

AGREEMENT

BY & BETWEEN

DOUGLAS COUNTY

AND

**DOUGLAS COUNTY DEPUTY SHERIFF'S GUILD FOR
NON-UNIFORMED PERSONNEL**

JANUARY 1, 2025

TO

DECEMBER 31, 2027

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WORKING AGREEMENT

This Agreement is made and entered into by and between the Sheriff and the Board of County Commissioners of Douglas County hereinafter referred to as the Employer, and Douglas County Deputy Sheriffs Guild, hereinafter referred to as the Guild, representing non-uniformed personnel.

ARTICLE 1 - RECOGNITION

1.01 The County recognizes the Guild as the exclusive bargaining agent for full-time non-uniformed Sheriff Office personnel, inclusive of Emergency Management Coordinator, Records Supervisor, and Records Technicians for the purpose of collective bargaining with respect to wages, hours and working conditions. Excluded from this bargaining unit are the Sheriff, Undersheriff, appointive Sheriff Office employees, uniformed Deputy Sheriffs, Corporals, Sergeants, and all other employees of the County.

ARTICLE 2 - PURPOSE

2.01 The purpose of this Agreement is to ensure true collective bargaining with respect to wages, hours and working conditions, to promote and ensure harmonious relations, cooperation and understanding between the Employer and its said employees, to encourage economy of operation, elimination of waste, cleanliness of facilities, protection of County property, and safety of employees; and to that end the Employer pledges itself to give its employees considerate and courteous treatment and the employees, in turn, pledge themselves to render the Employer loyal and efficient service, and the parties each agree to treat the other with proper courtesy and respect.

ARTICLE 3 – DEFINITIONS

3.01 Emergency – The term “emergency” is defined as a life-threatening situation; civil disorder; natural disaster; or a sudden unexpected happening requiring an immediate response.

ARTICLE 4 - MANAGEMENT RIGHTS

4.01 Core management rights are exclusively controlled by the Employer. The Employer has the right to exercise such rights without having to bargain about the decisions nor about the effects of such decisions. Core management rights are as follows:

- 4.01.1 The right to control the goals, direction and operations of the Department.
 - 4.01.2 The right to determine the scope of activities and services.
 - 4.01.3 The right to determine the work to be performed, the hours of work and work schedules as well as the methods for efficient and productive performance of such work so long as such determination does not contradict the expressed provisions of this contract.
 - 4.01.4 The right to determine the equipment to be used for any and all services taking into consideration the safety of the employees.
 - 4.01.5 The right to determine the number of employees per classification needed to perform services.
 - 4.01.6 The right to fix the standards for work to be performed.
 - 4.01.7 The right to hire, select and train employees the way the Employer deems best for the organization.
 - 4.01.8 The right to discipline employees by oral reprimand, written reprimand, suspension without pay and discharge for just cause.
 - 4.01.9 The right to assign employees to work sites, work locations and assignments.
 - 4.01.10 The right to promote, demote and transfer employees.
 - 4.01.11 The right to determine the budget.
 - 4.01.12 The right to mandate overtime when the Employer determines it is necessary to provide services.
 - 4.01.13 The right to lay off employees by classification when the Employer determines such action to be necessary in accordance with the contractual provisions.
 - 4.01.14 The right to determine what constitutes an emergency in the context of Section 3.01 and to determine any and all actions necessary to provide services during an emergency.
- 4.02 It is expressly agreed by the parties that in cases of emergency, safety, and/or unavailability of applicable bargaining unit employees as determined by the Employer, management personnel has the right to perform any and all bargaining unit work.
- 4.03 Past Practices: If the Employer chooses to change past practice, the Employer shall provide thirty (30) calendar day's notification, except in the event of an emergency (in which case practical notice is advised), to the Guild and shall provide the Guild with an opportunity to negotiate the Employer's proposed change to past practice. The notification to the Guild will contain a proposed date for negotiation of the change with the Guild as well as the anticipated date for implementation of the Employer's change to past practice. If an agreement cannot be reached within the thirty calendar

day time frame, the Employer has the right to implement the change to past practice subject to further negotiations or arbitration. If the change is arbitrated, then the decision and/or remedy provided through arbitration shall be effective from the date of the decision forward; provided, however, if the implemented change to past practice has an adverse actual direct economic effect on an employee(s) as determined by the Arbitrator then the arbitration decision shall relate back to the date on which the past practice was changed.

ARTICLE 5 - WORK RULES

- 5.01 The Sheriff's Office Standard Operating Procedures (SOP) is available electronically. The provisions of the SOP shall be applicable to all bargaining unit employees along with the terms and conditions of the labor agreement.
- 5.02 Employees shall comply with all existing and revised rules that are not in conflict with the express terms of this Agreement provided the rules are uniformly applied and uniformly enforced to the extent practicable and applicable based on the circumstances.
- 5.03 Questions regarding the reasonableness of new rules implemented after the signature of this agreement by both parties or questions involving discrimination as to the application of those new rules shall first be discussed with management. If these discussions are not resolvable then such questions shall be resolved in conformity with the grievance procedure.
- 5.04 If an opening occurs the Sheriff will notify existing employees and will provide them an opportunity to apply for such opening.

ARTICLE 6 - GUILD/MANAGEMENT RELATIONS

- 6.01 All collective bargaining with respect to wages, hours and working conditions shall be conducted by authorized representatives of the Guild and the Employer or their authorized representatives.

ARTICLE 7 - GUILD MEMBERSHIP

- 7.1 Joining the Guild: No employee is required, as a condition of employment, to join the Guild and to pay Guild dues.

- 7.2 Questions About Guild Membership: If an Employee has questions about Guild membership, the Employer will direct the employee to discuss this topic with a Guild Staff Representative. The Guild's Staff Representative shall address the employee's inquiry as soon as possible.
- 7.3 Signed Dues Deduction Authorization: Current employees and those who choose to join the Guild and pay monthly dues via signed dues deduction authorization cards will have their dues deducted once each month from their pay by the Employer. The Employer agrees to deduct dues until such time as the Employer is notified otherwise by the employee or the Guild. The signed dues deduction authorization may be submitted electronically or by paper writing, and must be presented to the Employer's Human Resources Department. The deduction will begin in the payroll period after submission of the dues deduction authorization card or as soon as administratively possible if not submitted with enough time to make the next payroll period.
- 7.4 Amounts Deducted: The amounts to be deducted shall be certified to the Employer by Non Uniformed Guild and the aggregate deductions of those employees who have chosen to join the Guild and pay Guild dues shall be remitted to the Guild, together with an itemized statement including the employee name and the amount of Guild dues deducted, after such deductions are made. If an employee terminates his/her employment on or before the 15th of the month, dues will not be deducted for that month; if the termination is after the 15th, dues will be deducted.
- 7.5 Representation: The Guild agrees it is required to represent all employees regardless of whether or not they have agreed to join the Guild and pay dues.
- 7.6 New Employee Orientation: These provisions shall be carried out in conformity with RCW 41.56.037. The Employer agrees to notify the Guild staff representative and Local Guild President in writing of any new employee orientation date within a reasonable period of time. The Employer shall provide the name of the employee, corresponding job title, and Department. A Guild official shall be granted up to thirty minutes to provide each new employee a basic overview of the employees' rights and responsibilities regarding Guild membership and dues authorizations.
- 7.7 Defense, Hold Harmless and Indemnification: In regards to all the provisions of this Article, the Guild agrees to defend, indemnify and hold harmless the Employer from any and all claims, demands, lawsuits, administrative proceedings, ULPs, and grievances or other forms of liability, including the amounts of dues and fees deducted and withheld as well as attorneys' fees, costs, and/or expenses associated with the above listed activities (all claims, demands, ...) that arise against the

Employer for or on account of Employer actions consistent with the provisions of this Article.

ARTICLE 8 - NO STRIKE NO LOCKOUT

- 8.01 The Guild, its agents, and any and all employee(s) shall not aid, cause, condone, authorize or participate in any strike or work stoppage, slowdowns, sick outs or any other interference with the services and/or statutory functions and/or obligations of the Employer.
- 8.02 The Employer agrees not to lock out employees except in the event the Guild and/or employees violate the terms of this agreement.
- 8.03 Nothing contained herein shall preclude the Employer or the Guild from obtaining judicial restraint and damages in the event of a violation of this Article.
- 08.04 During the term of this Agreement, employees who engage in any of the above-referenced activities shall not be entitled to any pay or fringe benefits during the period the employee is engaged in such activity. The County may discharge or discipline any employee who violates this Article.

ARTICLE 9 - DISCIPLINE

- 9.01 The Sheriff or his / her designee may discipline an employee for just cause, inclusive of, but not limited to, the following:
- a. Neglect of duty;
 - b. Inefficiency;
 - c. Insubordination;
 - d. Incompetence;
 - e. Disrespectful or impolite references, comments or declarations about or to fellow employees or Management;
 - f. Conviction of a crime, which would have an adverse effect regarding an employee's work, relationships with current employees/employer or brings into question, continued suitability in the department;
 - g. Inappropriate/improper use of public office/authority or misrepresentation of official authority or omission of responsibilities based on official authority and responsibilities;
 - h. Misconduct and/or negligent performance of duties;

- i. Violation of written or verbal County or Department directives, work rules, regulations, policies and procedures;
- j. Conflict of interest between off-duty activities and official duties;
- k. Tardiness and/or absenteeism;
- l. Sexual harassment;
- m. Reporting to work with the presence of alcohol and/or illegal/controlled substances in the employee's bodily systems, consuming alcohol and/or illegal/controlled substances while on duty or at work, selling and/or distributing alcohol and/or illegal/controlled substances while on duty and/or at work;
- n. Violation of the drug testing policy
- o. Any breach of confidentiality requirements, whether written or verbal, regarding confidential matters as determined by the Sheriff or their designee;
- p. Failure to properly record, schedule, notify, communicate, process and/or file any and all matters, whether written or verbal, consistent with standard verbal, written or practiced procedures as determined by the Sheriff or their designee;
- q. Failure to timely complete tasks as assigned by the Sheriff;
- r. Any other just causes based on departmental policies, procedures, rules and regulations;
- s. Violation of the no strike provisions; or
- t. Any other just causes set forth in Civil Service Rules and Regulations.

9.02 The Employer may discipline any employee for just cause. If the Employer has a reason to discipline an employee, it shall take reasonable measures to carry out the discipline in a manner which will least embarrass the employee if possible. The Employer shall have the right to implement the following forms of discipline:

- a. Oral reprimand;
- b. Written reprimand;
- c. Suspension without pay;
- d. Demotion, where applicable
- e. Discharge or termination.

Progressive discipline means implementing discipline starting at the least severe level and progressing to more severe discipline if misconduct continues. However, discipline may be imposed based upon the seriousness of the misconduct as determined by the Sheriff. Discipline must be administered in a fair, consistent and impartial manner. Disciplinary actions and the supporting facts must be recorded in writing.

Discipline is not always implemented at the lowest level of severity. For some violations, if the circumstances warrant, more severe forms of discipline may be implemented immediately, including termination from employment.

Employees who are questioned, either as a suspect or a witness, in an internal investigation are entitled to representation or legal counsel. However, such representative or legal counsel shall not impede the investigation and it shall be conducted consistent with Appendix D, Section 3.5. Availability of legal counsel or representation shall be accomplished in no more than five hours. However, any delay in obtaining representation shall not preclude the Employer from asking questions of an employee to ascertain the identification of witnesses, suspects or the location of physical evidence.

