

AGREEMENT

BY & BETWEEN

DOUGLAS COUNTY SHERIFF'S DEPARTMENT

AND

DOUGLAS COUNTY DEPUTY SHERIFF'S GUILD

JANUARY 1, 2021

TO

DECEMBER 31, 2023

UNIFORMED PERSONNEL

Table of Contents

WORKING AGREEMENT1

ARTICLE 1 - RECOGNITION.....1

ARTICLE 2 - PURPOSE1

ARTICLE 3 – DEFINITIONS.....1

ARTICLE 4 - MANAGEMENT RIGHTS1

ARTICLE 5 - WORK RULES.....3

ARTICLE 6 - GUILD/MANAGEMENT RELATIONS3

ARTICLE 7 - GUILD MEMBERSHIP4

ARTICLE 8 - NO STRIKE NO LOCKOUT5

ARTICLE 9 - DISCIPLINE6

ARTICLE 10 - GRIEVANCE PROCEDURE.....10

ARTICLE 11 - SENIORITY12

ARTICLE 12 - HOURS OF WORK/OVERTIME.....13

ARTICLE 13 - DISCRIMINATION.....15

ARTICLE 14 - GUILD ACTIVITIES.....16

ARTICLE 15 - EQUIPMENT & UNIFORMS.....17

ARTICLE 16 - TRAVEL.....17

ARTICLE 17 - HOLIDAYS17

ARTICLE 18 - ANNUAL LEAVE19

ARTICLE 19 - SICK LEAVE.....21

ARTICLE 20 – PAID FAMILY AND MEDICAL LEAVE22

ARTICLE 21 – BEREAVEMENT LEAVE.....23

ARTICLE 22 - JURY DUTY LEAVE.....23

ARTICLE 23 - PARENTAL LEAVE23

ARTICLE 24 - MILITARY SERVICE.....23

ARTICLE 25 - APPLICATION FOR LEAVE24

ARTICLE 26 - CALL OUT AND COURT TIME24

ARTICLE 27 - CLASSIFICATION WAGES25

ARTICLE 28 - MEDICAL.....25
ARTICLE 29 – LONG TERM DISABILITY INSURANCE26
ARTICLE 30 - SUBSTANCE ABUSE POLICY27
ARTICLE 31 - ENTIRE AGREEMENT27
ARTICLE 32 - SAVINGS CLAUSE.....27
ARTICLE 33 - TERMINATION27
SIGNATURE PAGE.....28

Appendix A - Classification Requirements

Appendix B - Classification, Wages, Longevity, Language, and Educational Incentive

Appendix C - Standard Uniform Issue

Appendix D - Bill of Rights, Code of Professionalism

Appendix E - Substance Abuse Policy

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.

ARTICLE 1 - RECOGNITION

1.01 The County recognizes the Guild as the exclusive bargaining agent for full-time uniformed Deputy Sheriffs, Corporals, and Sergeants 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's Office employees, and all other (non-uniformed) employees who are represented by the Guild.

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 of the Employer. The Employer has the right to exercise such rights without having to bargain about the decision 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 Deputy Sheriffs.
 - 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. Disciplinary demotions and transfers shall be subject to the just cause provisions of this Agreement. Operational demotions and transfers shall not be subject to the just cause provisions.
 - 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 layoff 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.
 - 4.01.15 Reserve officers/deputies may be utilized in the case of emergencies or whenever a reasonable effort to fill the need with regular deputies has been attempted.
- 4.02 It is expressly agreed by the parties that in cases of emergency, safety, and/or unavailability of applicable bargaining unit employees, 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 days' 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. The provisions above relate to inherent management rights or past practices not substantially affecting the working conditions of the Guild and the employees. Nothing herein constitutes a waiver of the Guild's right to negotiate about substantial changes to wages, hours or working conditions of the bargaining unit.

ARTICLE 5 - WORK RULES

- 5.01 The Sheriff's Office Standard Operating Procedure Manual (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 in an outlying area, 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. The parties agree the authorized representatives will have authority to enter tentative agreements, subject to ratification by the Employer and bargaining unit.

ARTICLE 7 - GUILD MEMBERSHIP

- 7.01 Joining the Guild: No employee is required, as a condition of employment, to join the Guild and to pay Guild dues. The employer will provide the exclusive bargaining representative reasonable access to new employees of the bargaining unit for the purposes of presenting information about their exclusive bargaining representative to the new employee. The presentation may occur during a new employee orientation provided by the employer, or at another time mutually agreed to by the employer and the exclusive bargaining representative. No employee may be mandated to attend the meetings or presentations by the exclusive bargaining representative. "Reasonable access" for the purposes of this section means: The access to the new employee occurs within ninety days of the employee's start date within the bargaining unit. The access is for no less than thirty minutes.
- 7.02 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.
- 7.03 Signed Dues Deduction Authorization: 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.

