

**Teamsters Local Union No. 760**  
**(Affiliated with the International Brotherhood of Teamsters)**

**and**

**Yakima County Sheriff's Office Management Group**  
**Collective Bargaining Agreement**

**Effective April 1, 2020 through December 31, 2020**

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**AGREEMENT**  
**between**  
**Yakima County, Washington**  
**And**  
**Teamsters Local Union No. 760**  
**Representing the**  
**Yakima County Sheriff's Office Management Group**

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**PREAMBLE**

This Agreement is entered into by the Board of County Commissioners for Yakima County, Washington, hereinafter referred to as the "County" or "Employer", the Yakima County Sheriff, hereinafter referred to as the "Sheriff", and Teamsters Local Union No. 760, hereinafter referred to as the "Union", on behalf of employees of the Sheriff's Office covered by this Agreement.

**RECOGNITION**

The Employer recognizes the Union as the sole bargaining representative for the purposes of negotiating salaries, hours and working conditions for fully commissioned Lieutenants and Chief Deputies. Excluded from this bargaining unit are the Sheriff, Undersheriff, Sergeants, Deputy Sheriffs, and all other employees.

**PRODUCTIVITY**

It is mutually agreed that the Employer and the Union shall work together individually and collectively to improve the efficiency of the Sheriff's Office.

**ARTICLE 1 – UNION MEMBERSHIP AND DUES CHECK OFF**

1.01 Each employee covered by this Agreement shall be eligible to become a member of the Union. Each employee hired on or after the effective date of this Contract shall be eligible to become a member of the Union.

1.02 Upon receipt of this written Check-Off Authorization Form from an employee, the Employer will deduct from the pay of such employee, each pay period, based on the rates, minimums and maximums identified by the union for monthly membership dues. In no event shall any charge be made to an employee which accrued prior to the date of hire or the date of execution of the Check-Off Authorization Card, or the date of execution of this Agreement, whichever is later. The full amount of monies so deducted by the Employer shall be forwarded to the Union monthly by check together with an alphabetized list showing names, Social Security Numbers and the amount of Union dues deducted from each employee.

1.03 The Employer shall make deductions for the current pay period membership dues only and shall not be responsible for the collection of any dues that may be in arrears. Deductions will be

promptly transmitted to the Union by check payable to its order. Upon issuance and transmission of a check to the Union, the Employer's responsibility shall cease with respect to deductions covered thereby. The Union and each employee authorizing the assignment of wages for the payment of Union dues hereby undertakes to indemnify and hold the Employer harmless from all claims, demands, suits, or other forms of liability that may arise against the Employer for or on account of any deduction made from the wages of such employee.

#### 1.04 Right of access - Union Representation

The Employer must 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.

- A. Access to the new employee occurs within ninety days of the employee's start date within the bargaining unit and,
- B. the access is for no less than thirty minutes; and
- C. the access occurs during the new employee's regular work hours at the employee's regular worksite, or at a location mutually agreed to by the employer and the exclusive bargaining representative.
- D. Nothing in this section prohibits the Employer from agreeing to longer or more frequent new employee access, but in no case may an employer agree to less access than required by this section.

### **ARTICLE 2 - EQUAL EMPLOYMENT OPPORTUNITY**

The Employer or the Union shall not discriminate against any individual with respect to terms, conditions or privileges of employment because of race, color, religion, national origin, age, sex, mental, physical or sensory disability, sexual orientation or veteran status except as allowed or provided by law.

### **ARTICLE 3 - MANAGEMENT RIGHTS**

3.1 The Union recognizes the prerogative of the Employer to operate and manage its affairs in all respects in accordance with its responsibilities, lawful powers, and legal authority. All matters not expressly covered by the language of this Agreement or by state law, shall be administered for the duration of this Agreement by the Employer as the Employer from time-to-time may determine. Management prerogatives which are not subject to negotiations are inclusive of, but not limited to, the following matters:

- A. The right to establish lawful work rules and procedures.