- 9.03 The Employer may discharge or terminate an employee only for just cause. In the event the Sheriff or his designee, under normal circumstances not under conditions reflected in 9.04 below, determines that an employee may be discharged or terminated due to charges and/or alleged misconduct(s) then the Sheriff or their designee will notify the employee and Guild representative of the charges and/or alleged misconduct(s) in writing. The Sheriff will hold a pre-disciplinary action meeting to provide the employee and/or Guild representative an opportunity to respond to the charges and/or alleged misconduct(s) within a reasonable period of time. Thereafter, the Sheriff shall make a determination as to whether to proceed with discharge or termination. The Parties shall adhere to the Bill of Rights and Code of Professionalism which is attached hereto as Appendix D. The notification criteria shall be in accordance with the provisions of Appendix D.
- 9.04 When the Sheriff or their designee determines that circumstances are such that retention of the employee will likely result in disruption of departmental work, damage to or loss of County property or be injurious to the fellow employees, then the Employer may immediately suspend with pay the employee without the Employer holding a pre-disciplinary action meeting of any kind. If the Sheriff or their designee determine that this Section should be implemented, then the charges and/or misconduct(s) will be provided to the employee and the Guild representative as soon as reasonably possible in writing and a pre-disciplinary action meeting will be held thereafter.
- 9.05 In the event the Sheriff or his/her designee, under normal circumstances not under conditions reflected in Section 9.04 above, determines that an employee may be suspended due to charges and/or alleged misconduct(s) then the Sheriff or their designee will notify the employee and Guild representative of the charges and/or

alleged misconduct(s) in writing. The Sheriff will hold a pre-disciplinary action meeting to provide the employee and/or Guild representative an opportunity to respond to the charges and/or alleged misconduct(s) within a reasonable period of time. Thereafter, the Sheriff will determine whether or not to proceed with the suspension without pay.

- 9.06 Notice of disciplinary action shall be provided within a reasonable time from the conclusion of management's investigation. This notice time frame is dependent on the seriousness of the misconduct or complexity of the circumstances. If the Employer decides to issue an oral reprimand and/or written reprimand to an employee then said reprimand shall be in written form and forwarded to the employee and to the Guild representative, prior to its inclusion in the employee's personnel file. No meeting with the Guild and the employee is necessary for these types of discipline.
- 9.07 Employees shall sign "written reprimands" as evidence only of having seen the written reprimand when employees are shown those reprimands which are to be placed in the employee's personnel file. A copy of the written reprimand shall be provided to the employee at the time the employee signs it. Copies of written reprimands and more severe discipline will be mailed to the Guild except if the employee objects to the Employer sending out discipline information.
- 9.08 Written reprimands shall remain in the employee's personnel file in accordance with RCW and Washington State Retention Guidelines. For the purposes of discipline, promotion, and/or assignment, any written reprimands older than three (3) years from the date of the offense, cannot be considered. However, if the employee has consistent conduct and another written reprimand within the three (3) year period then both written reprimands may be considered for discipline, promotion, and/or assignment, from the date of the last written reprimand.
- 9.09 References and written facts involving suspensions without pay and/or discharges shall remain permanently in an employee's personnel file.
- 9.10 At the discretion of the Employer, an employee may be suspended with pay and benefits pending investigation of allegations of misconduct, when the nature of the allegation compromises the ability of the employee to perform his/her duties. If the charges are substantiated, disciplinary action may be taken in accordance with the nature of the offense. If the charges are unfounded, the employee will be restored to duty.

- 9.11 If any employee who is required to have a driver's license has his/her driver's license suspended for less than thirty (30) days then the employee shall be suspended without pay for that period of time. If the employee has his/her driver's license suspended for thirty (30) days or more then said employee shall be discharged. If an employee's driver's license is revoked, then the employee shall be immediately discharged.
- 9.12 The provisions of this Article shall not apply to newly hired employees serving a twelve-month probationary period. Such probationary employee(s) are subject to discharge without just cause and without recourse. The Sheriff's determination shall be final and binding on all parties. In the case of promotions, the employee will serve a twelve-month probationary period but will have the right to revert to their previous position if the Sheriff determines the promotional employee is unsatisfactory.
- 9.13 Time lines may be extended by mutual agreement between the Guild and Employer.

ARTICLE 10 - GRIEVANCE PROCEDURE

- 10.01 The parties hereto recognize the need for fairness and justice in the adjudication of employee grievances and enter into this Agreement in a cooperative spirit to adjust such actions promptly and fairly. If, however, a grievance cannot be resolved through normal means, the grievance will be settled as hereinafter provided.
- 10.02 A grievance is defined as a dispute involving the interpretation, application or alleged violation of a specific provision of this Agreement or SOP.
- 10.03 The Guild or an employee who believes that he/she has a grievance arising out of the specific terms of this Agreement may file a grievance.
- 10.04 The Guild and Employer agree that the time limitations provided are essential to the prompt and orderly resolution of any grievance and that each will abide by the time limitations, unless waived or extended by mutual written agreement of the Guild and Employer.
- 10.05 If an employee or the Guild does not file a grievance or appeal a grievance response within twenty (20) calendar days of its occurrence or response or within twenty (20) calendar days of when the employee or Guild should have become aware of the occurrence or response then the Guild and the affected employee shall have forever waived said grievance and lost all rights and remedies regarding said grievance. Election of Remedies: If an Employee/Guild wants to address those issues in the grievance arbitration or Civil Service forum the grieving party shall timely notify the

Sheriff in writing, regarding which forum(s) will be used to address the issue. The grieving party must choose one forum or the other; at such time a hearing date is set by Civil Service or Article 10.06, Step 2A of the grievance procedure is invoked whichever is last. Once a procedure or forum is selected by either party, the party may not seek judgment of the same matter through the other procedure or forum.

10.06 The grievance procedure shall be as follows:

Step 1: The grievance shall be presented in written form to the Sheriff within twenty (20) calendar days of the date of the occurrence or disciplinary action or within twenty (20) calendar days of when the employee or Guild should have become aware of the occurrence or disciplinary action. The Sheriff shall respond in writing within twenty (20) calendar days after receiving said grievance. Failure to timely respond by the Sheriff results in the grievance being resolved in favor of the Guild and/or employee.

Step 2:

(a) Arbitration: If the grievance has not been resolved at Step 1, either party to this Agreement may refer unsettled grievances to arbitration.

(b) Notice - Time Limitation: The referring party shall notify the other party in writing within twenty (20) calendar days after receipt of the Step 1 response. Failure to timely notify results in the grievance being forever waived and lost.

(c) Arbitrator - Selection: After timely notice, the parties shall attempt to select an arbitrator by agreement according to state law. In the event the parties are unable to reach agreement on the appointment of an impartial arbitrator then either party may request that the Public Employment Relations Commission (PERC) provide a list of eleven (11) qualified and non-staff arbitrators from which list an arbitrator shall be selected by alternatively striking one (1) name from the list until one (1) name shall remain.

(d) Decision - Time Limit: The arbitrator shall meet and hear the matter at the earliest possible date after his or her selection. After completion of the hearing, a decision shall be entered within thirty (30) calendar days of the hearing or post hearing briefs, unless an extension of time is agreed upon by the parties.

(e) Limitation - Scope - Power of Arbitrator:

(i) The arbitrator shall not have the authority to add to, subtract from, alter, change or modify the terms of this Agreement.

(ii) The arbitrator shall have the power to interpret and apply the specific terms of the Agreement and to determine whether there has been a violation of the specific terms of the Agreement.

(iii) The arbitrator shall consider and decide only the question or issue raised in the initial written grievance. In conducting an arbitration, the arbitrator shall maintain a verbatim record of the testimony either by tape recording or court reporter. If either party requests a court reporter and transcription of the official record for post arbitration hearing brief purposes, both parties shall share equally the expense of the transcription of the record and shall pay their own copying cost.

(iv) The arbitrator shall have the authority to receive evidence and question witnesses.

(f) Arbitration Award - Damages - Expenses:

(i) The arbitrator shall not have the authority to award punitive damages.

(ii) Each party shall be solely responsible for and shall pay their own attorney's fees and expenses, representative fees and expenses, witnesses' fees and expenses and all other costs associated with the presentation of their own case. The cost and expense of the arbitrator shall be borne equally by the parties.

(iii) The Arbitrator's decision shall be final so long as it does not violate the provisions of section (e), subsections (i), and (ii), above as well as when a court of competent jurisdiction finds the arbitrator's decision to not be arbitrary and capricious, not be clearly erroneous, or not be in disregard of the record of evidence.

ARTICLE 11 - SENIORITY

11.01 The first twelve (12) months of employment within a classification will constitute the probationary period. During the probationary period, the Sheriff has the right to terminate a probationary employee without just cause and without any recourse whatsoever. A promotional employee will serve a twelve-month probationary period

but will have the right to revert to their previous position if the Sheriff determines the promotional employee is unsatisfactory.

- 11.02 An employee's anniversary date shall be the employee's date of hire.
- 11.03 Upon completion of the probationary period for a particular classification, the employee shall be placed on a seniority list for that particular classification with the first day of the first month as his/her seniority date for that particular classification.
- 11.04 Higher classification work shall be offered to an employee by his/her seniority within his/her classification if the senior employee is qualified to do the work of the higher classification. The Sheriff shall be the sole determiner of qualifications.
- 11.05 Seniority shall not be affected by temporary layoff during slack periods or by illness until after one (1) year's absence.
- 11.06 It is hereby agreed that in all cases of promotion, increase or decrease of forces, the following factors shall govern which employees are affected -- qualifications as determined by the Sheriff and length of continuous service within his/her classification provided Civil Service regulations shall prevail.
- 11.07 Furloughed employees shall be hired in the reverse order in which they are laid off. Seniority shall be broken for the following reasons:
1. If the employee quits.
 2. If the employee is discharged.
 3. If the employee fails to return to work within three (3) working days after being notified to return to work, and does not present a satisfactory excuse.
 4. Temporary layoff of over one (1) year as defined in 11.05 above.
- 11.08 Two (2) seniority lists shall prevail: One for the Records Technician classification, and one for the Records Supervisor classification.

ARTICLE 12 - HOURS OF WORK/OVERTIME

- 12.01 The regular hours of work each day shall be consecutive.
- 12.02 The normal workweek shall consist of four (4) consecutive ten (10) hour shifts or five (5) consecutive eight (8) hour shifts within each seven (7) day workweek. This will

constitute an employee's normal forty (40) hour workweek. Time compensated for but not worked will count toward an employee's workday and/or workweek for purposes of computing overtime or comp-time. Employees may be required to work in excess of the normal workday or workweek to meet the needs of the Employer subject to the overtime provisions contained herein.

- 12.03 All hours compensated for and/or worked shall count towards the overtime threshold. Subject to prior approval by management, if the hours are in excess of an employee's shift or forty (40) hours in an employee's normal seven (7) day workweek the employee will be compensated at the rate of time and one-half either by pay or compensatory time off, subject to the provisions of section 12.06. A seven (7) day notice shall be given for routine shift changes, provided, however, no advance notice is necessary in the event of emergencies.
- 12.04 When shifts are established by the Sheriff, seniority shall be a consideration when assigning personnel to such shifts, provided, however, the Sheriff reserves the right to assign personnel in such manner as to assure appropriate distribution of experienced personnel among the shifts. Seniority shall not apply in training and emergency situations.
- 12.05 It is intended that overtime be distributed reasonably and equitably among employees, consistent with considerations of qualifications, availability location, and seniority.
- 12.06 By mutual agreement between the employee and the Employer, the employee may be granted compensatory time off in lieu of overtime pay, where such has been earned, provided, however, that compensatory time off shall be used within the calendar year of the time earned and rate compensatory time was earned. January 1st of current year to December 31st of current year to be paid out by the end of 1st quarter of the following year if not used. Compensatory time off will be accrued at one and one-half (1 ½) hours of compensatory time for each hour worked. Compensatory time is understood to be scheduled as mutually agreed between the employee and Employer, provided that such scheduling does not work to the detriment of the services performed by the Sheriff's Office.
- 12.07 Should an employee be unavailable for his/her scheduled work shift, he/she shall notify the Employer within a reasonable time period prior to the beginning of his/her work shift, except in cases of emergency. (Prefer phone call over text/email). The option to make any notice other than phone call requires an immediate response from employer.

- 12.08 Normal work schedules showing the employee's shifts, workdays and hours shall be posted by the Employer in a designated location to be determined by the Employer seven (7) days prior to a shift change. No employee shall be regularly scheduled to work more than their applicable shift, and will be allowed a minimum of eight (8) hours between shifts before being regularly scheduled to report to work, except in the event of emergencies.
- 12.09 Lunch and breaks for all employees shall be as past practice.
- 12.10 Required training time, when not during regular working hours, shall be paid at the applicable hourly rate.
- 12.11 Any employee required to standby, to be ready and able to respond will receive the applicable rate of pay for all such hours required by the Sheriff.