The employee's authorization remains in effect until expressly revoked by the employee in accordance with the terms and conditions of the authorization. An employee's request to revoke authorization for payroll deductions must be in writing and submitted by the employee to the exclusive bargaining representative in accordance with the terms and conditions of the authorization. After the employer receives confirmation from the exclusive bargaining representative that the employee has revoked authorization for deductions, the employer shall end the deduction no later than the second payroll after receipt of the confirmation.

- 7.04 Amounts Deducted: The amounts to be deducted shall be certified to the Employer by 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.
- 7.05 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.
- 7.06 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 no less than thirty minutes to provide each new employee a basic overview of the employees' rights and responsibilities regarding Guild membership and dues authorizations.
- 7.07 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, slow downs, 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 provided the contract provisions in section 7.01 above are being adhered to by the Guild and the employees.
- 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.

ARTICLE 9 - DISCIPLINE

- 9.01 The Sheriff or his 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;

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.

- 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 designee, under normal circumstances not under conditions reflected in Section 9.04 above, determines that an employee may be suspended without pay or demoted 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 fifteen (15) working days from the conclusion of management's investigation unless it is a complicated investigation or further investigation is necessary based on information obtained from the pre-disciplinary action meeting. This notice time frame is dependent on the seriousness of the misconduct or complexity of the circumstances and the Employer will provide an estimate of the amount of time needed beyond the fifteen (15) working days to the Guild. 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 employees 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 for a period of no more than three (3) years from the date of the offense. If an employee does not have any other written reprimands within the three (3) year period then the letter of reprimand will be removed from the employee's personnel file. However, if the employee has another written reprimand within the three (3) year period then both written reprimands shall remain in the personnel file for three (3) years from the date of the last written reprimand. Then the reprimand will be moved into a separate file solely for the purpose of meeting state retention guidelines.
- 9.09 References and written facts involving suspensions without pay, demotions 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 thirty (30) days or less then the employee shall be suspended without pay for that period of time. If the employee has his/her driver's license suspended for more than thirty (30) days then said employee shall be discharged. If an employee's driver's license is revoked then the employee shall be immediately discharged. An employee who acquires an occupational permit shall be allowed continued employment.
- 9.12 The provisions of this Article shall not apply to newly hired employees serving the probationary period. The probationary period shall be at least twelve (12) months but may be up to eighteen (18) months depending on when the employee is admitted into the Basic Law Enforcement Academy and successfully completes the requirements. 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 the Deputy Manual.
- 10.03 Any employee who believes that he/she has a grievance arising out of the specific terms of this Agreement may, through a representative, 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 a representative 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 Step 2A of the grievance procedure is invoked whichever is last.
- 10.06 The grievance procedure shall be as follows:
- Step 1: The grievance shall be presented in written letter 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 via letter 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) Final and Binding Arbitration: If the grievance has not been resolved at Step 1, either party to this Agreement may refer unsettled grievances to final and binding 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. 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 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 hereto shall pay the fees and expenses of their own attorney, representatives, witnesses and other costs associated with the presentation of their case. The cost and expense of the arbitrator shall be borne equally by the parties.

(iii) The Arbitrator's decision shall be final and binding so long as it does not violate the provisions of section (e), subsections (i) and (ii) above.

ARTICLE 11 - SENIORITY

11.01 For entry level deputy sheriffs, the probationary period begins on the date of hire and continues for twelve (12) months after the date of successful completion of Basic Law Enforcement Academy. For all other employees 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. The same procedure will apply if there is a layoff in the sergeant classification.

11.02 An employee's anniversary date shall be the first day on the job.

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 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 Three (3) seniority lists shall prevail: One for the Deputy Sheriff classification, one for Corporal classification, and one for the Sergeant classification. If a Deputy position is selected for layoff/ reduction in force, the least senior deputy would be laid off. If a Corporal position is selected for layoff/reduction in force, the least senior Corporal would be laid off/reduced; provided, however, with regard to reversion rights to the last held civil service classification overall bargaining unit seniority shall prevail. If a Sergeant position is selected for layoff/reduction in force, the least senior sergeant would be laid off/reduced; provided, however, with regard to reversion rights to the last held civil service classification overall bargaining unit seniority shall prevail. A corporal/sergeant reduced in rank retains reversion rights to be re-promoted to the next opening for up to five (5) years.

