall list following layoff or the offering of a position through the recall procedure.

Reclassification – A change of a regular budgeted position from one (1) job classification to another (including new classifications) and/or the resulting action on the incumbent employee. (As distinguished from promotion when an employee promotes from one (1) existing position to another existing position.)

- a. Reclassification of a job may be appropriate when the duties, responsibilities, scope of work and other job factors change to such an extent that the classification to which it had been assigned no longer adequately describes the work. Changes to a job not warranting a reclassification include increased volume of the same level work, duties not previously assigned but within the same classification, enhanced technological tools to perform current duties, or longevity.
- b. Changes to jobs which may necessitate changes in classification can occur instantly, such as when there is a planned reorganization within a work unit or department or over time from gradual changes in the scope of duties or authority of a position.

Rehire – The return to employment with Clark County through reemployment, reinstatement, or by appointment of a laid off employee to a vacant position for which they are qualified but have no recall rights based on the following:

- a. **Reemployment** – The rehire of a regular employee after more than one (1) year of separation or to a classification other than that from which the employee terminated. Employees may only be reemployed by applying through normal competitive selection processes. However, employees who return to County employment with two (2) years of separation shall be entitled to bridge their service for vacation accrual purposes only.
- b. **Reinstatement** – The rehire of an employee in his/her former classification pursuant to Article 8.4.10 of this Agreement within one (1) year of termination.

Regular Employee – An employee who is in a regular budgeted position.

Salary – The employee's rate of pay, whether expressed as an hourly or monthly figure. (See Article 11 in this Agreement for computation and discussion of hourly versus salaried treatment.)

Service and Seniority – An employee's length of continuous employment with the County since his/her most recent date of hire as a full-time or part-time employee in a regular budgeted position. Seniority is defined in Article 18 of this Agreement.

Vacant and Available Positions – Those regular and funded positions which management has determined will be filled.

ARTICLE 26. SCOPE AND DURATION

26.1 Entire Agreement. This Agreement and its appendices constitute the entire agreement between the parties and concludes collective bargaining for its term subject only to a desire by both parties to mutually agree to amend or supplement at any time. The County and the Union hereby voluntarily and unqualifiedly waive the right, and each agrees that the other shall not be obligated, to bargain collectively with respect to any subject matter referred to or covered by this Agreement, during the term of this Agreement. With respect to subjects not covered by this Agreement, the parties agree that the County may temporarily implement changes pending the outcome of any bargaining required by RCW 41.56.

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

26.3 Duration and Renewal. The parties agree that all provisions of this Agreement and its appendices shall be effective on the first (1st) day of the second (2nd) month following ratification except for those provisions which have a specific effective date in the Agreement. It shall remain in full force and effect through the 31st day of December 2026.

26.3.1 The contract term will be January through December.

26.3.2 The County and the Union agree to begin negotiations no later than August 31 prior to the expiration of the Agreement.

APPROVAL

This Agreement is entered into and between Clark County, Washington and the International Brotherhood of Electrical Workers, was formally signed and approved on the 16th day of April 2024.

BOARD OF CLARK COUNTY COUNCILORS:



Michelle Belkot
Vice-Chair

FOR THE COUNTY:



Lora Provolt
Human Resources Director

FOR IBEW LOCAL 48:



Garth Bachman
Business Manager

APPROVED
INTERNATIONAL OFFICE - I.B.E.W.

July 26, 2024

Kenneth Cooper,
International President

This approval does not make the
International a party to this agreement.

EXHIBIT A

Clark County Maintenance Department

Electrician and Plumber Wage Scale

<u>Job Classifications</u>	<u>January 1, 2024</u>
Lead Electrician (110%)	\$53.90
Electrician (100%)	\$49.00
Lead Plumber (110%)	\$53.90
Plumber (100%)	\$49.00

January 1, 2025 – Refer to Article 11 – Compensation, Section 11.3.2.

January 1, 2026 – Refer to Article 11 – Compensation, Section 11.3.3.