- B. The right to schedule work and the methods and processes by which said work is to be performed in a manner most advantageous to the Employer and consistent with the requirements of the public interest.
  - C. The right to appoint, transfer, suspend, discharge, lay off, recall, promote, or discipline employees as deemed necessary by the Employer as provided by this Agreement and/or as provided by the General Rules and Regulations of the Yakima County Civil Service Commission.
  - D. The right to determine the size and composition of the work force and to assign employees to work locations and shifts.
  - E. The right to determine what law enforcement duties shall be performed by various Sheriff personnel.
  - F. The parties understand that incidental duties connected with operations, not enumerated in job descriptions, shall nevertheless be performed by the employee when requested by a superior officer.
  - G. The right to take actions as may be necessary to carry out Employer's services in emergencies.
- 3.2 Nothing in this Agreement shall be interpreted to restrict or limit the responsibilities of the Board of County Commissioners and the Sheriff to carry out services to the public.

#### **ARTICLE 4 - MANUAL OF RULES AND PROCEDURES AND AGREEMENT**

- 4.1 The Sheriff agrees to furnish each employee of the bargaining unit with a copy of written rules, orders, regulations, and procedures and provide them with a copy of this Agreement.
- 4.2 New members of the Union shall be provided with the same at the time of their appointment or promotion.
- 4.3 Employees shall comply with all rules not in conflict with the expressed terms of this Agreement; provided that the rules be in writing and reasonable notice be given of the existence of said rules and that the rules are uniformly applied and enforced.
- 4.4 Changes or updates to rules, regulations or orders shall be provided in writing. Employees shall be required to sign or initial for same to acknowledge receipt. A reasonable time will be given to allow employees to review and absorb major or significant changes.
- 4.5 In the event that the Employer implements any written standard of care or performance for employees, it shall provide training for such standards using currently accepted training standards.

## **ARTICLE 5 - WORK WEEK SHIFTS**

- 5.1 The Sheriff will determine the work week assignments for employees based on the Sheriff's assessment of availability of personnel and service requirements. Subject to the Sheriff's determinations, a work week may consist of five (5) days, four (4) days or a combination thereof with a variation in the number of hours per day. The Sheriff will make a reasonable effort to provide consecutive days off where possible.
- 5.2 Work Period and Overtime: Parties have agreed that employees in this bargaining unit shall be paid on a monthly basis. The County may implement a semi-monthly pay period in lieu of the monthly pay period. Lieutenants, who actually work in excess of forty (40) hours in a work week, shall receive overtime at the rate of time and one half their base hourly rate, either in compensation or by way of compensatory time off. Work performed includes time actually worked, compensatory time used, and vacation time used. Compensatory time shall be granted at such time and in such time blocks as are mutually agreed upon between the employee and Sheriff. Compensatory time accrued shall not exceed a maximum of eighty (80) hours.

The Chief Deputies shall be expected to work up to whatever number of hours are necessary to complete the work criteria established by the Sheriff. The parties have bargained and agreed that the Chief Deputies are exempt from the overtime provisions of the FLSA.

## **ARTICLE 6 - LABOR/MANAGEMENT RELATIONS**

- 6.1 Positive and productive labor/management relations are important to both parties of this agreement. Employees representing the Union shall be granted release time (without loss of pay) for collective bargaining sessions, Labor-Management meetings concerning labor law issues between the parties and for the processing or investigation of grievances.

## **ARTICLE 7 - HOLIDAYS**

- 7.1 The following days shall be observed as legal paid holidays:
- January 1 - New Year's Day; 3rd Monday in January - Martin Luther King Day; 3rd Monday in February - President's Day; last Monday in May - Memorial Day; July 4 - Independence Day; 1st Monday of September - Labor Day; November 11 - Veteran's Day; 4th Thursday in November - Thanksgiving Day; the day following Thanksgiving Day; December 25 - Christmas Day; and two (2) floating holidays per calendar year.
- 7.2 The two (2) floating holidays per calendar year as listed above, may be selected by an employee provided prior approval is received from the Sheriff or his designee.
- A. One (1) floating holiday shall be available for employees working the first six (6) months of a calendar year.