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. The beginning of the seven day workweek will be based on the annual Sheriff Department shift schedule as revised throughout the year provided that in any instance that the seven day workweek cycle is changed, overtime will be calculated both in reference to the original cycle and the revised cycle and the employee will be paid overtime in accordance with whichever cycle produces the greatest amount of overtime. Time compensated for but not worked will count toward an employee's workday and/or workweek for purposes of computing overtime. 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 worked in excess of an employee's shift or forty (40) hours in an employee's normal seven (7) day workweek 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 and location.
- 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 one calendar year of the time earned, after which time it shall be paid for as overtime. Compensatory time off will be accrued at one and one-half 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 Department.
- 12.07 Should an employee be unavailable for his/her scheduled work shift, he/she shall notify the Employer four (4) hours prior to the beginning of his/her work shift, except where the cause of that absence develops within that 4 hour period, in which case the employee will notify the employer as soon as possible.
- 12.08 Normal work schedules showing the employee's shifts, workdays and hours shall be posted seven (7) days prior to a shift change. No employee shall be regularly scheduled to work more than ten (10) hours per shift, and will be allowed a minimum of eight (8) hours between shifts before being regularly scheduled to report to work. The only two exceptions to the 8 hour minimum between scheduled shifts are as follows;
- A: In the event of emergencies.
 - B: By mutual agreement between the employee and the employer. In the event an employee is scheduled less than eight (8) hours between

shifts, they will be compensated at the current overtime rate for only the hours worked less than eight (8) hours between shifts.

- 12.09 Lunch and breaks shall be as past practice.
- 12.10 During lunch and coffee breaks, the employee shall be available in case of emergency. This shall apply to all shifts.
- 12.11 Required training time, when not during regular working hours, shall be paid at the applicable hourly rate.
- 12.12 Any employee required to standby, to be ready and able to respond to an event, will receive one (1) hour of compensation at the rate of one and one half (1.5) of their current pay, for every four (4) hours on "standby". Each employee is guaranteed a minimum of one hour of compensation at the rate of one and one half (1.5), of their current pay, for each 4 hour block of Standby time.

For example, any standby time between one minute (0:01) and four hours (4:00) will be compensated one (1) hour at the rate of one and one half (1.5), of their current pay. Any standby time between four hours and one minute (4:01) and eight hours (8), the employee will be compensated an additional hour at the rate of one and one half (1.5), of their current pay. This pattern will continue until the standby time is cancelled or the employee is deployed, as a result, of the standby order.

- 12.13 Employees who are assigned to the investigation unit are required to be "on-call" on a rotation schedule. These employees will be compensated five (5) hours each month at the rate of one and one half (1.5) their current pay. On-call means, the employee is ready and able to respond to any calls as necessary. This does not apply to an investigative members assigned to a task force position.
- 12.14 If an employee is assigned to the task force position, it is understood that their work may require flexibility in scheduling. This is to be mutually agreed upon between the employer and the employee.

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 be no discrimination, interference, restraint or coercion by the Employer or his 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 obscene, or defamatory materials on the bulletin board shall not be permitted.

ARTICLE 15 - EQUIPMENT & UNIFORMS

- 15.01 The Employer will continue to furnish such equipment and uniform allowance as has been past practice of the Employer. Refer to Appendix "C" for explanation of Employer's past practice.
- 15.02 The Employer will repair or replace required personal property not to exceed the replacement value of such property that is damaged or destroyed in the line of duty.
- 15.03 Should payment for damaged or destroyed property be secured by the Court, such sums shall be returned to the County.

ARTICLE 16 - TRAVEL

- 16.01 Lodging: The County will pay for reasonable and customary expenses for lodging. Lodging expenses will be based on the location of conferences, seminars, training sites, or other extenuating circumstances. The employee should always request a government rate when practical. An itemized receipt is required for all lodging.
- 16.02 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 \$55.00. Travel in less than full day duration is paid as follows: one meal shall be \$25.00, two meals shall be \$40.00, and three meals shall be \$55.00. 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 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.
- 16.03 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 the authorized rate if a private vehicle is used in lieu of an available County vehicle.

ARTICLE 17 - HOLIDAYS

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

New Year's Day
Martin Luther King's
 Birthday
President's Day
Fourth of July

Labor Day
Veteran's Day
Thanksgiving
Day after Thanksgiving
Memorial Day
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. Leave time for these holidays shall be scheduled off by mutual agreement.

If there is any holiday leave balance remaining at the end of the calendar year, it shall be cashed out completely and/or the employee may retain a maximum balance of 24 hours of holiday leave to carry forward.

RCW 1.16.050 governs the floating holiday and requires it to be used during the calendar year it is received or that day will be lost forever.

- 17.02 Temporary or seasonal employees are not eligible for holiday pay. Probationary employees who have completed thirty (30) days of continuous service during the period that encompasses the holiday are entitled to holiday benefits.
- 17.03 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.
- 17.04 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.
- 17.05 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.
- 17.06 Whenever an employee works on any of the above mentioned holidays, he/she shall be allowed one and one-half (1 ½) days off in addition to his/her regular days off with no reduction in pay.

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.