EXHIBIT B
MEMORANDUM OF UNDERSTANDING
BETWEEN
CLARK COUNTY WASHINGTON
AND THE
COALITION OF UNIONS OPEIU LOCAL 11; PTE LOCAL 17; LIUNA LOCAL 335; AND
AFSCME LOCAL 307

This Memorandum of Understanding is entered into between Clark County Washington and the Coalition of Unions (OPEIU Local 11 – PTE Local 17 – AFSCME Local 307 – LIUNA Local 335) with the intent to allow proper communication between the parties listed above and in accordance with Article 11/Compensation within the Collective Bargaining Agreement.

It is mutually agreed by all parties effective upon ratification of this Agreement and for the duration of this Agreement the County agrees to a non-precedent setting “me too” clause; in that in the event that any other non-bargaining unit employee receives a salary adjustments approved by the County Council (be it a percentage increase, general cost of living increase, or flat dollar amount) given to any non-bargaining unit employees; that is above the agreed upon increases defined in Article 11 to this Agreement, the same shall be provided to all bargaining unit employees as well.

Be it further agreed that this provision does not apply to binding interest arbitration agreements and does not apply to realignments for specific classifications or reclassifications for positions.

This Memorandum of Understanding shall be pursuant to the terms of Article 23 Grievance Procedure should there be any dispute regarding the interpretation and/or application.

EXHIBIT C
MEMORANDUM OF UNDERSTANDING
REGARDING HEALTHCARE BENEFITS

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

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

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

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

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

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

1. The Committee shall research and make decisions about the plan design, coverage and tiers, excluding eligibility, of medical, vision and dental insurances provided to employees.
2. The Committee will be responsible to ensure plan design encompasses federal and state laws.
3. Any modifications, under number 1 and number 2 outlined herein, shall not need further ratification by the bargaining units. Any such modifications must be in keeping with the spirit of this MOU as originally created.
4. A High Deductible Health Plan (HDHP) with a Health Savings Account (HSA) will be included as an additional option, along with an HMO plan and a non-HMO plan. The particular design elements of the plan will be the responsibility of the Committee.

5. The Committee shall determine the cost distribution for the payment of insurance premiums between that portion contributed by the County and that which may be contributed by the employee.
6. The Committee shall meet on County time, but the County shall not be required to pay overtime to any member due to the scheduling of daytime meetings outside some members' normal work shifts. Committee members meeting outside of their regularly scheduled shift will be permitted to flex or adjust schedules, if possible, to accommodate meeting attendance.
7. As the last item on its agenda, the Committee shall draft and publish an update of the meeting.
8. Departments within the County will promptly provide all requested information about insurance that is in the possession of the Departments.
9. The Committee will set meeting dates as determined necessary.

Budget for the Committee. The County's financial commitment to funding healthcare benefits shall be limited per the Per Employee Per Month (PEPM) budget. The Per Employee Per Month composite rate will be an escalated rate shown below.

- Effective the 2022 calendar year the composite rate shall be one thousand four hundred and fifty dollars (\$1,450.00) per employee per month.
 - Effective the 2023 calendar year the composite rate shall be one thousand four hundred and seventy dollars (\$1,470.00) per employee per month.
 - Effective the 2024 calendar year the composite rate shall be one thousand four hundred and eighty dollars (\$1,480.00) per employee per month.
- Employees will be responsible for contributing seven percent (7%) of the composite cost each year; and if costs exceed the composite budget and employee contribution both the County and employee shall share in the excess cost on a 50/50 basis.

Decision Making.

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

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

The County shall conduct a full evaluation of the Healthcare Committee, including but not limited to, process, charter, effectiveness, etc. The study/documentation shall be shared with the Union Representatives throughout the process on a monthly basis. Should the evaluation show the need to amend the processes, conditions of the Charter, or any other condition contained within this Memorandum of Understanding, the parties agree to open this memorandum and bargain those changes. This MOU is covered under the grievance provisions of the Collective Bargaining Agreements for purposes of the parties' compliance with the terms and conditions contained herein.