ARTICLE 13 - DISCRIMINATION

- 13.01 The provisions of the Agreement shall be applied equally to all employees in the bargaining unit without discrimination as to age, sex, marital status, race, color, creed, national origin, political affiliation, or the presence of a sensory, mental or physical disability, unless based upon a bona fide occupational qualification. The Guild shall share equally with the Employer the responsibility for applying this provision of the Agreement. If an employee elects to utilize statutory remedies by way of civil action, then said employee shall not be entitled to utilize the grievance procedure contained in this labor agreement.
- 13.02 All reference to employees in this Agreement designates both sexes and wherever the male gender is used it shall be construed to include male and female employees.
- 13.03 The Employer agrees not to interfere with the rights of employees to become members of the Guild, and there shall no discrimination, interference, restraint or coercion by the Employer or his/her representative against any employee because of Guild membership or because of any employee activity in an official capacity on behalf of the Guild. The Guild recognizes its responsibility as bargaining agent and agrees to represent all employees in the bargaining unit without discrimination, interference, restraint or coercion.

ARTICLE 14 - GUILD ACTIVITIES

- 14.01 The Employer agrees that with prior notification to the Employer during working hours and on the Employer's premises, Local Guild representatives shall be allowed to consult with the Employer, his/her representative, or Local Guild Officers, provided that no conference and meetings between the employees shall in any way stop, hamper or obstruct normal flow of work.
- 14.02 It is understood that contract negotiation meetings may occur during working hours as well as during non-working hours subject to mutual agreement of the parties.
- 14.03 Guild Visitation. Upon receipt of prior advance approval by the Sheriff or his/her designate, a representative of the Guild shall be allowed to contact employees covered by this Agreement for the sole purpose of investigating the nature and extent of their involvement in grievances; provided, however, that such representative does not interfere in any way with the normal flow of work.
- 14.04 Bulletin Board. The Guild shall be afforded the privilege of utilizing space on a designated bulletin board to be located conspicuously at the Sheriff's Department, for the posting of notices relating to official Guild business and activities of a nonpolitical nature. The posting of controversial or otherwise derogatory materials on the bulletin board may result in the immediate loss of such privilege.

ARTICLE 15 - EQUIPMENT & UNIFORMS

- 15.01 Uniforms for the non-uniformed personnel are optional. Therefore, the Employer does not provide uniforms for these personnel.

ARTICLE 16 - TRAVEL

- 16.01 Lodging: The County will pay for reasonable and customary expenses for lodging. Lodging expense will be based on the location of conferences, seminars, training sites, or other extenuating circumstances. The employee should always request a governmental rate when practical. An itemized receipt is required for all lodging.
- 16.02 Mileage: Employees will, with prior approval of a command level officer, be reimbursed for private vehicle mileage when used for County business: provided however, that such reimbursement shall be limited to one-half (1/2) the authorized rate if a private vehicle is used in lieu of an available County vehicle.

16.03 Meals: A per diem allowance for meals (also referred to as a subsistence allowance) shall be paid, as prescribed in this section, for official travel away from the official duty station on official business. Employees performing official travel for the County will be reimbursed for their subsistence expenses based on the per diem system. Under this system, meal allowance for each full day is established at fifty-nine dollars (\$59.00). Travel in less than full day duration is paid as follows: one meal shall be twenty-five dollars (\$25.00), two meals shall be forty dollars (\$40.00), and three meals shall be fifty-nine dollars (\$59.00). In lieu of per diem the employee may elect to use the County Issued credit card. Receipts will be required and must stay within the limits of the daily per diem amount. Gratuities are in addition to the rates above and must be no more than fifteen percent (15%) of the per diem amount. Reimbursement for meal expenses in excess of allowances may be paid with prior approval of a command level officer, if receipts and documentation supporting the purpose and reasonableness of the expenses are provided. Alcoholic beverages shall not be reimbursed to any employee.

ARTICLE 17 - HOLIDAYS

17.01 The following days shall be recognized and observed as paid holidays:

New Year's Day	Fourth of July
Martin Luther King's Birthday	Memorial Day
President's Day	Veteran's Day
Juneteenth	Thanksgiving
Labor Day	Day after Thanksgiving
	Christmas Day

and one (1) floating holiday mutually agreed to by the Employer and employee. One of the above named holidays may be exchanged for an additional mutually agreed to floating holiday.

17.02 To be eligible for holiday pay the employee must work the scheduled workday before and the scheduled workday after the paid holiday (or be on authorized paid leave). Holidays occurring at the beginning, during, or at the end of a period of approved leave with pay, are not charged as leave.

17.03 When a holiday falls on the first day off of an employee's regular days off, the day previous to the first day off shall be the holiday. When a holiday falls on the second

or third day off of an employee's regular days off, the day following the regular day off shall be the holiday.

- 17.04 Whenever a holiday falls within a vacation period, or during a period when an employee is on sick leave, annual or sick leave will not be charged for such holiday.
- 17.05 Whenever an employee works on any of the above mentioned holidays, he/she shall also be paid OT or receive comp-time at the rate of 1 ½ times their regular rate of pay in addition to their regular pay for the time worked on the holiday.

ARTICLE 18 - ANNUAL LEAVE

- 18.01 Annual leave is earned by a regular employee pursuant to the schedule listed below, and may be accumulated to a total of three hundred twenty (320) hours. Regular employees are granted annual leave at a rate based on years of employment. The employee begins to accrue the leave time during the first month of employment provided the employee has worked at least eighty-seven (87) hours that month. Conversely, as long as a terminating employee has worked eighty-seven (87) hours during the employee's last month of employment, the employee will also be credited for the employee's annual leave for that month.

<u>YEARS OF EMPLOYMENT</u>	<u>HOURS EARNED</u>	<u>Per Month</u>
1st-2 nd (0-23Months)	96	8
3rd-4th (Beginning 24 Mo – 47 Mo)	112	9.33
5th-9 th (Beginning 48 Mo – 107 Mo)	124	10.33
10th-14 th (Beginning 108 Mo–167 Mo)	144	12.00
15th-19 th (Beginning 168 Mo–227Mo)	156	13.00
20 th & over (Beginning 228 Months)	180	15.00

- 18.02 Annual leave may be taken as it is accrued.
- 18.03 Upon termination or death, all unused annual leave shall be paid to the employee or his/her estate.
- 18.04 The rate of annual leave pay shall be the employee's regular straight time rate of pay in effect for the employee's regular job where he/she on the job at the time.
- 18.05 Annual leave shall be granted at the time requested by the employee. If the nature of the work makes it necessary to limit the number of employees on annual leave at the

same time, the employee with the greater seniority shall be given his/her choice of annual leave period in the event of any conflict over annual leave period.

- 18.06 If annual leave accrual for an employee exceeds three hundred twenty (320) hours as of October 31st of any year, the employee has used at least 10 days of annual leave in the prior 12 months, and the employee's request to take additional leave in September and/or October of the year was denied for any reason, Employer shall pay for all accrued leave in excess of the 320-hour limit.
- 18.07 Any employee who does work during his/her annual leave period shall be paid for regular hours at a rate of time and one-half (1-1/2) his/her regular rate. In addition, the employee will receive his/her regular annual leave
- 18.08 Annual Leave Rights in Case of Layoff or Separation. Any employee who is laid off, discharged or separated from the service of the Employer for any reason, prior to taking his/her annual leave, shall be compensated in cash for the unused annual leave he/she has accumulated at the time of separation up to 320 hours.
- 18.09 Commencing on November 1 each year, each employee shall be requested to reserve up to three (3) weeks of annual leave for the coming year. Such requests shall begin with the senior employee and continue down the list until each employee has reserved not more than three (3) weeks. These reservations shall be completed by January 1 of the coming year and shall be granted by seniority. Once an employee has reserved his/her seniority annual leave he/she shall not be entitled to change that request if said change would interfere with annual leave properly reserved by a junior employee.
- 18.10 Effective January 1 of each calendar year, requests for additional annual leave shall be granted on a first request basis.
- 18.11 Employees shall take a minimum of five (5) consecutive working days each calendar year which must have been earned. Once the employee has exceeded one hundred and sixty (160) hours of annual leave (AL) in his/her accrued leave total bank the employee shall take a minimum of five (5) consecutive working days twice each calendar year which must have been earned. The Sheriff has the right to mandate vacation time off to prevent employees from exceeding the three hundred twenty (320) hour threshold by December of each year.
- 18.12 When the entire roster has bid, then, by seniority, open time will be re-bid by seniority. Time not bid by January 1 of each year will be assigned on a first come basis.

- 18.13 For retirement purposes annual leave payoff shall be limited to 320 hours.
- 18.14 If a holiday occurs during the calendar week in which an annual leave day is taken by an employee, no annual leave time shall be charged for the holiday.
- 18.15 Regular, part-time employees working on a regular schedule of duration not less than one (1) year shall be entitled to that fractional part of the annual leave that the total number of hours of employment bears to the total number of hours required for full-time employment.
- 18.16 The minimum amount of annual leave time which may be taken is a half (½) hour.

ARTICLE 19 - SICK LEAVE

- 19.01 Leave with full pay because of illness or injury may be allowed all employees for any of the following reasons:
- a. an absence resulting from the employee's mental or physical illness, injury, or health condition; to accommodate the employee's need for medical diagnosis, care, or treatment of a mental or physical illness, injury, or health condition; or the employee's need for preventive medical care;
 - b. to allow the employee to provide care for a family member with a mental or physical illness, injury, or health condition; care of a family member who needs medical diagnosis, care, or treatment of a mental or physical illness, injury, or health condition; or care for a family member who needs preventive medical care;
 - c. when the County's operations have been closed by order of a public official for any health-related reason, or when the employee's child's school or place of care has been closed for such a reason;
 - d. because of the birth of a child and in order to care for such child or because of placement of a child with the employee for adoption and in order to care for such child; or
 - e. quarantine in accordance with health regulations.

For the purposes of subsection (b), a "family member" includes:

- i. A child, including a biological, adopted, or foster child, stepchild, or a child to whom the employee stands in loco parentis, is a legal guardian, or is a de facto parent, regardless of age or dependency status;
- ii. A biological, adoptive, de facto, or foster parent, stepparent, or legal guardian of an employee or the employee's spouse or registered

domestic partner, or a person who stood in loco parentis when the employee was a minor child;

- iii. A spouse;
- iv. A registered domestic partner;
- v. A grandparent;
- vi. A grandchild; or
- vii. A sibling.

- 19.02 Regular full-time employees shall accrue sick leave at the rate of eight (8) hours per month. Regular part-time employees shall receive a prorated sick leave based upon the length of the regular part-time employee's workday. Sick leave shall accrue after eighty-seven (87) hours of paid time during the month.
- 19.03 Employees shall be eligible to take sick leave as accrued.
- 19.04 Vacation or sick leave is charged in units of a half ($\frac{1}{2}$) hour. One quarter ($\frac{1}{4}$) hour time periods are charged at the rate of a half ($\frac{1}{2}$) hour of leave of absence.
- 19.05 At the employee's option, annual leave may be used as sick leave; sick leave may not be used as annual leave.
- 19.06 State Industrial Compensation shall be administered in compliance with applicable state laws.
- 19.07 Should any employee apply for time loss compensation and the claim is then or later denied, sick leave and annual leave may be used for the absence in accordance with the other provisions of this rule.
- 19.08 A doctor's certificate of illness may, at the Employer's timely request, be submitted by the employee at the time the employee returns to work, when he/she is absent because of illness or injury for more than three (3) days.
- 19.09 If the Sheriff or his/her designee suspect sick leave abuse, immediate verification of the illness or accident may be requested from the employee's physician and must be provided by the employee in writing.
- 19.10 Upon resignation, retirement, or termination, employees shall be permitted to cash out all of the eligible sick leave hours accrued between 720 hours and 960 hours up to a maximum of two hundred forty (240) hours of sick leave accrual.

ARTICLE 20 – PAID FAMILY AND MEDICAL LEAVE

- 20.1 Eligible employees are covered by Washington’s Family and Medical Leave Program. Eligibility for leave and benefits is established by Washington law and is therefore independent of this Agreement. Premiums will be collected in accordance to Washington State Law.