- B. The second floating holiday shall be available for employees working only in the second six (6) months of a calendar year.
  - C. The floating holiday for the first six (6) months may be carried over to the second six (6) months.
  - D. Floating holidays may not be carried into the next calendar year.
- 7.3 Any employee who is on scheduled and approved vacation when a holiday occurs shall not have his vacation accrual charged for that day.
- 7.4 Any employee who is on medically authorized leave when a holiday occurs will receive a day's pay for that holiday and will not have his sick leave accrual charged, provided that an employee absent due to sickness who has exhausted his sick leave shall not receive the holiday pay.

**ARTICLE 8 - ANNUAL LEAVE**

- 8.1 Annual Leave. Annual leave is accrued by regular full-time employees of the Sheriff's Department as outlined below for each year of completed service. Regular part-time employees earn annual leave on a pro-rated basis.
- 8.2 Eligibility. Annual leave is not available to an employee until after the employee has served six (6) consecutive months employment.
- A. The Sheriff shall determine completion of continuous service. If continuous service is broken for any reason, then annual leave credits accumulated are canceled automatically. Any employee returning to work after termination shall be treated as a new employee.
- 8.3 The maximum amount of annual leave to be accrued shall be thirty (30) days (240 hours). Employees shall attempt to use annual leave during the year in which it is earned. No more than two hundred and forty (240) hours of annual leave may be carried from one calendar year to the next.
- A. Exception that may apply is: The Sheriff or his designee denies the request because the use of leave would cause an undue burden on the operations of the YSO.
- In a month where both circumstances are present, the employee may convert the amount of leave that would have been accrued and credited to the employee if the leave request had not been denied to a cash equivalent contribution to the employee's HRA VEBA account.
- The maximum amount of annual leave that can be converted under this exception is twenty (20) hours per calendar year.
- 8.4 Annual leave shall be accumulated and credited in the following manner:



- A. Full time employees with less than two (2) years' service earn annual leave at the rate of 9.34 hours per month.
  - B. Full time employees with two years' service, earn annual leave at the rate of 10.0 hours per month.
  - C. Full time employees with five years' service earn annual leave at the rate of 11.34 hours per month.
  - D. Full time employees with ten years' service earn annual leave at the rate of 13.34 hours per month.
  - E. Full time employees with fifteen years' service earn annual leave at the rate of 14.67 hours per month.
  - F. Full time employees with twenty years' service earn annual leave at the rate of 16.0 hours per month.
  - G. Full time employees with twenty-five years' service earn annual leave at the rate of 18.0 hours per month.
- 8.5 If date of employment is on or before the fifteenth (15th) of the month, that month will count as one (1) month of continuous employment.  
If date of employment is after the fifteenth (15th) of the month, that month will not count as a month of continuous employment.
- 8.6 Anniversary dates for the accrual of additional annual leave hours shall be adjusted for breaks in service or periods when employees are on leave without pay.
- 8.7 Computation of Payment: Annual leave may be charged in quarter-hour increments. Annual leave is accrued on the basis of the above semi-monthly/pay period continuous service. Accumulated annual leave exceeding the annual maximum allowance will be paid to the employee the first pay period in December of each year.
- A. All accumulated annual leave is paid when an employee leaves employment of Yakima County for any reason, provided adequate notice has been given. In case of death, all accumulated leave is paid to the estate of the employee. Payment of accumulated annual leave is paid by multiplying the employee's base hourly rate, at the time of termination, times the total number of accumulated annual leave hours.
- 8.8 The Sheriff shall determine when an employee may take annual leave. The Sheriff will maintain records of annual leave.