<u>YEARS OF EMPLOYMENT</u>	<u>HOURS EARNED</u>
1st - 2nd	100
3rd - 4th	120
5th - 9th	140
10th - 14th	160
15th - 19th	180
20th - 24th	200
25th & over	220

18.02 Employees shall be eligible to take leave as earned.

18.03 Upon termination or death, all unused annual leave shall be paid to the employee or his/her estate.

18.04 Employees shall be paid wages for their annual leave used at their rate of pay in effect at the time the leave is used.

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 Annual leave time accumulated beyond the three hundred twenty (320) hour limit because the employee was unable to take annual leave time off due to the Employer's required work scheduling, shall be paid for each December 31st.

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 pay.

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.

- 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 served 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 one workweek twice each calendar year which must have been earned. Employees must take a minimum of two (2) workweeks each calendar year, if earned. The Sheriff has the right to mandate vacation time off (the timing for taking the mandated vacation will be by mutual agreement when possible; however, the Sheriff's decision is final if the employee and the sheriff cannot mutually agree on an acceptable timing for taking the mandated vacation) to prevent employees from exceeding the three hundred twenty (320) hour threshold. Mandated vacation must be taken within sixty (60) days of being notified in writing of the requirement.
- 18.12 Each year employees may sell back to the County up to forty (40) hours of annual leave if their annual leave balance exceeds 240 hours.
- 18.13 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.
- 18.14 Upon retirement or separation from the County all accrued excess annual leave shall be paid to the employee on the last check.
- 18.15 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.
- 18.16 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.
- 18.17 The minimum amount of annual leave time which may be taken is half (1/2) hour.

ARTICLE 19 - SICK LEAVE

19.01 Leave with full pay because of illness or injury may be allowed to all employees for any of the following reasons:

- (a) An absence resulting from an 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 an 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; and
- (c) When the employee's place of business has been closed by order of a public official for any health-related reason, or when an employee's child's school or place of care has been closed for such a reason.
- (d) An employee is authorized to use paid sick leave for absences that qualify for leave under the domestic violence leave act, chapter 49.76 RCW.

For purposes of determining the employee's eligibility to use paid sick leave under subsection (1)(d) of this section.

- (1) For purposes of this section, "family member" means any of the following:
 - (a) 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;
 - (b) 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;
 - (c) A spouse;
 - (d) A registered domestic partner;
 - (e) A grandparent;
 - (f) A grandchild; or
 - (g) A sibling.

19.02 Sick leave shall be cumulative to a total of one hundred twenty (120) working days at the rate of one (1) day of leave for each completed month of service and can be taken as needed. A work day equals ten (10) hours for a total accumulation of nine hundred sixty (960) hours maximum after which sick leave is lost.

19.03 Employees shall be eligible to take sick leave as earned.

- 19.04 Sick leave is charged in units of half (1/2) hour.
- 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 For absences exceeding three days, an employer may require verification that an employee's use of paid sick leave is for an authorized purpose. If an employer requires verification, verification must be provided to the employer within a reasonable time period during or after the leave. An employer's requirements for verification may not result in an unreasonable burden or expense on the employee and may not exceed privacy or verification requirements otherwise established by law. However, if Article 19 subsection 19.09 is cited by the Sheriff as the reason for the required doctor's verification of injury or illness, then 19.08 shall not apply.
- 19.09 If the Sheriff or his/her designee suspect sick leave abuse, immediate verification of the illness or accident may be requested and must be provided by the employee subject to the requirements of Section 19.08.
- 19.10 Upon retirement or termination, and after 60 months of employment, except for termination for disciplinary reasons, employees shall be permitted to cash out up to a maximum of two hundred forty (240) hours of sick leave accrual.

ARTICLE 20 – PAID FAMILY AND MEDICAL LEAVE

- 20.01 Eligible employees are covered by Washington's Family and Medical Leave Program, RCW 50A.04. Eligible for leave and benefits, which begins January 1, 2020, is established by Washington law and is therefore independent of this Agreement. Effective January 1, 2019 premiums for benefits are established by law and for the period ending December 31, 2020, will total four-tenths of one percent (0.4%) of employees' wages (unless otherwise limited by action of the State). Employees will pay through payroll deduction the full cost of the premiums associated with the medical leave benefits, as determined under RCW 50A.04.115. Employer will pay the remaining premium amounts.

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

ARTICLE 21 – BEREAVEMENT LEAVE

21.01 Upon notification, a Department Head shall grant an employee bereavement leave with pay in the event of death in the immediate family of the employee. The number of working days 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-laws, children, siblings, grandparents and employee pregnancy related losses. Leave granted for death of other relatives is subject to approval by the Department Head.

ARTICLE 22 - JURY DUTY LEAVE

22.01 Employees who are called for jury duty may be allowed reasonable time to permit them to serve as a member of a jury. Pay for jury duty shall be the employee's regular straight-time salary. 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 provided that no employee shall be required to work beyond 8:00 p.m. if they are scheduled for jury duty the following day. The employee shall furnish the Employer with satisfactory evidence of the actual time spent on such duty and the compensation received therefor.