Reference to the adopted Douglas County Personnel Policy 4.14 covering Paid Family and Medical Leave

ARTICLE 21 – DOMESTIC VIOLENCE

- 21.1 See Douglas County Personnel Policy section 4.11.040

ARTICLE 22 – BEREAVEMENT LEAVE

- 22.01 Upon notification, a Department Head shall grant an employee bereavement leave with pay in the event of a death in the immediate family of the employee. The number of working day’s leave shall be three (3), except that when the death occurs at a distance beyond 500 miles, or circumstances arise that additional time off is needed, additional time of two (2) additional working days or more may be granted to attend the funeral, and to make necessary arrangements, If the employee is the personal representative or is the trustee of the estate of the deceased, the Department Head may grant additional days of bereavement leave. The term “immediate family” shall include spouse, parents, parent in-law, children, siblings, grandparents and employee pregnancy related losses. Leave granted for death of other relatives is subject to approval by the Department Head. An employee may use accrued vacation leave, sick leave and compensatory time off in lieu of unpaid leave.

ARTICLE 23 - JURY DUTY LEAVE

- 23.01 Employees who are called for jury duty may be allowed reasonable time to permit them to serve as a member of a jury. Employees who are granted such leave and who, for the performance of the jury duties involved received any compensation (per RCW 2.36.150), shall be paid the employee’s straight time salary by the department for the time the employee is absent. Employees who are granted such leave shall remain absent from work only as long as necessary to satisfy the requirements of the duty being performed. Upon completion of jury duty for the day, if two or more hours of normal work time remain, the employee shall report to duty and complete his/her

normal shift. The employee shall furnish the Employer with satisfactory evidence of the actual time spent on such duty and the compensation received therefor.

ARTICLE 24 - PARENTAL LEAVE

- 24.01 Parental leave will be granted at the request of the employee and must be in compliance with Federal and State law.

ARTICLE 25 - MILITARY SERVICE

- 25.01 Every employee of the Sheriff's Department who is a member of the Washington National Guard or of the Army, Navy, Air Force, Coast Guard, or Marine Corps Reserve of the United States, or of any organized reserve or armed forces of the United States shall be entitled to and shall be granted military leave of absence from such employment for a period not exceeding twenty-one (21) days during each year beginning October 1st and ending the following September 30th in order that the person may report for required military duty, training, or drills including those in the national guard under Title 10 U.S.C., Title 32 U.S.C., or state active status. Such military leave of absence shall be in addition to any vacation or sick leave to which the officer or employee might otherwise be entitled, and shall not involve any loss of efficiency rating, privileges, or pay. During the period of military leave, the officer or employee shall receive from the county, his or her normal pay. The officer or employee shall be charged military leave only for days that he or she is scheduled to work for the county. (RCW 38.40.060). Verification of military orders may be required. The employee shall, in advance, provide an official copy of his military orders, if available.

ARTICLE 26 - APPLICATION FOR LEAVE

- 26.01 Any request for a leave of absence shall be submitted in writing by the employee to his/her immediate supervisor. The request shall state the reason the leave of absence is being requested and the approximate length of time off the employee desires.
- 26.02 If approved by the Sheriff or his/her designate, and after proper written notification to the Douglas County Civil Service Commission, authorization for a leave of absence shall be furnished to the employee by his/her immediate supervisor, and such authorization shall be in writing. Any request for a leave of absence shall be in writing, and shall be answered promptly.

ARTICLE 27 – CALL-OUT AND COURT TIME

- 27.01 Any employee who is called out on his/her own time or time other than his/her regular duty hours shall be paid for a minimum of three (3) hours at his/her regular applicable hourly rate. A call out is defined as anytime the employee has left his/her regular shift and leaves the facility and then is asked to return to work.
- 27.02 Nothing in this section is construed to mean time spent in personal suits, either civil or criminal, not a result of circumstances which occurred in the line of duty, nor for court action for which is otherwise compensated.
- 27.03 Employees who are required to take mandatory training during their days off shall receive the applicable hourly rate for each hour spent in such training. Or the employee may flex their schedule to attend training during their normal work week by mutual agreement. This shall include but not be limited to employee meetings and local schooling.

ARTICLE 28 - CLASSIFICATION WAGES

- 28.01 Employees shall be compensated in accordance with the wage schedule attached hereto and incorporated herein by reference as Appendix A. Appendix A also contains the longevity and educational incentive provisions. The Classification requirements and advancement in grade provisions are attached hereto and incorporated herein by reference as Appendix B.
- 28.02 The salaries and wages of employees shall be paid monthly.
- 28.03 Appendix A reflects that effective January 1, 2025 the 2024 compensation schedule will increase by three percent (3%). Effective January 1, 2026 the 2025 compensation schedule will increase by three percent (3%). Effective January 1, 2027 the 2026 compensation schedule will increase by three percent (3%).
- 28.04 The County will contribute monthly one percent (1%) of the employee's base monthly salary into a County approved deferred compensation plan on a non-matching basis.
- 28.05 All employees shall be paid by way of electronic direct deposit into the employee's personal account of the financial institution of the employee's choice. All employees' earnings statements are available online via the Douglas County payroll system.

Draw pay and regular pay electronically direct deposited into an employee's personal account will be ready for use the same day as the direct deposit.

ARTICLE 29 - MEDICAL

- 29.01 Medical coverage shall commence on the first day of the month following completion of eighty (80) hours of service, subject to the Employer's policies, procedures, and plans regarding insurance coverage.
- 29.02 Employees who are covered by this Agreement may have a choice of medical service plans offered by the County. Effective January 1, 2025 the Employer will contribute up to Nine Hundred seventy-one dollars and fifteen cents (\$971.15) monthly towards one of the plans offered by the County of the employee's choice. Any amounts in excess of the Employer's contributions necessary to pay the premium for the applicable plans chosen by the employee, shall be paid by the employee through payroll deduction. The County agrees to contribute in 2026 through 2027 a maximum increase to insurance premiums up to eighty dollars (\$80.00) for employee only coverage. If the increase in 2026 is less than eighty dollars (\$80.00) the remainder will be applied in 2027.
- 29.03 Based on the proceeding month's hours, the Employer will contribute up to fifty-eight dollars and fifty-three cents (\$58.53) toward the County's dental plan each month. Any amounts in excess of the employee only coverage and shall be paid by payroll deduction.
- 29.04 Employees will receive a \$125 contribution per earnings period to be deposited into their HRA VEBA.
- 29.05 The parties agree to re-open this Article for negotiation each year of this agreement if the insurance premium rates increase by seven (7%) percent or more. The Employer shall notify the Guild as to the proposed insurance rates for the upcoming year as soon as practicable. If there is need to further modify coverages, as determined by the Employer based upon demand or mandate of the insurance broker and/or companies, the Employer will provide as much notice as practicable to the Guild, and allow the Guild the opportunity to bargain regarding said changes. Should the Guild and Employer be unable to bargain a satisfactory resolution of any issues raised regarding modification of coverages, premium structures, benefit levels and coverages, provided, however, the Employer agrees to maintain existing health and welfare coverage or coverage which is substantially similar.

29.06 The Guild and/or the employee will indemnify and hold the Employer harmless from any and all claims made and against any and all suits instituted, against an insurance carrier regarding a disagreement with said carrier relating to a claim and/or coverage.

29.07 Disputes regarding insurance claims and/or coverage are between the insurance company and the employee and are not grievable by the Guild and/or the employee so long as the dispute was not as a result of action by the Employer.

ARTICLE 30 - SUPPLEMENTAL AGREEMENT

30.01 This Agreement may be amended, provided both parties concur. Supplemental Agreement may be completed through negotiations between the parties at any time during the life of the Agreement. Should either party desire to negotiate a matter of this kind, it shall notify the other party in writing of its desire to negotiate. Supplemental agreements thus completed will be signed by the responsible Guild and County officials. Supplemental agreements thus completed shall become a part of the Agreement and subject to all its provisions. Negotiations for such a supplemental agreement shall not be subject to binding interest arbitration.

ARTICLE 31 – SUBSTANCE ABUSE POLICY AND PROCEDURES

31.01 The Substance Abuse Policy and Procedures are attached hereto and incorporated herein by reference as Appendix C.

ARTICLE 32- BILL OF RIGHTS AND CODE OF PROFESSIONALISM

32.01 The Bill of Rights and Code of Professionalism are attached hereto and incorporated herein by reference as Appendix D.

ARTICLE 33 - ENTIRE AGREEMENT

33.01 The terms hereof cover the entire Agreement between the parties, and all rights not specifically abridged or limited herein and reserved exclusively to the employer, regardless of whether or not such rights have previously been exercised by the Employer. There shall be no verbal or written agreement between the Employer and employees in violation of this Agreement. This Agreement contains all of the covenants, stipulations and provisions agreed upon and no representative of either party has authority to make, and none of the parties shall be bound by any statement,

representation or agreement reached prior to the signing of this Agreement and not set forth herein.

ARTICLE 34 - SAVINGS CLAUSE

34.01 Should any Article, Section or portion thereof of this Agreement be held unlawful and unenforceable by any court of competent jurisdiction, such portions thereof directly specified in the decision, upon issuance of such a decision, the parties agree immediately to negotiate a substitute for the invalidated article, section or portion thereof.

ARTICLE 35 - TERMINATION

35.01 This Agreement shall be effective as of the 1st day of January, 2025, until December 31, 2027. Negotiations for the calendar year 2028 shall begin no later than ninety (90) days prior to this contract expiration.

IN WITNESS WHEREOF, the parties hereto have set their hands this 21st day of November, 2024.

FOR THE GUILD

By: Seth Super
Seth Super, President

By: Jessenia Baird
Jessenia Baird, Non-Uniformed
Guild Representative



DOUGLAS COUNTY ADMINISTRATOR

By: Jordyn Giulio
Jordyn Giulio, County Administrator

MANAGEMENT LABOR ATTORNEY

By: _____
Anthony F. Menke

DOUGLAS COUNTY
COMMISSIONERS

By: **EXCUSED**
Dan Sutton, Chair

By: Marc S. Straub
Marc S. Straub, Vice Chair

By: Kyle Steinburg
Kyle Steinburg, Member

ATTEST FOR COUNTY
COMMISSIONERS

By: Carlye Baity
Carlye Baity, Clerk of the Board

DOUGLAS COUNTY SHERIFF

By: Kevin Morris
Kevin Morris, Sheriff

APPENDIX A – Compensation, Longevity and Educational Incentive

	1/1/2024	1/1/2025	1/1/2026	1/1/2027
Emergency Management Specialist		COLA 3%	COLA 3%	COLA 3%
Entry	\$5,039.00	\$5,190.00	\$5,346.00	\$5,506.00
1	\$5,259.00	\$5,417.00	\$5,580.00	\$5,747.00
2	\$5,464.00	\$5,628.00	\$5,797.00	\$5,971.00
3	\$5,657.00	\$5,827.00	\$6,002.00	\$6,182.00
4	\$5,884.00	\$6,061.00	\$6,243.00	\$6,430.00
5	\$5,977.00	\$6,156.00	\$6,341.00	\$6,531.00
Records Supervisor**				
	\$6,058.00	\$6,240.00	\$6,427.00	\$6,620.00
Records Technician				
Entry	\$4,699.00	\$4,840.00	\$4,985.00	\$5,135.00
1	\$4,800.00	\$4,944.00	\$5,092.00	\$5,245.00
2	\$4,902.00	\$5,049.00	\$5,200.00	\$5,356.00
3	\$5,000.00	\$5,150.00	\$5,305.00	\$5,464.00
4	\$5,102.00	\$5,255.00	\$5,413.00	\$5,575.00
5	\$5,201.00	\$5,357.00	\$5,518.00	\$5,684.00

Applied COLA rounded up.

Longevity Plan

For Non-Uniformed Employees

6-9 Years (after 72 months)	1% additional per month
10-14 Years (after 120 months)	2% additional per month
15-19 Years (after 180 months)	3% additional per month
20 + Years (after 240 months)	4% additional per month

Longevity increases are not cumulative.

Longevity Increases will be effective on the 1st of the month following the anniversary date.