## ARTICLE 9 - SICK LEAVE

- 9.1 Sick leave is earned by regular full-time employees at the rate of eight (8) hours per month of continuous completed service.
- 9.2 The Sheriff will determine eligibility for the usage of sick leave. Sick leave is automatically canceled upon separation from employment except for death or retirement. In the case of death or retirement, twenty-five percent 25% of the employee's accumulated sick leave shall be paid to the employee's MSA VEBA or to his/her estate based on the base hourly rate.
- 9.3 Full-time regular employees earn eight (8) hours of sick leave for their first month of continuous service. Sick leave may be accumulated up to a total of 960 hours. Sick leave accrued in excess of 960 hours shall be converted to a cash equivalent contribution to the employee's HRA VEBA account in December at the rate of one hour for every four hours of sick leave accrued.
- 9.4 Employee's may also contribute to the employee's MSA VEBA, at a self-determined flat rate or percentage of base pay, on a monthly basis.

**MSA VEBA:** Each employee shall contribute the following on a pre-tax basis to the group MSA VEBA program:

Amount and effective date to be determined at future contract negotiations.

- 9.5 Sick leave usage is based on the following criteria:
- A. Illness or injury or temporary disability which incapacitates the employee to the extent that work can no longer be performed.
  - B. Doctor appointments for employee only.
  - C. When the employee's attendance is required to care for the employee's spouse, state registered domestic partner, child, parent, parent-in-law or grandparent with a health condition requiring treatment or supervision, or for emergency purposes, as provided under the Washington Family Care Act.
  - D. Employees may only use the actual number of hours sick leave accumulated.
  - E. Sick leave cannot be claimed for the employees on annual leave or compensatory time unless the employee immediately notifies the Employer of the illness. Upon return to work, the employee must present a written doctor's certification stating the nature, extent, and length of the illness.
  - F. Employees may use five (5) days of sick leave for bereavement leave for death in the immediate family. "Immediate family" shall include those individuals as

described in paragraph 10.4.C and those individuals for whom sick leave may be approved under paragraph 10.6.

G. Sick Leave may be used in as little 15-minute increments.

9.6 Reporting. Approval of sick leave usage is subject to an employee notifying his/her immediate supervisor or the Sheriff on an immediate basis. The Sheriff or his designee has the right to require a doctor's certification of illness verifying the illness in order to establish a justifiable basis for approval or disapproval of sick leave usage subject to the medical confidentiality provisions of the Washington Family Leave Act, Americans with Disabilities Act (ADA) and the Family Medical Leave Act (FMLA).

9.7 Family Illness: An employee may use accrued sick leave to care for a brother, sister, grandchild, or step-grandchild of the employee, subject to the discretion of the immediate supervisor. Approval of such leave will be subject to the family member having a serious emergency illness requiring the attendance of the employee and shall be limited to three (3) days in any one instance. The Sheriff or his designee has the right to require a doctor's certification of illness to confirm a proper basis for approval or disapproval of such sick leave. Sick leave may not be used to care for an aunt, uncle, cousin, niece or nephew, unless living in the employee's household, in which case the three (3) day limitation would apply.

Each instance means "condition or period of illness." Thus, for one individual, there possibly could be allowed three days, or there can be recurring periods of illness such as in chronic cases.

9.8 Sick Leave Incentive: In July of each calendar year, employee sick leave usage will be reviewed. Regular, full-time employees who have used sixteen (16) or less hours of sick leave in the preceding twelve (12) months (July - June) and who have been continuously employed during the entire twelve (12) months, shall be allowed to convert twenty-four (24) hours of sick leave to annual leave. The hours converted to annual leave shall be deducted from the sick leave balance. This provision does not affect the total number of annual leave days allowed to be carried, which shall remain at thirty (30) days.