ARTICLE 23 - PARENTAL LEAVE

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

ARTICLE 24 - MILITARY SERVICE

24.01 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 25 - APPLICATION FOR LEAVE

- 25.01 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.
- 25.02 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 26 - CALL OUT AND COURT TIME

- 26.01 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.
- 26.02 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.
- 26.03 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. This

shall include but not be limited to shooting qualifications, officer meetings and local schooling.

ARTICLE 27 - CLASSIFICATION WAGES

27.01 Employees shall be compensated in accordance with the wage schedule attached to this Agreement and marked Appendix B. The attached wage schedule shall be considered a part of this Agreement.

27.02 The salaries and wages of employees shall be paid monthly.

27.03 Compensation shall be as follows:

(1) Effective January 1, 2021 through December 31, 2021 wage schedule will be increased by three percent (3.0%). The January 1, 2021, wage schedule is in Appendix B.

*Corporal range should be 7.5% differential from Deputy 1A

*Sergeants range should be 15% differential from Deputy 1A

(2) January 1, 2022 through December 31, 2022 and January 1, 2023 through December 31, 2023 open for wages and benefits only.

(3) Longevity is reflected in Appendix B attached hereto.

27.04 All employees shall be paid by way of electronic 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 28 - MEDICAL

28.01 New employees will be eligible for medical insurance coverage in the next payroll period after completion of eighty (80) hours of service.

28.02 Employees who are covered by this may have a choice of medical service plans offered by the County. If any of the medical service plans is taken, life insurance coverage on the employee becomes mandatory. The Employer will pay the premium for employee only for the medical, dental and vision

insurance plans and will pay eighty-five percent (85%) of the premium for the dependent medical, dental and vision insurance plans. The employee's share of the premiums for medical, dental and vision insurance will be paid by payroll deduction.

- 28.03 If there is a need to further modify coverages, as determined by the Employer, the Employer will provide as much notice as practicable to the Guild, and allow the Guild the opportunity to bargain regarding the effects of changes. Should the Guild and Employer be unable to bargain a satisfactory resolution of any issues raised regarding modification of coverages, premium structures, or benefit levels, within thirty (30) days after the notice to the Guild, the Employer shall have the right to modify premium structures, benefit levels and coverages; provided, however, the Employer agrees to continue negotiations about the effects of such changes and maintain existing health and welfare coverage or coverage which is substantially similar.
- 28.04 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. Such disputes shall be presented to the insurance company and no such suit shall be initiated against the County and the Guild and/or Employee agree to hold the Employer harmless from such claims.
- 28.05 The County will contribute one hundred twenty-five dollars (\$125.00) per month for each eligible employee covered by this agreement towards the HRA VEBA Medical Savings Account.

ARTICLE 29 – LONG TERM DISABILITY INSURANCE

- 29.01 The Employer provided uninsured/underinsured motorist coverage for the Guild members; the Employer agrees to make a payroll deduction available for Guild members to purchase the enhanced plan group disability insurance through the Life Insurance Company of North America in conjunction with WACOPS. All Guild members shall be required to purchase this insurance as a condition of employment. The Employer shall contribute up to a maximum of \$65.38 per month toward this group disability insurance coverage for the term of this agreement (December 31, 2020). The Guild members understand and agree that the Employer will no longer provide uninsured/underinsured motorist coverage for Guild members.
- 29.02 The Employer will provide indemnification to all guild members pursuant to

Douglas County Code Chapter 2.90 Indemnifications of County Officers, Employees and Volunteers.

ARTICLE 30 - SUBSTANCE ABUSE POLICY

30.01 The Substance Abuse Policy is attached hereto as Appendix E.

ARTICLE 31 - ENTIRE AGREEMENT

31.01 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 32 - SAVINGS CLAUSE

32.01 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 33 - TERMINATION

33.01 This Agreement shall be effective as of the 1st day of January 2018, except where otherwise indicated, and shall continue through December 31, 2020.

IN WITNESS WHEREOF, the parties hereto have set their hands this 17th day of Dec., 2020.

FOR THE GUILD

By: [Signature]
Thomas Williams, President

By: _____
Jim Cline, Attorney

DOUGLAS COUNTY COMMISSIONERS

By: [Signature]
Dan Sutton, Chair

By: [Signature]
Marc Straub, Vice Chair

By: [Signature]
Kyle Steinburg, Member



ATTEST FOR COUNTY COMMISSIONERS

By: [Signature]
Tiana Rowland
Deputy Clerk of the Board

DOUGLAS COUNTY ADMINISTRATOR

By: [Signature]
James R. Barker, Administrator

DOUGLAS COUNTY SHERIFF

By: [Signature]
Kevin Morris, Sheriff

MANAGEMENT LABOR ATTORNEY

By: [Signature]
Anthony F. Menke
by JRB

APPENDIX A

CLASSIFICATION REQUIREMENTS

Road Deputy (Trainee)	High school degree, or equivalent thereof and pass Civil Service examination.
Deputy III	After one (1) year service
Deputy II	Completion of three (3) years with Department and successful completion of Washington State Law Enforcement Commission's basic training school, if available.
Deputy I	Completion of four (4) years with Department and appropriate State training schools as provided by the Employer.
Deputy IA	Completion of five (5) years with Department and appropriate State training schools as provided by the Employer.
Corporal	Completion of three (3) years with the Department and passing Civil Service examination for Corporal Appointment by Sheriff.
Sergeant	One (1) year as Deputy IA Class and passing Civil Service examination for Sergeant Appointment by Sheriff.