Specialty Premium Categories

Evidence Technician \$100.00 per month

Language (Spanish Only) \$100.00 per month

Educational Incentive

Employees receiving degrees in the job-related studies as approved by the Sheriff shall receive additional compensation as follows:

Two (2) year degree	Two percent (2%) of base rate
Four (4) year degree	Four percent (4%) of base rate
Master's degree	Six percent (6%) of base rate

Educational allowance for college courses taken as authorized by the Sheriff:

- a. If approved by the Sheriff, an employee will be reimbursed for \$50.00 per hour credit per college quarter, based on a four (4) quarter system, or per credit per semester, based on a two (2) semester system, only if they complete the course and receive a "c" or better grade.
- b. If approved by the Sheriff, an employee will be reimbursed for \$100.00 per college quarter for books and fees, only if they complete the course and receive a "c" or better grade.

APPENDIX B – Classification Requirements

Records Technician	High school degree, or equivalent thereof, pass Civil Service examination and appointment by Sheriff.
Records Supervisor	High school degree, or equivalent thereof, pass Civil Service examination and appointment by Sheriff

At time of offer of employment the Sheriff has the ability to determine placement of salary classification at his/her discretion into the appropriate step based on qualifications.

ADVANCEMENT IN GRADE

An employee, when he/she attains the qualifications required for the next classification and if his/her performance in the opinion of the Sheriff has been satisfactory, and passes the Civil Service Examination if required, will progress to the next classification. Employees denied progression by reason of unsatisfactory performance will be so notified in writing by the Sheriff with a statement of his/her reasons. An employee denied progression has the right to file a grievance in conformity with the grievance procedure. An employee may be granted a progression at any subsequent time at the discretion of the Sheriff.

APPENDIX C – Substance Abuse Policy and Procedures

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DOUGLAS COUNTY SHERIFF'S OFFICE
SUBSTANCE ABUSE POLICY

POLICIES AND PROCEDURES FOR DRUG/ALCOHOL TESTING AND TREATMENT

These policies and procedures have been agreed to by the parties and shall become a part of the current labor agreement between Douglas County and the Douglas County Deputy Sheriff's Guild. All applicable articles of the contract shall apply to these policies and procedures.

A. PURPOSE

The County has a strong commitment to provide a safe work environment for its employees and to establish programs promoting high standards of employee health and safety. Consistent with that commitment, this policy establishes prohibitions regarding alcohol and controlled substances and the right of the County to screen or test employees to determine the presence of alcohol and/or controlled substances

B. POLICY

1. It is the policy of Douglas County to provide an alcohol- and drug-free workplace for its employees.
2. It is the responsibility of the Employer, Guild and employees to preserve and protect public trust, public safety, and fitness for duty.
3. It is the responsibility of all employees to report for duty and be able to perform their jobs safely and effectively, without the presence of drugs, alcohol, or any other intoxicating substance.
4. The presence, possession, manufacture, use, distribution, or sale of alcohol, unlawful drugs or drug paraphernalia on County premises or while on duty is prohibited.

C. APPLICABILITY

This policy applies to all bargaining unit employees through the rank of Records Supervisor.

D. DEFINITIONS

For purposes of this policy, the following terms have the meanings indicated:

1. Alcohol use means the consumption of any beverage, mixture, or preparation, including any medication, containing alcohol.
2. Conviction means a finding of guilt (including a plea of nolo contendere) or imposition of sentence, or both, inclusive of deferred prosecution, by any judicial body charged with the responsibility to determine violations of Federal, State, or County drug laws.
3. Counseling means participation in a substance abuse treatment or rehabilitation program provided through the Douglas County Employee Assistance Program (EAP).
4. Criminal drug statute means any criminal law involving the presence, manufacture, distribution, dispensing, use, or possession of any controlled substance.
5. Medical Review Officer (MRO) is a licensed physician selected by the Employer to receive positive drug test results from the laboratory, analyze and interpret the results, and report to the employer those results as outlined in Section I of this policy.
6. Prohibited Substances are those substances whose distribution is regulated by law. For the purpose of this policy, substances that require a prescription or other written approval from a licensed health care provider or dentist for their use shall also be included when used other than as prescribed.
7. Reasonable suspicion and other bases of testing means facts and circumstances sufficient to lead a reasonable person to suspect that the employee has the presence of drugs and/or alcohol in the employee's blood, breath and/or urine, whichever is applicable.
8. Representation means Employee's right to Guild or legal representation at testing sites and at any subsequent disciplinary action related to implementation of substance abuse procedures; provided, however, such representation shall not interfere with timely implementation of procedures.
9. Substance abuse means the use or presence of a substance, including medically authorized drugs other than as prescribed for the user, which violates this

policy, impairs job performance or poses a hazard to the safety and welfare of the employee, the public, or other employees.

10. Substance Abuse Professional (SAP) is a licensed physician, psychologist, social worker, employee assistance professional, or addiction counselor certified by the National Association of Alcoholism and Drug Abuse Counselors Certification Commission with knowledge of and clinical experience in the diagnosis and treatment of drug and alcohol-related disorders.
11. Unreasonable delay means a delay of the testing procedure for a period of time, as defined by the collection site or laboratory personnel, which would render the test invalid, useless and/or inaccurate.

E. EDUCATION

Pursuant to the provisions of the Drug-Free Workplace Act of 1988, the County will establish an education and training program (may be limited to written materials without classroom training) to assist employees to understand and avoid the perils of drug and alcohol abuse. A reasonable ongoing educational effort will be made to prevent and eliminate drug and alcohol abuse that may affect the workplace.

Hence, the Sheriff's Office program should address:

- ♦ The dangers of drug and alcohol abuse in the workplace;
- ♦ The County's policy of maintaining a drug- and alcohol-free workplace;
- ♦ The availability of drug and alcohol treatment, counseling and rehabilitation programs; and
- ♦ The penalties that may be imposed upon employees for drug and alcohol abuse violations.

In addition to the training above, the County shall provide training to supervisors who may be asked to determine whether reasonable suspicion exists to require an employee to undergo drug and/or alcohol testing. The supervisory training shall include training on alcohol use and drug use. This training shall cover the physical, behavioral, speech, and performance indicators of probable alcohol usage and drug use. Supervisors who have not received initial training may request another supervisor who has undergone this training to make the determination.

F. EMPLOYEE RIGHTS AND RESPONSIBILITIES

1. The County has the right to require an employee to undergo a drug and/or alcohol test when there is reasonable suspicion to indicate the employee has used and/or the presence of a substance which violates these policies, causes the employee to pose a hazard to the safety of the employee, the public, or other employees. However, an employee may be required to undergo a re-examination drug and/or alcohol test as provided in Section J.2. of this policy.
2. It is the employee's responsibility to report for duty without the presence of drugs and/or alcohol, be able to perform his/her job safely and effectively, without drugs, alcohol, or any other intoxicating substance in the employee's blood, breath and/or urine.
3. Employees are responsible for obtaining from their health care provider adequate information about the effects of prescription medication on job performance; and promptly notifying his/her supervisor of same; or promptly notifying his/her supervisor of the effects on job performance of over-the-counter medication being taken.
4. Employees are prohibited from the presence of, possessing, manufacturing, using, distributing, or selling alcohol, controlled substances or drug paraphernalia on County premises or while on duty. For purposes of this policy, "on duty" time includes meal and break periods during the work shift.
5. Employees are encouraged to request assistance with drug use and/or alcohol abuse problem(s), with the understanding that the first request for assistance will not be used as the basis for disciplinary action. However, a request for assistance shall not be used to exempt employees from job performance requirements.
6. In accordance with the Drug-Free Workplace Act of 1988, an employee who is convicted and/or any other alternative disposition like plea bargain, deferred prosecution, of a violation of a criminal drug statute shall notify the Sheriff or his/her designee no later than five (5) days after such conviction. For purposes of this policy, a criminal drug statute means any criminal law involving the manufacture, distribution, dispensation, use, or possession of any controlled substance.
7. Employees have the right to challenge the results of certain tests and certain discipline imposed in accordance with the Grievance procedure of their labor contract. Employees who dispute the results of a drug test may have their split sample tested

at their own cost at another DHHS-certified laboratory. This employee request must be made in writing within seventy-two (72) hours of notification of a positive drug test result by the MRO.

8. Employees having knowledge of another employee's condition/behavior that poses a potential threat to the safety of employees and/or the public are obligated to immediately inform the employer of the problem and the employer may assist the employee in getting help with the problem. This shall be in the form of advising the immediate supervisor, assisting the employee in contacting the County's EAP, or by encouraging the employee to leave the workplace on sick leave. If the employee refuses intervention, the employee having the knowledge shall immediately inform the supervisor.
9. Employees who are required to undergo a drug and/or alcohol test will be provided transportation to the collection facility and shall also be offered transportation home by a Sheriff's Office representative. If suspected of being impaired, the employee will be advised against driving him/herself home or otherwise operating a motor vehicle.
10. Employees may have a Guild representative or legal counsel present at the collection facility. However, the lack of Guild representation or legal counsel shall not cause unreasonable delays in the collection process. If there are delays and the test is rendered invalid, useless, and/or inaccurate, then the Employer has the right to proceed based on observations if the Employer determines discipline is applicable provided that this does not prevent the Guild from challenging the accuracy under the grievance procedure.
11. Employees shall fully cooperate in the collection process.

G. DETECTION

1. Reasonable suspicion and the bases for implementation of substance abuse testing: Once the steps outlined in the attached "Supervisor's Guidelines" are followed, an employee may be required to undergo a drug and/or alcohol test when reasonable suspicion exists to indicate that the employee has the presence of a prohibited substance in the employee's blood, breath and/or urine, whichever is applicable. Other bases for testing include where an employee is involved in any accident if the employer suspects the presence of alcohol and/or controlled substance where the County receives reliable information based upon personal knowledge of an individual, including but not limited to, other employees of the County, the medical

community, or law enforcement personnel, of involvement by the employee with alcohol and/or controlled substances.

2. The decision to conduct a drug and/or alcohol test shall be made by a Sheriff's Office supervisor or the highest-ranking supervisor on duty. For purposes of this policy, acting officers are considered supervisors. The higher of the two supervisors will make timely notification of the situation to the Sheriff or his designee.
3. Refusal to submit to a drug and/or alcohol test authorized by this policy shall be grounds for discharge.
4. Searches:
 - (a) The Sheriff's Office has the right to search, without employee consent, any and all County-owned property. These areas include, but are not limited to, office space, cars, desks, file cabinets and the like.
 - (b) The Sheriff's Office shall have the right to search (1) County-owned property and (2) with probable cause, private property belonging to the employee, such as a personal equipment bag, briefcase, or private vehicle on County premises. The employee shall have the right to Guild representation during the search provided such representation does not delay the search.
 - (c) If the Sheriff's Office Department is going to conduct a search, the Sheriff's Office shall first inform the employee that:
 - (1) The Sheriff's Office has reasonable suspicion to suspect that evidence exists within the area or item to be searched which could be used in disciplinary and/or legal proceedings against the employee;
 - (2) The employee has the right to Guild representation during the search.
 - (d) The Sheriff's Office may contact a police authority having jurisdiction to conduct a search according to and in the manner authorized by law.
5. Presence of, use of, possession, manufacture, distribution or sale of alcohol, drugs, or drug paraphernalia on County property or during work time is expressly prohibited and provides a basis for discipline under the Sheriff's Office rules and regulations,

and shall constitute cause for drug and/or alcohol testing under this policy. For purposes of this policy, work time includes meal and break periods or any other time when the employee is on paid status. Alcoholic beverages that are properly stored, unopened, in the trunk of an employee's personal vehicle will not be considered a violation of this policy. Any illegal drugs and/or drug paraphernalia coming into the County's possession will be turned over to the police authority having jurisdiction.