9.9 Non-LEOFF I Leave: This section applies to non-LEOFF I employees who suffer an injury or illness. In addition to accrued sick leave and annual leave such employees shall be entitled to up to three (3) months unpaid leave of absence for purposes of recovery. A doctor's certification may be requested outlining the diagnosis of the problem and the prognosis for recovery. Such employees may request a leave of absence prior to exhausting their accrued sick leave or annual leave.

9.10 Annual Leave Sharing Program for Catastrophic Illness. Employees may transfer accumulated annual leave to another employee of Yakima County under specific circumstances. The recipient employee must: have an extraordinary or serious illness or injury; have depleted or shortly will deplete all leave reserves (annual leave, sick leave, and compensatory time); have diligently attempted to accrue sick leave; and not be eligible

for industrial insurance or other disability leave benefits. The donating employee must not request a transfer amount that would result in his or her leave balance falling below ten (10) days. Unused leave is returned to donating employees on a pro rata basis.

## **ARTICLE 10 – OTHER LEAVE**

- 10.1 **Family and Medical Leave:** The Employer shall grant up to 12 weeks of family and medical leave during any twelve-month period to eligible employees in accordance with the Family and Medical Leave Act of 1993 (FMLA) and the Yakima County Family and Medical Leave Policy.

In order to qualify to take family and medical leave an employee must have worked for Yakima County for at least 12 months or 52 weeks. The 12 months or 52 weeks need not have been consecutive. Additionally, the employee must have worked at least 1250 hours during the 12-month period immediately before the date when the FMLA leave would begin.

An employee's paid leave as applicable must be exhausted prior to use of leave without pay unless the employee has elected unpaid leave under worker's compensation.

- 10.2 **Pregnancy Leave:** Leaves of absence resulting from childbirth or temporary disability due to pregnancy shall be authorized in accordance with the Yakima County Pregnancy Leave Policy.
- 10.3 **Military Leave:** The County abides by the provision of the laws of the State of Washington (RCW 38.40.060). Employees of Yakima County shall be granted all rights and privileges provided for under the Uniformed Services Employment and Re-employment Rights Act (USERRA), as amended. Employees who are members of the National Guard or Federal Military Reserve Units are entitled to be absent from their duties for up to twenty-one (21) calendar days with pay during each year beginning October 1 through September 30, while engaged in the performance of ordered military duty. Such military leave shall be in addition to any vacation or sick leave to which the employee might otherwise be entitled, and shall not involve any loss of efficiency rating, privileges or pay. Employees participating in training shall provide the Employer with their annual training schedule in the month of January or as soon as the information is available
- 10.4 An employee may upon request, be granted a leave of absence without pay for educational purposes to attend an accredited institution when it is related to said employee's employment. The period of such leave may be for one year at the discretion of the Sheriff. Requests for educational leaves and educational leave renewals may be granted at the discretion of the Sheriff.

## **ARTICLE 11 - LIABILITY INSURANCE**

- 11.1 The Employer agrees to either provide insurance coverage on behalf of employees or provide liability defense and indemnification for employees, or a combination of both, to protect and indemnify employees from liability to third parties resulting from allegations of negligence, wrongful acts, errors or omissions of the employees occurring within the scope of employment, whether on or off scheduled duty.
- 11.2 In the event that an employee is required to participate in any official proceeding to investigate or determine criminal liability on the part of the employee for acts or omissions occurring in the scope of employment, (including inquests, hearings, judicial inquiry proceedings, state or federal grand jury proceedings, and criminal trials) and no criminal charges are brought or the employee is acquitted after trial, the Employer shall pay on behalf of the employee the reasonable costs of investigation and legal representation for the employee in such proceedings. This shall not prevent the Employer from providing for such costs before and during such proceedings if the Employer deems such expense to be appropriate under the circumstances.
- 11.3 Intentional wrongful acts, fraud and theft are excluded from coverage.