Qualification Equivalents: For salaries the following will be considered as equivalent to service in Douglas County Sheriff's Department:

- a. A college degree equivalent to two (2) years service.
- b. Completion of three (3) years college in courses leading to a degree equivalent to one and one-half (1-1/2) years service.
- c. Completion of two (2) years college in courses leading to a degree equivalent to one (1) year of service.
- d. Satisfactory service with another Sheriff's Department, with other law enforcement agencies, or other related experience may at the discretion of the Sheriff be substituted for Douglas County Sheriff's Department service on the basis that two (2) years such service is equivalent to one (1) years service with Douglas County.

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 B

CLASSIFICATION & WAGES PER MONTH

3.0% GWI (General Wage Increase) for Uniformed Employees
Effective January 1, 2021 through December 31, 2021

GRADE	
Deputy Trainee	\$5,746.03
Deputy 3	\$5,830.41
Deputy 2	\$6,065.87
Deputy 1	\$6,318.14
Deputy 1A	\$6,443.32
Corporal	\$6,926.57
Sergeant	\$7,409.84

CLASSIFICATION & WAGES PER MONTH

January 1, 2022 through December 31, 2022 and January 1, 2023 through December 31, 2023 opener for wages and benefits only.

**Sergeants range should be 15% differential from Deputy 1A

Specialty Premium Categories

K9	\$75.00 per month
Trainer/Instructor: (FTO, EVOC, DT, RANGE/ARMORER, PTI, TASER, other instructor classification as deemed by the Sheriff)	\$75.00 per month
Investigator	\$125.00 per month
Tactical Team	\$75.00 per month

Note: If a deputy is selected for more than two (2) specialties, only the two highest paid categories will be paid for.

Language

Employees who have passed the civil services testing for language will received an additional 2% per month from base pay.

Shift Differential

Employees who are regularly scheduled on “night shift” will receive additional compensation at a rate of \$120.00 per month. “Night Shift” is clearly identified through current practice.

Longevity Plan

For all Uniformed Employees
Effective January 1, 2015

6-9 Years (after 72 months)	1.5% additional per month
10-14 Years (after 120 months)	2.5% additional per month
15 + Years (after 180 months)	3.5% additional per month
20-24 years (after 240 months)	4.5% additional per month
25+ years (after 300 months)	5.5% additional per month
30 Years (after 360 months)	6.5% additional per month

Longevity increases are not cumulative.

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

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
Masters degree	Six percent (6%) of base rate

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

- a. \$50.00 per hour credit per college quarter, based on a four (4) quarter system. If however the college is based on a semester system the county will pay \$66.50 per credit hour.
- b. \$100.00 per college quarter for books and fees or \$150.00 semester.

Deferred Compensation

The County will contribute monthly one (1%) percent into a County approved Deferred Compensation Plan on a non-matching basis.

APPENDIX C
STANDARD UNIFORM ISSUE FOR DOUGLAS COUNTY SHERIFF'S
DEPARTMENT

The County shall provide uniforms and equipment for employees who are required by the Department to wear or utilize them in the course of duty, in accordance with the following list.

PATROL DEPUTY

- * 2 short sleeve Class B shirts
- * 2 long sleeve Class B shirts
- * * 2 Class B uniform pants
- * 1 uniform neckties
- * 1 Class A shirt
- * 1 Class A pant
- * 1 tie pin
- * 1 uniform name tag
- * 1 set "DCS" collar brass
- * 2 uniform badges
- * 1 jacket/coat with liner
- 1 jump suit
- 1 baseball type cap
- 1 stocking cap
- 1 straw campaign style hat with clear rain cover
- 1 bullet proof vest w/ covers 1 LBV (Load Bearing Vest)
 - * 1 Handcuff case
 - * 1 Mag pouch
 - * 1 Radio pouch
 - * 1 Utility pouch
 - * 1 Taser holster
- 1 riot helmet
- 1 shotgun
- 1 rifle
- duty weapon
- 1 duty holster
- 1 duty belt
- 4 belt keepers
- 2 pairs handcuffs
- 1 leather handcuff case (double if preferred)
- 1 chemical spray with case
- 1 flashlight ring
- 1 ammunition/magazine pouch

patches, service stripes, marksmanship pins, etc. as appropriate

SUPERVISORS

In addition to the above items, supervisors receive:

- 1 wallet badge with wallet
- Rank insignia as appropriate

DETECTIVES

In addition to the above items, detectives receive:

- 1 wallet badge with wallet
- 1 plain clothes duty holster
- 1 plain clothes handcuff case
- 1 plain clothes ammunition/magazine pouch

Detectives will continue to receive in addition to the above listed items, annual plain clothes allowance of six hundred dollars (\$600.00).