H. TESTING PROCEDURES

1. Drug and alcohol testing shall be conducted in a manner designed to protect employees, protect the integrity of the testing process, safeguard the validity of test results, and ensure that those results are attributed to the correct employee.
2. Employees who are required to undergo a drug and/or alcohol test will be provided transportation to the collection facility and shall also be offered transportation home by a Sheriff's Office representative.
3. Employees may have a Guild representative present at the collection facility. However, the lack of Guild representation shall not unreasonably delay the collection process.
4. Employees required to undergo a drug and/or alcohol test shall cooperate fully in the collection process and complete all required forms and documents. These forms include, but are not limited to, a Consent/Release form and an Interview form.
5. Urine samples for drug testing shall be collected at a collection site designated by the Employer using the split sample collection method. The split sample is made available if retesting becomes necessary. Any specimen that tests positive for drugs shall be retained in long-term frozen storage by the laboratory conducting the analysis for a minimum of one year.
6. If medical personnel at the collection site have reason to believe that an adulterated or substituted sample has been provided (or that the employee altered or substituted the sample), the employee will be required to immediately submit a second sample (or the original sample). This collection shall be under the direct observation of a same gender collection site staff person. The employee will be required to provide the additional or original sample during an observed collection prior to leaving the collection site.

7. An appropriate chain of custody procedure shall be followed in the administration of all drug tests. Urine samples shall be sealed and initialed by the employee and a witness.

8. Urine samples shall be promptly sent to and tested by a laboratory that is certified to perform drug tests by the Department of Health and Human Services (DHHS). Initial drug screening shall be conducted using an accepted immunoassay method. All positive tests shall be confirmed using the gas chromatography/mass spectrometry (GC/MS) drug testing method. The laboratory shall test for only the substances and within the limits as follows for the initial and confirmation tests, as provided within NIDA standards, unless this section is modified by amended agreements provided for in Section L.3.:

Initial Tests

Alcohol *	
Marijuana metabolites	50 ng/ml
Cocaine metabolites	300 ng/ml
Opiate metabolites (morphine and codeine)	300 ng/ml
Phencyclidine	25 ng/ml
Amphetamines (Amphetamine and Methamphetamine)	1000 ng/ml
Barbiturates	300 ng/ml
Benzodiazepines	300 ng/ml
Methadone	300 ng/ml
Methaqualone	300 ng/ml
Propoxyphene	300 ng/ml

- (1) If immunoassay is specific for free morphine the initial test level is 25 ng/ml.

Confirmatory Test

Alcohol *	
Marijuana metabolites	15 ng/ml
Cocaine metabolites	150 ng/ml
Opiate metabolites (morphine and codeine)	300 ng/ml
Phencyclidine	25 ng/ml

Amphetamines (Amphetamine and Methamphetamine)	500 ng/ml
Barbiturates	300 ng/ml
Benzodiazepines	300 ng/ml
Methadone	300 ng/ml
Methaqualone	300 ng/ml
Propoxyphene	300 ng/ml

9. Alcohol shall be tested by means of a Breathalyzer machine currently in use (B.A.C.) or future equipment which may supersede the B.A.C. machine (but excludes the P.B.T. device.) Breathalyzer alcohol tests shall be conducted at a site designated by the Employer. The testing shall follow the protocols established for criminal investigations, including the requirement of two breath samples within the proper variance. If the initial test indicates an alcohol concentration of .01 or greater, a second test shall be performed to confirm the results of the initial test at the election of the employee. The confirmatory test shall be by means of a blood draw. The confirmatory test shall also use a .01 blood alcohol concentration level to measure a positive test. If the Employee refuses to take the second confirmatory test, the first test will be used to determine alcohol concentration. The use of a BAC does not preclude the use of a blood draw for the initial testing. Whether a BAC and/or a blood draw is used depends on the circumstances leading the Employer to the conclusion that there needs to be a test.
10. Upon written request by the employee, the County shall make one legible copy of the results of his/her drug and/or alcohol tests available to the employee.
11. All information collected in the process of conducting a drug and/or alcohol test shall be treated as confidential information. These files shall be separate from the personnel file; sealed and maintained in a secure medical file. However, such information shall become available to other persons on a need to know basis if there is a grievance or other administrative law or legal action.
12. Employees who refuse or fail to fully cooperate in the collection process shall be subject to discipline up to and including discharge. Examples of a failure to fully cooperate include such actions as, refusing to sign the necessary consent/release forms; delaying and/or obstructing the collection process; failing to provide the specimen for testing; and attempting to substitute or adulterate a specimen. The foregoing list is not intended to be an all-inclusive list. Sheriff management shall, in all circumstances, have the final right to determine the appropriate level of discipline

depending on the specific circumstances, the employee's performance record, and any other pertinent facts.

I. REPORTING OF RESULTS

1. The County shall have a designated Medical Review Officer (MRO) who must be a licensed physician with knowledge of substance abuse disorders and familiar with the characteristics of the laboratory tests (sensitivity, specificity, and predictive value). The role of the MRO will be to review and interpret the positive drug test results.
2. Alcohol Test Results. Laboratory or collection site personnel will report the test results to the Sheriff or his/her designee. If the confirmation test meets or exceeds 0.01 g/210 ml, the laboratory or collection site personnel shall report to the Sheriff, or his or her designee that the employee tested positive for alcohol. If the test result is below 0.01 g/210 ml, the laboratory or collection site personnel will report to the Sheriff or his or her designee and the County Administrator that the employee tested negative for alcohol.
3. Drug Test Results. Laboratory personnel will advise the Sheriff or his/her designee directly of all negative drug test results.

The laboratory will advise the MRO, the Sheriff or his or her designee of any positive drug test results. The MRO must examine alternate medical explanations for any positive test results. This process shall include an interview with the affected employee and a review of the incident file, employee's medical history and any other relevant factors. The MRO must review medical records made available by the tested employee when a confirmed positive test could have resulted from legally prescribed medication. Employees involved in this step of the examination shall make themselves and any relevant records they wish to present available to the MRO within 48 hours after request.

After reviewing the incident file and interviewing the employee, the MRO shall report to the Sheriff or his/her designee the name of the employee, and whether a positive test of a prohibited substance has been verified. The MRO shall also supply all applicable reports and information regarding the positive test.

4. Rehabilitation Program. If the tested employee is referred on to rehabilitation or treatment, the MRO is authorized to communicate specific results to the Substance Abuse Professional (SAP) or counselor overseeing the employee's treatment program.

5. Grievance. The laboratory and/or the MRO is authorized to release specific test results to the County and the Guild in cases of disciplinary proceedings, a grievance and/or a legal challenge.

J. REHABILITATION AND RETURN TO DUTY

1. The County recognizes that substance abuse can be successfully treated, enabling an employee to return to satisfactory job performance. Employees who are concerned about their own drug use and/or alcohol abuse are encouraged to voluntarily seek assistance through the County's EAP. All such voluntary requests for assistance will remain confidential.
2. An employee who tests positive for a prohibited substance or is otherwise required to submit to a drug and/or alcohol test by this policy shall be medically evaluated, counseled, and treated for rehabilitation as recommended by the SAP. If the employee is required to participate in such a program, his/her reinstatement or continued employment shall be contingent upon:
 - a. Successful completion of the program and remaining drug- and/or alcohol-free for its duration and three (3) years; and
 - b. Passing a return to duty drug and/or alcohol test as recommended by the SAP; and
 - c. Obtaining a final release for duty by the SAP (The final release for duty may be preceded by a temporary release for duty).
3. Employees who successfully complete a rehabilitation program and are released for duty, in addition to being subject to reasonable suspicion testing at any time, will be subject to follow up testing, which involves unannounced drug and/or alcohol testing at least three (3) times per year during the following thirty-six (36) months. The Sheriff or his/her designee will determine the dates for these drug and/or alcohol tests. These test dates will be communicated to the employee. The appointment for the collection will be made in advance and maintained in a confidential manner by the Sheriff or his/her designee until the day of the collection. The Sheriff or his/her designee shall provide the supervisor with adequate notice of the test dates. The employee will not be notified until just prior to the testing. The employee may request a Guild representative to accompany him/her to the collection site, provided the sample is collected within two (2) hours following notification.
4. Upon notification of selection for the follow up tests, the employee must proceed directly to the collection site for testing. At this time, the employee will receive an

Employee Notification of Scheduled Drug/Alcohol Test letter from the designated contact. The employee will be required to sign this letter and a Consent/Release form. The employee must present photo identification to collection site personnel. The Sheriff or his/her designee will retain a copy of all the forms.

5. Refusing to submit to a return to duty or a follow up test will be considered grounds for discharge. If the selected employee fails to report to the collection site within two (2) hours of notification of testing, this will also be considered grounds for discharge.
6. If an employee voluntarily enters a drug/alcohol rehabilitation program, it shall not be considered an offense under this policy. Such employees are, however, still subject to this policy and may be required to undergo a drug and/or alcohol test if reasonable suspicion exists.
7. All appointments with the SAP may be scheduled as sick leave or vacation leave subject to prior approval of the supervisor, Sheriff, or management designee. The SAP will contact the Sheriff or his/her designee to make a recommendation as to the need for further treatment. Once vacation leave and sick leave is exhausted, the employee may be placed on leave without pay. The Sheriff or his/her management level designee shall maintain confidentiality regarding the reason for the leave.
8. The employee will be responsible for all costs, not covered by insurance, which arise from such treatment.
9. Once an employee has/been diagnosed with a substance use disorder by an MRO, who has notified the County, the employee will be placed on leave status (compensatory time, vacation, sick, holiday leave bank, then leave without pay). The employee will remain on leave until he/she has a release for duty from the SAP and has passed a return to duty drug and/or alcohol test as recommended by the SAP. The release for duty may be a temporary or final release as described below depending on the circumstances.
10. Temporary Release for Duty. The SAP may sign a temporary release for duty indicating that the employee can satisfactorily return to regular work assignment and continue treatment on an outpatient basis. The temporary release for duty shall indicate the length of time such release is valid not to exceed three (3) months. The employee must present a final release for duty on or before the expiration date of the temporary release. A temporary release shall include follow up testing. The employee must present both the temporary and final release for duty to his/her supervisor.

11. Final Release for Duty. A final release for duty shall be signed by the SAP indicating that the employee has:
 - a. Satisfactorily completed treatment and follow up testing; or
 - b. Does not require treatment at this time, and the employee may return to regular work assignment without restrictions. Failure to provide a final release for duty to the supervisor may result in discharge.
12. Once an employee provides the supervisor with the final release for duty the employee shall be returned to his/her regular duty assignment so long as the total time for rehabilitation, testing and release does not exceed six (6) months. If it exceeds six (6) months, the employee is subject to discharge. After five years of no further violation of this policy, the employee's personnel file shall be purged of any reference to the incident, including any disciplinary actions taken, provided, however, records may be retained beyond five (5) years when retention is required by applicable law. Should applicable law require retention of records past five (5) years, and if allowed by such law, such records shall be sealed and may not be opened except for the existence of a grievance, further disciplinary action and/or further legal proceedings.
13. If an employee tests positive during the thirty-six (36) month period following rehabilitation on a reasonable suspicion and/or any other bases for drug or alcohol test, the employee will be discharged.
14. If an employee tests positive during the thirty-six (36) month period following rehabilitation on unannounced drug or alcohol test, the employee will be discharged.

K. RANGE OF CONSEQUENCES

1. Employees who violate this policy will be subject to disciplinary consequences as identified in this policy. In all cases, the County reserves the right to determine the appropriate disciplinary measures, which may be more or less severe than those set forth in this guideline. The following list of actions and the related consequences is illustrative only and is not intended to be an all-inclusive list of possible disciplinary consequences.
2. If an employee has an alcohol concentration of 0.01 or greater in any alcohol test, and/or tests positive for drugs and/or their metabolites in any drug test and it is the employee's first offense, then he/she shall be referred to the EAP for counseling and/or completion of a substance abuse treatment or rehabilitation program. However, if an employee violates a work rule in conjunction with failing a drug and/or alcohol test,

then he/she may be subject to disciplinary action. The County shall have the right to take disciplinary action, up to and including discharge, based on the severity of the incident and/or the employee's past record.