## **ARTICLE 12 - DISCIPLINE**

- 12.1 The Sheriff or his designee may discipline Lieutenants only for just cause. The Chief Deputies are appointees and therefore are at-will employees and not covered by this Article.
- 12.2 Disciplinary action for Lieutenants shall include the following:
- A. Verbal reprimand,
  - B. Written reprimand,
  - C. Suspension without pay,
  - D. Demotion,
  - E. Discharge.
- 12.3 The parties agree that progressive and escalating levels of discipline are preferable; provided, however, the Employer has the right to implement more serious disciplinary action for serious misconduct.
- 12.4 The Sheriff may suspend without pay or discharge a Lieutenant for serious misconduct inclusive of just cause set forth in the Yakima County Civil Service Commission's Rules and Regulations.
- 12.5 Probationary employees and Chief Deputies may be terminated without cause and without recourse. A classified employee having civil service status may take a promotion to a higher civil service position and may return to the employee's former position subject to Civil Service Rules and Regulations and subject to the Sheriff's determination both as to

the viability of the employee and the promoted position and the availability of the prior position held. The Sheriff's determination shall be final and binding on all parties.

- 12.6 The disciplinary process will be carried out in accordance with the provisions of Article 14.
- 12.7 Written reprimands shall be removed from the Lieutenant's personnel file eighteen (18) months from the date of issuance and no longer be considered for evaluating future discipline provided no other written reprimands have been issued during the eighteen (18) month period. If there has been another written reprimand during the eighteen (18) month period, then both written reprimands shall remain in the employee's personnel file for an additional eighteen (18) months from the last written reprimand. Suspensions without pay, demotions and discharge documents shall remain permanently in the employee's personnel file.
- 12.8 Lethal Force: 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 forty-eight (48) 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. The affected employee may waive the requirement to wait forty-eight (48) hours.
- 12.9 No provision of this contract shall be construed to in any way limit the authority of the Sheriff to appoint or remove persons to or from unclassified positions.

### **ARTICLE 13 - DISCIPLINARY PROCEDURES**

- 13.1 Any employee who is under investigation for disciplinary action which may result in a permanent notation in his/her personnel file or which may result in suspension without pay, demotion or discharge, shall, before being required to respond or answer questions pertaining thereto, be informed of the existence and nature of the allegations, the facts supporting them, and the name of the complainant, if any. If an employee requests, they may have a reasonable time (not to exceed three working days) to consult with a Union representative. The employee has the right to have his/her choice of a Union representative present during further disciplinary meetings or questioning. In criminal matters the employee shall be afforded the constitutional rights available to any citizen.
- 13.2 The employee under such investigation shall be informed of the name of the person in charge of the investigation and their agency, and the name of the questioners and their agency, and all other persons to be present during the questioning. The employee will be required to answer any questions involving non-criminal matters under investigation and will be afforded all rights and privileges to which she/he is entitled under the collective bargaining agreement, and Sheriff's Office rules and regulations. Prior to any questioning where the employee is the focus of an administrative investigation, the employee shall be advised of the following (or the equivalent of their Garrity Rights):

You are about to be questioned as part of an administrative investigation being conducted by the Yakima County Sheriff's Office. You are hereby ordered to answer the questions that are put to you that relate to your conduct and/or job performance, and to cooperate with this investigation. You are required to answer questions relating to the performance of your official duties or fitness for duties. Your failure to cooperate with this investigation such as refusal to answer questions can be the subject of disciplinary action in and of itself, including discharge. The statements you make, or evidence gained as a result of this required cooperation are admissible for administrative purposes such as discipline but will not be used or introduced into evidence in a criminal proceeding.