DEPUTIES - ALLOWANCE FOR FOOTWEAR

Up to Three Hundred Dollars (\$300.00) may be granted for approved footwear for each two (2) year period upon presentation of an acceptable receipt of purchase. The Sheriff or his/her designate shall determine replacement, style and color.

Department will maintain uniforms at these levels based on demonstrated need i.e. article must be turned in, that is to be replaced.

All uniforms and equipment furnished by the department (including leather) will be of the style, color and type determined exclusively by the Sheriff. The only exception will be for certain medical considerations certified by physician.

Employees may choose to use personally owned equipment in the line of duty. If personally owned equipment similar to the Department issued equipment is damaged or lost, then the Department will pay the cost of repair or replacement of that equipment to the Employee up to the value of that equipment issued by the Department. If it is an item not required by the Department then the Department will have no replacement responsibility. Items such as watches and prescription eyewear are negotiable with the Sheriff based on age of the item and if the item is appropriate to have at work. Replacement is strictly on a case by case basis with no precedent based on prior Employer decisions. The Employer makes the final the decision.

The furnishing of leather will be restricted to new hires. Once departmental leather is

issued there will be no substitutes.

New hires will be furnished a service weapon of brand, style, caliber, finish and barrel length as specified by the Sheriff.

All department equipment lost or destroyed in the line of duty where it has been determined that the individual deputy was not negligent will be replaced by the department as soon as practical.

Cleaning of officer's uniforms will continue to be provided by the department as needed.

All additional equipment needed as directed by the department to carry out his or her duties will be provided by this department.

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 shall 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 neither disclose nor use for his/her personal interest any confidential information acquired by him/her in the course of his/her official duties. Employee(s) shall treat as confidential matters related to him/her in official confidence regarding investigation, internal affairs and sensitive personnel information.

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 being interviewed 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 prior to being interviewed as well as prior to the Loudermill meeting referenced below in Section 3.5.2. The employee under investigation shall be informed of the nature of the investigation prior to his 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 Department.

- 3.4.3 Forty-eight (48) hours before any disciplinary interview of the employee 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 fifteen (15) working day 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. If either party objects to tape recording the interview, a court stenographer will be used and the expenses for stenography and transcription of two copies will be divided evenly between the Employer and the Employee. At the time the notice of interview is given, each party will elect their preference of recording.

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 is entitled under the laws of the State of Washington or the 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 Department. 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 any disciplinary interview of the employee, 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.
- 3.5.9 When an employee, whether on or off duty, uses deadly force which results in the injury or death of a person, or discharges a firearm in which no injury occurs, the employee shall not be required to make a written or recorded statement for twenty-four (24) hours after the incident except that immediately following the incident the employee shall verbally report to a superior a brief summary of the incident and any information necessary to secure evidence, identify witnesses, or apprehend suspects.

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 requests 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 shall be removed from an employee's file within three (3) years unless there are additional similar reprimands during that time period. In that case the three year extends from the date of the last similar reprimand. Suspensions without pay and discharges shall remain in the personnel file in accordance with the labor agreement. Then the reprimand will be moved into a separate file solely for the purpose of meeting state retention guidelines.

5. USE OF FORCE

- 5.1 Use of force situations shall be addressed in accordance with the Department's Manual of Standards and Procedures. In addition to the provisions of the manual, any time a major incident occurs involving a use of force as defined in the department's policy and procedures manual, the following will apply:
- 5.2 Upon arrival at a scene where use of force has taken place, representatives of the Department shall only request from the officer that information needed to secure the scene, secure the evidence and follow up and apprehend any perpetrators of the crime who may be at large. The Department will not question the officer(s) regarding any information regarding the incident except as provided above and will immediately inform the officer involved in the incident that they have the right to be allowed immediate access to any of the following:
 - a. Their spouse;

- b. The Guild's attorney and the attorney's agents;
- c. The officer's personal attorney;
- d. Psychologists, psychotherapists, or ministers depending on the officer's choice;
- e. Peer support counselor

The Department will encourage the officer to have access to any of the above listed persons and to do so telephonically at once if the officer so requests. Any discussions about the incident that the officer has with the above mentioned personnel shall be confidential. The Department and Guild shall mutually agree on designated peer support counselors provided such selection shall not delay the necessary request from the officer of that information needed to secure the scene, secure the evidence and follow up and apprehend any perpetrators of the crime who may be at large. The Employer will provide what is required based on the legislation governing peer support.