3. Employees will be subject to disciplinary action as indicated for any of the following:
 - a. Refusal to submit to an authorized drug and/or alcohol test. Refusal to submit to testing means that the employee fails to provide an adequate urine or breath sample for testing without a valid medical explanation after he/she has received notice of the requirement to be tested, or engages in conduct that clearly obstructs the testing process. Refusal to submit to testing includes, but is not limited to, refusal to execute any required consent forms, refusal to cooperate regarding the collection of samples, refusal or failure to provide necessary documentation to the MRO when requested, and/or submission or attempted submission of an adulterated or substituted urine sample. For a refusal, an employee shall be subject to discharge.
 - b. Reporting for work with the presence of alcohol, drinking alcoholic beverages or using drugs while on duty, on County property, in County vehicles, or during breaks and/or meal periods during work hours shall be subject to discharge.
 - c. Unlawful manufacture, use, distribution, dispensation, possession, concealment or sale of any controlled substance, including an alcoholic beverage, while on duty, on County property, in County vehicles, or during breaks and/or meal periods during work hours.
 - d. Any criminal drug statute conviction and/or failure to notify the County of such conviction within five (5) days shall be subject to discharge.
 - e. Failure to complete a counseling, treatment, or rehabilitation program as prescribed by the SAP shall be subject to discharge.
 - f. Testing positive on a return to duty shall be subject to discharge.
 - g. Any failures (positive test) on follow up drug and/or alcohol testing during the thirty-six (36) month following rehabilitation shall be subject to discharge.

- h. Failure to report to a collection site within two (2) hours of notification for return to duty or follow up testing shall be subject to discharge.
 - i. Second offense – alcohol concentration of 0.01 or greater in any reasonable suspicion or any other bases for alcohol test, and/or testing positive for drugs and/or their metabolites in any drug test or any other bases for drug test, shall be discharged.
 - j. Employee's failure to participate in the temporary and/or final releases for duty testing in a timely manner shall be subject to discharge.
4. Although the foregoing will ordinarily result in discharge regardless of the employee's position, the Sheriff reserves the exclusive right to consider extenuating circumstances and to impose lesser discipline.

L. OTHER

- 1. The County shall pay for initial costs of the substance abuse examination including the expenses of the Medical Review Officer.
- 2. The parties recognize that during the life of this agreement there may be improvements in the technology of testing procedures which provide more accurate testing for the presence of alcohol and/or controlled substances or which constitute less invasive procedures for the employees. In that event, the parties will bargain in good faith whether to amend this procedure to include such improvements. If the parties are unable to agree, the issue will be submitted to impasse procedures under RCW 41.56. Meanwhile, the provisions of this policy shall remain applicable.
- 3. If any provision of this Agreement shall be held invalid by operation of law, or any Tribunal of competent jurisdiction, or if compliance or enforcement of any provision should be restrained by such Tribunal pending final determination as to its validity, the remainder of this Agreement shall not be held to be invalid, and will remain in full force and effect, and the parties, upon request of one to the other shall initiate immediate negotiations for the purpose of arriving at a mutually satisfactory replacement of such provision.
- 4. The following attachments shall be a part of this Policy: Supervisor's Guidelines, Report Form, Interview Form, Consent/Release Form.

DOUGLAS COUNTY SHERIFF'S OFFICE

Substance Abuse Policy

SUPERVISOR'S GUIDELINES

The primary goal of the Substance Abuse Policy is to provide a working and service delivery environment free from the effects of alcohol/drug abuse. The supervisor's role is to identify employees who may be a threat to the safety and welfare of the employee, other employees, and the public by having drugs and/or alcohol while on-duty. Such employees must be removed from the workplace.

Follow the steps below to ensure that you are proceeding correctly. It is important that proper procedures are followed to comply with legal and contractual requirements.

1. Contact your appropriate command staff and explain the situation.
2. Your supervisor will:
 - ♦ Take appropriate action regarding your response status, and
 - ♦ Notify the sheriff or his or her designee, then join you at your location to assist you and corroborate your observations during the interview.
3. Prepare yourself for an interview with the employee by completing the Report Form. Refer to Attachment 1 for descriptions of physical and behavioral signs which may indicate substance abuse.
4. After your supervisor has arrived, advise the employee you wish to interview him/her and provide a private location to conduct the interview.
 - ♦ Be sure to advise the employee that you suspect him/her of the presence of a prohibited substance (defined in the policy) in the employee's blood, breath and/or urine, whichever is applicable, and that he/she may have a Guild representative present during the interview.
 - ♦ Do not argue with a belligerent or threatening employee. Advise him/her that his/her cooperation during the interview and testing procedure (if warranted) are direct orders and that continued disruptive behavior, preventing completion of the interview, shall be the same as refusal to submit to testing and shall be cause for discipline (cooperation **does not** mean that any employee must give facts or evidence which may incriminate himself/herself).
 - ♦ Complete the Interview Form with your supervisor.

5. Review the relevant information with your supervisor. If your supervisor decides that the test is required, relieve the employee of duty, with pay, during the course of the exam and MRO review.
6. Have the employee sign a Consent/Release Form.
 - ◆ Read the form to the employee and direct him/her to sign it. Do not alter the form in any way.
 - ◆ Be sure, if the employee has declined Guild representation, that he/she understands that he/she may choose to have a Guild representative accompany him/her to the testing facility.
 - ◆ If the employee refuses to sign the form, advise him/her that this is a direct order and that failure to comply shall be cause for discipline.
 - ◆ Issue a second order for the employee to sign the consent form. If he/she still refuses, relieve the employee of duty, with pay, explain that disciplinary action may follow. Your supervisor will transport the employee home. (No employee suspected of impairment from alcohol/drug abuse shall be allowed to drive.)
7. Your supervisor shall transport the employee to the testing facility, and wait at the testing facility until the testing is completed.
8. When the exam is completed, your supervisor will:
 - ◆ Reconfirm with the employee that he/she has been relieved of duty, with pay.
 - ◆ Advise the employee that he/she will be contacted by the MRO to review the results (if positive), and
 - ◆ Advise the employee that he/she will be contacted by the department advising him/her about the applicable procedures.
 - ◆ Drive or arrange transportation for the employee home. Do not return the employee to a County facility.
9. Once the employee has been sent home, your supervisor will:
 - ◆ Gather copies or originals of the Report Form, Interview Form, Consent/Release Form, and any other written notes or reports and forward them to the Sheriff and/or his or her designee.

DOUGLAS COUNTY SHERIFF'S OFFICE

Substance Abuse Policy
CONSENT/RELEASE FORM

I consent to the collection a urine and/or breath sample by _____
_____ and its analysis by _____
_____ for those drugs, alcohol, and/or controlled substances specified
in the Collective Bargaining Agreement pursuant to the Substance Abuse Policy agreed to
between the Douglas County and the Douglas County Deputy Sheriff's Guild.

The laboratory administering the tests may release the results to the Medical Review Officer (MRO), who shall release his/her conclusions to the employer after review and interpretation. If I test positive, I agree to make myself and any requested records available to the MRO within forty-eight (48) hours of such request. The information provided to the employer from the MRO shall be limited to whether the tests were confirmed positive or negative, and no other test results will be released, except as provided herein, without my written consent. The laboratory will advise the employer's representative whether the initial alcohol screen is positive or negative.

I understand that I have the right to my complete test results and that the laboratory will preserve the sample for at least one year. If I test positive, I have the right to have the split sample tested at my expense at a second DHHS-certified laboratory of my choice. I understand that I must request such test in writing of the split sample within seventy-two (72) hours of notification of a positive test result by the MRO.

I understand that the Employer is requiring me to submit to this testing as a condition of my employment and that if I tamper with, alter, substitute, or otherwise obstruct or fail to cooperate with the testing process, I will be subject to disciplinary action up to and including discharge.

I further understand that a confirmed positive test will result in actions taken by the employer and for the employee which are consistent with the County's policies and procedures for substance abuse testing and treatment.

I understand that the employer will administer the Policy consistent with federal and state constitutional and statutory requirements. Also, by signing this consent form, I am not waiving the right to challenge a confirmed positive test result and an Employer action based thereon except as otherwise provided in the policy. In order to pursue any challenge related to this test, I will, be required to and hereby do authorize the laboratory and MRO to release

to my Employer and the Guild any information relating to the test and test results. Further, I understand that the employer may require me to participate in a treatment or rehabilitation program. If required to do so, I authorize the laboratory and MRO to release any information relating to the test or test results to the Substance Abuse Professional (SAP) or treatment counselor. My signature below indicates my consent for release of this information.

Employee Signature

Date

Employee Printed Name

DOUGLAS COUNTY SHERIFF'S OFFICE

Substance Abuse Policy

REPORT FORM

This form must be filled out prior to any drug/alcohol testing. Review Supervisor's Guidelines before completing this form. The information contained on this form is confidential and shall be viewed only by necessary supervisory/managerial employees, the testing facility, MRO, and the employee being interviewed/tested. When this form is completed and signed, make two copies of the form and distribute as follows: Original to Sheriff, copy attached to consent form.

Employee

Name: _____

Speech: _____

Coordination
(Standing/Walking/Etc.): _____

Judgement: _____

Decision-making:

Appearance (eyes, clothing, etc.):

Order:

Other:

Location where these were observed:

Time of observation:

Witnesses: _____

Supervisor's Signature _____ Date / Time: _____

DOUGLAS COUNTY SHERIFF'S OFFICE

Substance Abuse Policy

INTERVIEW FORM

Name of Employee: _____

I understand that I am entitled to Guild representation during this meeting and during any subsequent meetings or at testing facilities. I understand that I am being ordered to answer these questions and that if I refuse to answer these questions I am subject to discharge. I do or do not (please circle one) want a representative at this time. I understand that I am entitled to Guild representation at any time whether I choose to have one now or not.

Employee signature: _____

1. I (we) have noticed (describe behavior/evidence)

2. Do you have any explanation?

3. Are you using any time of illicit drug or alcohol?

If yes, what?

When did you take it?

How much did you take?

Do you have any drugs/alcohol in your possession at work?

(If yes, get agreement to confiscate)

Based on the interview and the completed Report Form, I believe the employee should be tested for drugs and/or alcohol.

Dated _____

Supervisor (position) _____ Agree _____ Don't Agree _____

Witness, if available* (position) _____ Agree _____ Don't Agree _____

*Witness is an individual other than the designated Guild representative.

DOUGLAS COUNTY SHERIFF'S OFFICE

Substance Abuse Policy

ATTACHMENT 1

Listed below are some behavioral descriptions which may guide the supervisor in determining whether an employee is has the presence of a prohibited substance in the employee's blood, breath or urine. A supervisor usually knows the employee's "normal" behavior and must try and distinguish alcohol and/or drug abuse from other problems.

Supervisors should be aware that the following physical, behavioral, or performance symptoms may indicate drug/alcohol usage:

- ◆ Either very dilated or constricted pupils
- ◆ Hyperactivity
- ◆ Unsteady gait
- ◆ Irritability
- ◆ Slurred speech
- ◆ Anxiousness
- ◆ Wide mood swings
- ◆ Odor of alcohol
- ◆ Overreaction to criticism
- ◆ Staggering
- ◆ Listlessness
- ◆ Illogical speech and thought process
- ◆ Unusual/abnormal behavior

- ◆ Poor judgment
- ◆ Avoiding others/withdrawal
- ◆ Sudden increase in absenteeism

APPENDIX D
BILL OF RIGHTS AND CODE OF PROFESSIONALISM

1. PREAMBLE

The Guild and employees recognize that employees are vested with a public trust which requires that they consistently demonstrate the highest degree of integrity and good moral character. Employees must maintain high standards of moral character, integrity, knowledge, trust, responsibility and professional conduct.

2. BILL OF RIGHTS AND CODE
OF PROFESSIONALISM

- 2.1 The primary responsibility of the sheriff's service, and of the employee(s), is the protection of the people of Douglas County through the upholding of their laws. Employees shall uphold the Constitution of the United States, the State Constitution, and all laws enacted or established pursuant to legally constituted authority.
- 2.2 The first responsibility of an employee, as upholder of the law, is to know its bounds upon him/her in enforcing it. Because the employee represents the legal will of the community, he/she must be aware of the limitations and proscriptions which the people, through law, have placed upon him/her.
- 2.3 The employee(s) shall apply himself/herself to the study of the principals of the laws which he/she is sworn to uphold. He/She will make certain of their responsibilities in the particulars of enforcement, seeking aid from his/her superiors in matters of technicality or principle when these are not clear to him/her. He/She will make special effort to fully understand his/her relationship to other public officials, particularly on matters of jurisdiction, both geographically and substantively.
- 2.4 The employee(s) shall be mindful of his/her responsibilities in how his/she discharges his/her duties. Violations of law or disregard for public safety and property on the part of the employee(s) are intrinsically wrong. The employee(s) should, in the course of his/her duties, utilize every legal means necessary to further law, not minimize it. If the law is to be honored, it must first be honored by those who enforce it.