- 13.3 When possible, the questioning shall be conducted at a reasonable hour, preferably at a time when the employee is on duty or during the normal waking hours, unless the seriousness of the investigation requires otherwise. If such questioning occurs during off-duty time of the employee being questioned, the employee shall be compensated for such off-duty time in accordance with regular employer procedures. Any questioning session shall be for a reasonable period, taking into consideration the gravity and complexity of the issue being investigated. Persons being questioned shall be allowed to attend to their own personal physical necessities whenever reasonably possible. The employer shall not require employees being questioned to be subjected to visits by the press or news media nor, except as required by the Public Disclosure Act, shall their home address be given to the press or news media without the employee's express consent.
- 13.4 The complete questioning of an employee shall be recorded by the employer subject to the consent of the interviewed employee. Upon request, the employee shall be given a copy of any recording in which they participated. As an operation of this agreement, all other participants to the interview will be deemed to have already consented to being recorded.
- 13.5 Any disciplinary action by a supervisor other than the Sheriff, except informal verbal reprimands of which no record is kept or entered in the employee's personnel file, shall not be final unless affirmed in writing by the Sheriff.
- 13.6 The investigation of any potential disciplinary action shall be completed within 30 days of first notice to the employee's superiors. However, the 30-day period shall be extended by additional 30-day periods if the sheriff provides written notice to the employee of the extension prior to the expiration of the 30-day period. The notice must explain the reasons for the extension. Expiration of the 30-day period without notice of extension shall constitute a final resolution of the disciplinary action in favor of the employee.
- 13.7 **Loudermill Meeting:** In the event that a misconduct or violation may warrant suspension without pay, demotion or discharge, the employee shall, before the disciplinary action is finalized, have the opportunity to discuss the matter with the Division Chief and Sheriff and be informed in writing of the facts and nature of the charges and the intended discipline and the investigatory file. The employee shall be given an opportunity to

respond to the charges, including, if requested, a reasonable time (not to exceed three working days) to consult a Union representative. The Sheriff or his designee will make a reasonable effort to schedule the Loudermill meeting within fifteen (15) days of completion of the investigation. Any pre-disciplinary meeting shall be recorded. Following a consideration of any additional information provided by the impacted employee, the final determination will be made. The employee will be notified in writing of the final determination and provided with a copy of any additional documents generated through the Loudermill meeting process.

- 13.8 Within 15 days of the completion of the Loudermill meeting, the employer shall furnish the employee with a written decision regarding any disciplinary action. However, if further investigation is necessary as a result of matters raised during the Loudermill meeting, the Sheriff or his designee shall have an additional fifteen (15) days from the conclusion of the investigation to issue a final written decision. The employer shall furnish the Union president and the Union with a copy of all final disciplinary actions within three days after such action is taken. The employer shall, on request, provide the factual and procedural basis for such action to the Union. The Union will not distribute such information beyond the Union board of directors without the affected employee's consent.
- 13.9 The Sheriff or his designee has the right to suspend an employee with pay pending the outcome of an investigation. Such suspension is appropriate if the Sheriff or his designee determines that there are circumstances which could result in interference with an investigation, harm to the employee, harm to fellow employees and/or the potential for liability/damages to the County if the employee were to continue working and/or be present at the workplace.
- 13.10 "Days" for the purposes of this article means calendar days unless otherwise indicated.

#### **ARTICLE 14 - GRIEVANCE PROCEDURE**

- 14.1 The parties hereto recognize the need for fairness and justice in the adjudication of Lieutenant 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. This Article only applies to Lieutenants and does not apply to the Chief Deputies.
- 14.2 A grievance is defined as a dispute involving the interpretation, application or alleged violation of any provision of this Agreement.
- 14.3 Any employee who believes that he/she has a grievance arising out of the terms of this Agreement may personally, or through a Union representative, apply for relief under the provisions of this Article.
- 14.4 The parties 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 agreement of the parties to the grievance. "Days" as defined in this Article means "calendar days".