This MOU shall expire December 31, 2024

SIGNATURES:


 Eileen Quiring-O'Brien, Chair BOCC
 Clark County Washington


 Maureen Goldberg, Executive Officer, Secretary- Treasurer
 OPEIU Local 11


 Kathleen Otto, County Manager
 Clark County Washington

SIGNATORY HEALTH CARE COMMITTEE PARTICIPANTS:

LiUNA Local 335 – PROTEC Local 17 – AFSCME Local 307 – ILWU Local 8 –
 IAM Local 1432 – IT Guild – Juvenile Guild – Sheriff’s Support Guild

EXHIBIT D

UNION DUES AUTHORIZATION FORM

Authorization For Withholding from Wages

Name (Print or Type) _____
Last First Int.

Soc. Sec. # _____

This is to authorize

Employer Name

effective January 1, 2012, to deduct from my wages and transmit to IBEW Local No. 48, Union dues and assessments including initiation fees and reinstatement fees in the amount certified by the Business Manager of Local Union No. 48. This authorization shall be irrevocable for a period of one year following the date of signing or until the expiration date of the current agreement whichever occurs sooner; provided, however, that this authorization shall be automatically renewed from year to year or until the termination of such agreement or any renewal thereof unless sixty (60) days prior to such annual renewal date, I revoke the authorization by written notice to Local Union No. 48 and to the Employer by whom I am then employed.

Date: _____

Signed: _____
Employee

UNION COPY - White

EMPLOYER COPY - Canary

EMPLOYEE COPY - Pink



EXHIBIT E

MEMORANDUM OF UNDERSTANDING

Between

CLARK COUNTY WASHINGTON

And

INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS (IBEW)
LOCAL 48

I. PARTIES

The parties to this Memorandum of Understanding (hereinafter "MOU") are Clark County Washington (hereinafter "County") and IBEW Local 48 (hereinafter "Union").

II. INTENT OF PARTIES

The County and Union recognize that in August on an annual basis, the County must provide electrical and plumbing services to help support the Clark County Fair, contributing to the overall success of the event. The scheduling of employees during this period differs from the established work hours in the current Collective Bargaining Agreement (CBA).

III. TERMS OF AGREEMENT

The parties agree to the following:

Work Hours

The County will establish a Fair work schedule not less than three (3) weeks prior to the first day of the event and start time may vary but will be clearly outlined in the schedule.

There will be three (3) established shifts:

1. Fair Day Shifts

Department	Monday – Friday	Saturday – Sunday
Electrician	7:00am to 9:00am – 4:00pm to 6:00pm	9:00am - 5:00pm
Plumber	7:00am to 9:00am – 4:00pm to 6:00pm	9:00am - 5:00pm

2. Fair Swing Shifts

Department	Tuesday – Thursday	Monday - Friday – Saturday	Sunday
Electrician	4:00pm to 5:00pm – 11:00pm	4:00pm to 5:00pm – 12:00am	3:00pm – 11:00pm
Plumber	4:00pm to 5:00pm – 11:00pm	4:00pm to 5:00pm – 12:00am	3:00pm – 11:00pm

3. Campus Day Shifts

Department	Monday – Friday
Electrician	7:30am – 5:00pm
Plumber	7:30am – 5:00pm

Compensation:

1. Monday through Friday scheduled work:
 - a. Day Shift hours will be paid at their regular rate of pay for the shift they are assigned.
 - b. Swing Shift hours will be paid at 110% of their regular rate of pay for the shift they are assigned.

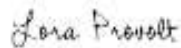
If overtime is incurred, it will be paid in accordance with Article 10 of the CBA.

2. Saturday through Sunday scheduled work will be paid at the overtime rate as outlined in Article 10 of the CBA.

Integration and Construction. The terms set forth above constitute the entire understanding and agreement between the parties and will be incorporated into the collective bargaining agreement as Exhibit E.

Agreed on this 27 day of March 2024.

For the County:



Lora Provolt
Human Resources Director

For the Union:



Bob Carroll
Staff Representative, IBEW Local 48