- 2.5 The employee(s) shall cooperate fully with other public officials in the discharge of authorized duties regardless of party affiliation or personal prejudice. He/She shall be meticulous, however, in assuring himself/herself of the propriety, under the law, of such actions and shall guard against the use of his/her office or person, whether knowingly or unknowingly, in any improper or illegal action. In any situation open to questions, he/she shall seek authority from his/her superior officer, giving them a full report for the proposed service or action.
- 2.6 The employee(s) shall be mindful of his/her special duty to the public to uphold the law in his/her professional and private life and to serve without seeking to gain special privilege.
- 2.7 Employee(s) shall conduct his/her private life honorably and shall not engage in conduct which brings his/her employer or the law enforcement community disrespect.
- 2.8 Employee(s) shall be mindful of his/her responsibility to the whole community and shall deal with individuals of the community in a manner that instills respect for its laws and its police service. Employee(s) shall conduct their official life in a manner that will inspire confidence and trust. Employee(s) will give service where they can, and require compliance with the law. He/she will give service without personal preference or prejudice, but rather as a duly appointed officer of the law discharging his/her sworn obligation.
- 2.9 Employee(s) shall be aware of his/her lawful authority to use force when reasonably necessary in securing compliance with his/her lawful enforcement duties. The employee(s) shall use his/her powers in accordance with the law to include legally sanctioned practices in such areas as interrogation, arrest or detention, searches, seizures, use of informant and collection and preservation of evidence.
- 2.10 Employee(s) shall bear the responsibility of maintaining, in his/her own conduct, the honor and integrity of the law enforcement profession. He/She shall, therefore, guard against placing himself/herself in a position in which any person can expect special consideration or in which the public can assume that special consideration is being given. Thus, he/she should be firm in refusing gifts, favors, or gratuities, large or small, which can, in the public mind, be interpreted as capable of influencing his/her judgment in the discharge of his/her duties.

- 2.11 Employee(s) shall be concerned equally in the prosecution of the wrongdoers and the defense of the innocent. He/She shall ascertain what constitutes evidence and shall present such evidence impartially and without malice. In so doing, he/she will ignore social, political, and all other distinctions among the persons involved, strengthening the tradition of the reliability and integrity of an employee(s)' word. The Employee(s) shall increase his/her perception and skill of observation, mindful that in many situations he/she is the sole impartial testimony to the facts of a case.
- 2.12 Employee(s) shall regard the discharge of his/her duties as a public trust and recognize his/her responsibility as a public servant. By diligent study and sincere attention to self improvement, he/she shall strive to make the best possible application of science to the solution of crime and, in the field of human relationships, strive for effective leadership and public influence in matters affecting public safety. He/She shall appreciate the importance and responsibility of his/her office, holding their work to be an honorable profession rendering valuable service to his/her community and country.
- 2.13 Employee(s) shall be aware of and observe legal restrictions on the release and dissemination of information. He/She shall disclose such information as required in the proper performance of his/her duties. Employee(s) shall treat confidential matters related to him/her in official confidence regarding investigation, internal affairs and sensitive personnel information. Employee(s) shall neither disclose nor use for his/her personal interest any confidential information acquired by him/her in the course of his/her official duties.

3. DISCIPLINARY RULES OF CONDUCT

- 3.1 As the employee(s) is entrusted and charged with the responsibility and duty to protect and serve society, it is essential that he/she commands the respect of those whom he/she seeks to protect. This public trust requires that the employee(s) demonstrates the highest degree of character and integrity. It is with this obligation to those services, coupled with the need to protect the rights and preserve the dignity of individual employees, including the need to protect them from unfounded allegations, that this section is formulated for disciplinary procedures. These provisions are to be interpreted and applied consistent with the provisions of the current labor agreement. Any conflict in provisions will result in the provisions of the labor agreement taking precedence. It is agreed

that the Employer has the right to discipline, suspend, or discharge any employees for just cause. In an effort to ensure that investigations are conducted in a manner which is conducive to good order and discipline, the employees shall be entitled to certain protections. Any employee who becomes the subject of a criminal investigation shall have all the rights accorded by the State and Federal constitutions and Washington law.

3.2 Employees, as witnesses and/or suspects, charged shall fully cooperate in the conduct of any administrative investigations.

3.3 Employee(s) under internal investigation shall be afforded those protections contained in the labor agreement and the following procedures to ensure fair treatment in the enforcement of the disciplinary process.

3.4 Notification to Employee:

3.4.1 The employee under investigation shall be informed prior to such investigation of the rank, name, and assignment of the employee in charge of the investigation, the interviewing officers, and all persons to be present during the interview.

3.4.2 Employees shall be accorded due process of law, which includes the right to be informed of the alleged violations and the opportunity to respond to such charges. The employee under investigation shall be informed of the nature of the investigation prior to any interview.

Every employee who becomes the subject of an internal investigation shall be advised in writing at the time of the interview that they are suspected of:

(a) Committing a criminal offense; or

(b) Misconduct that would be grounds for termination, suspension, or other disciplinary action; or

(c) Not being qualified or being unfit for continued employment with the Sheriff's Office.

3.4.3 Forty-eight (48) hours before any disciplinary interview commences, the employee shall be informed, in writing, of the nature of the

investigation, and whether the employee is considered a witness or suspect at that state of the investigation, provided, however, the forty-eight (48) hour period shall not apply and the employee shall immediately fully cooperate regarding any investigation relating to a potential crime involving someone other than the interviewee inclusive of providing all information which could lead to securing evidence, suspects and/or witnesses. All information includes, but is not limited to, facts, understandings, names, dates, times, places, events, etc.

3.5 Interview Process. The interview of any employee during the course of an investigation that could lead to disciplinary action should follow the subsections below consistent with provisions of the labor agreement. These procedures shall not apply to any routine, office or field contact with an employee for the purpose of counseling, instruction, or informal verbal admonishment.

3.5.1 The interview of an employee shall be at a reasonable hour, preferably when the employee is on duty or during the normal waking hours for the employee, unless the seriousness of the investigation requires otherwise.

3.5.2 Investigations shall be concluded within a reasonable period of time taking into consideration the gravity and complexity of the issue being investigated. Within a reasonable period after the conclusion of the investigation and no later than forty-eight (48) hours prior to a predisciplinary (*Loudermill*) meeting, the employee shall be advised of the results of the investigation and the Employer's preliminary recommended disposition (which may be a range of possible dispositions) based on the information available at that time and shall provide a copy of the information the Employer is relying on.

3.5.3 The employee being investigated shall not be subject to verbal abuse. No promises or reward shall be made to the said employee as an inducement to answer questions. However, the Employer may offer the employee an opportunity to resign either before or after the *Loudermill* meeting and the employee may resign after consultation with his/her representative.

3.5.4 At the request of either the interviewer or the Guild member, the interview will be recorded and a copy provided to each party.

- 3.5.5 The employee will be required to answer all questions involving conduct, fitness and/or job performance matters under investigation and will be afforded all rights and privileges to which he/she is entitled under the laws of the State of Washington or United States. Prior to any questioning, the employee will be notified in writing and acknowledge receipt of the following:

“You are about to be questioned as part of an internal investigation being conducted by the Sheriff’s Office. You are hereby ordered to answer the questions which are put to you which relate to your conduct, your fitness, and/or job performance and to fully cooperate with this investigation. Your failure to fully cooperate with this investigation can be the subject of disciplinary action in and of itself, including dismissal. The statements you make or evidence gained as a result of this required full cooperation may be used for administrative disciplinary purposes but will not be used or introduced into evidence in a criminal proceeding.”

- 3.5.6 Forty-eight (48) hours prior to all disciplinary investigative interviews, the employee shall be afforded an opportunity to contact and consult with his or her Guild representative before being interviewed, and to be represented by the Guild representative to the extent permitted by law; provided, however, the unavailability of a Guild representative shall not delay the interview process except by mutual agreement of the Employer and the Guild. The employee is not entitled to any prior notice nor any prior representation where the purpose of an immediate interview is to preserve evidence, apprehend suspects, secure witnesses and any other information necessary to proceed expeditiously towards the solution of a potential crime involving someone other than the interviewee. The employee shall be entitled to such reasonable intermissions as the employee shall request for personal necessities, meals, telephone calls, consultation with his or her representative, and rest periods.
- 3.5.7 All interviews shall be limited in scope to activities, circumstances, events, conduct or actions which pertain to the incident which is the subject of the investigation. Nothing in this section shall prohibit the Employer from questioning the employee about information which is

developed during the course of the interview and/or information developed during the continuing investigation provided that the employee receives proper notice of any new allegations.

3.5.8 No employee shall be requested or required to submit to a polygraph test or to answer questions for which the employee might otherwise properly invoke the protection of constitutional amendment against self-incrimination except as otherwise provided in Sections 3.4.3, 3.5.5 and 3.5.6. Nor shall this employee be dismissed for, or shall any other penalty be imposed upon the employee solely for a failure to submit to a polygraph test or to answer questions for which the employee might otherwise invoke the protection of any constitutional amendment against self-incrimination except as otherwise provided in Sections 3.4.3, 3.5.5 and 3.5.6. These provisions shall not apply to either the initial application for employment or to persons in the field of public law enforcement who are seeking promotion.

3.6 Medical or Psychological Examinations.

3.6.1 The Employer retains the right to require employees to submit to medical or psychological examinations when the employer has reason to believe an employee is unfit for duty. The Employer retains the right to select the medical or psychological provider (examining professional). Any relevant medical history of the employee which the examining professional conducting a psychological evaluation request shall be released by the employee only to the examining professional.

3.6.2 If the employee believes that the conclusions of the examining professional are in error, he/she may obtain an additional examination at his/her own expense and the Employer will provide the examining professional with documents which were utilized by the Employer's examining professional. In the event the employee or Guild seeks to challenge the conclusion then the Guild and the employee shall waive privileges to allow the Employer access to the details of the Employer's examiner's report and the employee's examiner's report.

3.6.3 The Employer will undertake to have the Employer's examining professional make him/herself available to answer appropriate questions at the expense of the employee by the employee-selected examining professional who conducts a second examination. Said

second examination shall be conducted within a reasonable period of time.

- 3.6.4 Should an employee grieve a disciplinary or discharge action taken as a result of an examination, such grievance must comply with the labor agreement provisions. If there is compliance, the Employer shall allow release of the examination and supporting documents upon which it relies for the action, and all other prior examinations of the employee. The Guild and the employee shall allow release of any and all examinations and/or supporting documents relating to the employee's medical and/or psychological condition and all prior examinations of the employee to the Employer.

4. PERSONNEL RECORDS

- 4.1 A "personnel file" shall be defined as any file pertaining to the bargaining unit member's employment status, work history, training, disciplinary records, or other personnel related matters pertaining to the bargaining unit member. It is further understood that a personnel file does not include material relating to medical records, pre-appointment interview forms, Internal Affairs files, or applicant background investigation documents such as, but not limited to, psychological evaluations and polygraph results.
- 4.2 The Employer will promptly notify an employee upon receipt of a public disclosure request for information in the employee's personnel file. The Employer will also provide notice to the employee and the Guild before releasing any requested documents but said notice shall not interfere with the Employer's ability to comply with legal requirements. The Employer will allow the employee and the Guild the opportunity to legally object to unwarranted disclosures but said notice shall not interfere with the Employer's ability to comply with the legal requirements.
- 4.3 Each employee's personnel files shall be open for review by the employee, provided that employees shall not have the right to review psychological evaluations or supervisor's notes prepared for the purpose of preparing employee's evaluations unless the Employer relied on such notes.
- 4.4 Written reprimands may be removed from an employee's file in accordance with the labor agreement. Suspensions without pay and discharges shall remain in the personnel file in accordance with the labor agreement.

5. VALIDITY OF DOCUMENT

Should any section, subsection, paragraph, sentence, clause or phrase in this Appendix be declared unconstitutional or invalid, for any reason, such decision shall not affect the validity of the remaining portions of this Appendix.