6. 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.

APPENDIX E
SUBSTANCE ABUSE POLICY AND PROCEDURES

Table of Contents

A. PURPOSE	E/2
B. POLICY	E/2
C. APPLICABILITY	E/2
D. DEFINITIONS	E/2
E. EDUCATION	E/4
F. EMPLOYEE RIGHTS AND RESPONSIBILITIES	E/5
G. DETECTION	E/6
H. TESTING PROCEDURES	E/7
I. REPORTING OF RESULTS	E/10
J. REHABILITATION AND RETURN TO DUTY	E/11
K. RANGE OF CONSEQUENCES	E/13
L. OTHER	E/15
SUPERVISOR'S GUIDELINES	E/16
CONSENT/RELEASE FORM	E/18
REPORT FORM	E/19
INTERVIEW FORM	E/20
ATTACHMENT 1	E/21

**DOUGLAS COUNTY SHERIFF'S DEPARTMENT
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 Sergeant.

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 dissemination is regulated by law, including, but not limited to narcotics, depressants, stimulants, hallucinogens, cannabis, and alcohol. 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. Some of the drugs and/or their metabolites that are included, but not limited to, in these categories are as follows:

- Amphetamines
- Methamphetamines
- Barbiturates
- Benzodiazepines
- Cannabinoids
- Cocaine metabolites
- Methadone
- Methaqualone
- Opium or Opiates (Codeine)
- Opium or Opiates (Morphine)
- Phencyclidine (PCP)
- Propoxyphene

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 Department's 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 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 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 Department 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 Department 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, and the County Administrator or his/her 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 Department 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 Department 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, brief case, 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 Department is going to conduct a search, the Department shall first inform the employee that:
 - (1) The Department 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 Department 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 department 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 Department 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
Barbituates	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 condeine)	300 ng/ml
Phencyclidine	25 ng/ml
Amphetamines (Amphetamine and Methamphetamine)	500 ng/ml
Barbituates	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 supercede 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.

*The Sheriff's position is that the cut off level for a positive alcohol test result is .01 or greater based on his belief that law enforcement should be a no tolerance environment and the presence of any alcohol should be prohibited for safety reasons and to set an example within the jurisdiction of this Sheriff. The Guild's position is that the cut off level for a positive alcohol test result should be .02 or greater to allow for limited tolerance. The Sheriff asserts the right to discipline an employee who has a test result of .01 or greater. If the Guild elects to grieve the

discipline in the event the alcohol level is .01 or above but less than .02 and the matter goes to arbitration, the Arbitrator will determine which of the two levels is the minimum necessary to establish a positive test and may consider the Sheriff's position and beliefs, the Guild's position and beliefs, the comparables but he is not bound by the comparables, and other factors the Arbitrator deems relevant.

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 and the County Administrator. 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 and the County Administrator 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 and the County Administrator directly of all negative drug test results.

The laboratory will advise the MRO, the Sheriff or his or her designee, and the County Administrator 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 and the County Administrator 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 are 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 3 times per year during the following 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 and the County Administrator 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 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 tested positive for substance abuse and the MRO has notified the County, the employee will be placed on leave status (vacation, sick, holiday leave bank, compensatory time then ~~or~~ leave without pay). The employee will remain on leave until s/he 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 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 5 years when retention is required by applicable law. Should applicable law require retention of records past 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 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 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 s/he 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 s/he 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 s/he 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 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 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, and Consent/Release Form.

DOUGLAS COUNTY SHERIFF'S DEPARTMENT
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 s/he 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 s/he understands that s/he 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 s/he 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 s/he has been relieved of duty, with pay.
 - ◆ Advise the employee that s/he will be contacted by the MRO to review the results (if positive), and
 - ◆ Advise the employee that s/he 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 and the County Administrator.

DOUGLAS COUNTY SHERIFF'S DEPARTMENT
Substance Abuse Policy
CONSENT/RELEASE FORM

I consent to the collection a urine and/or air 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 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 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 DEPARTMENT

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 and a copy to County Administrator, Copy attached to consent form.

Employee

Name: _____

Speech: _____

Dexterity: _____

—

Standing: _____

Walking: _____

Judgment: _____

-

Decision-making:

Appearance (eyes, clothing, etc.):

Odor:

Other: _____

-

Location where these were observed:

Time of observation:

Witnesses: _____

Supervisor's Signature _____ Date / Time:

DOUGLAS COUNTY SHERIFF'S DEPARTMENT

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 type of illicit drug or alcohol? _____

If yes, what? _____

When did you take it? _____

Where 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 DEPARTMENT

SUBSTANCE ABUSE POLICY

ATTACHMENT 1

Listed below are some behavioral descriptions which may guide the supervisor in determining whether an employee 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