- 14.5 Either the employee or the Union, but not both may file a grievance. If an employee or the Union does not file a grievance within thirty (30) days of its occurrence or knowledge of its occurrence, then said employee or Union shall have waived all rights and remedies under this Article relating to said grievance. Failure to pursue a grievance to the next step renders final the determination. The Union, at its option, may file a grievance directly with the Sheriff. An employee may pursue a grievance up to Step 2 but the decision as to whether or not to arbitrate is retained solely by the Union, not the individual employee.
- 14.6 The parties agree an election of remedies must be exercised by the employee and the Union and that said employee as well as the Union shall not be provided a hearing before both the Civil Service Commission and an arbitrator regarding any disciplinary matter. In the event the Union chooses to pursue a discipline grievance to arbitration, then the appeal before the Civil Service Commission shall be dismissed prior to any proceedings to arbitration. Should an employee decline to withdraw his/her Civil Service Appeal, then the Union shall withdraw their grievance and the request for arbitration.
- 14.7 A grievance may be verbally presented by the aggrieved employee to the employee's immediate supervisor. The immediate supervisor shall respond within five (5) days. If the matter is not satisfactorily resolved, then the employee may initiate a formal grievance in accordance with the following procedure which in any case, shall be done within thirty (30) days of the date of the occurrence. The employee may elect to file a grievance directly at Step 1 of the procedure set forth below.
- 14.8 The grievance procedure shall be as follows:
- Step 1: The grievance shall be presented in written form to the employee's division head within thirty (30) days from its occurrence. The division head shall respond in writing within ten (10) days after receiving said grievance.
- Step 2: If the grievance is not resolved to the satisfaction of the concerned parties at Step 1, then within ten (10) days of the response in Step 1, above, the grievance in written form, shall be presented to the Sheriff. Thereafter, the Sheriff shall respond in writing to the aggrieved employee within ten (10) days after receipt of the grievance.
- Step 3:
- (a) Final and Binding Arbitration: If the grievance has not been resolved at Step 2, either party to this Agreement may refer unsettled grievances to final and binding arbitration subject to the election of remedies provisions reflected in Section 15.6 above, if the matter relates to discipline.

- (b) Notice - Time Limitation: The referring party shall notify the other party in writing by certified mail of submission to arbitration within ten (10) days after receipt of the Step 2 response.
- (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 within seven (7) days from the receipt of the request for arbitration, the parties may jointly request that the Washington State Public Employment Relations Commission appoint an arbitrator. If the parties are unable to jointly agree to such request within three (3) days then either party may request that the Washington State Public Employment Relations Commission provide a list of eleven (11) qualified and approved non-staff or private 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) days, 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 terms of the Agreement and to determine whether there has been a violation of the terms of the Agreement.
  - (iii) The arbitrator shall consider and decide only the questions or issues raised at Step 1 and/or Step 2 and shall have no authority to determine other issues not so submitted. If the parties fail to agree on joint submission of the issue for arbitration, each party shall submit a separate submission and the arbitrator shall select from the issues submitted and determine the issue or issues to be heard and resolved.
  - (iv) The arbitrator shall have the authority to receive evidence and question witnesses and shall keep a verbatim record of testimony.
- (f) Arbitration Award - Damages - Expenses:
  - (i) The arbitrator shall not have the authority to award punitive damages.
  - (ii) Each party hereto shall pay the expenses of their own 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) Any dispute over the arbitrator's remedy shall be returned to the arbitrator for resolution.

14.9 No provisions of this Article shall be construed in a way contrary to the authority of the Sheriff to appoint or remove persons from or to unclassified positions.

#### **ARTICLE 15 - UNIFORM & EQUIPMENT SUPPLY & UNIFORM CLEANING**

15.1 The County shall maintain the complement of clothing and equipment issued to each member of the Union. The basic complement of clothing and equipment is listed in the Agreement between Yakima County and the Yakima County Law Enforcement Officers Union. Any changes in items of clothing and equipment mandated by the Sheriff shall be provided by the County.

15.2 Personal property of any employee which is lost, destroyed, or damaged in the line of duty not caused by the direct or sole negligence of the employee shall be replaced at County expense subject to the Sheriff's approval.

15.3 The County agrees to repair or replace defective and/or unserviceable clothing and equipment. The determination as to defects or unserviceability shall be made by the Sheriff.

15.4 Uniform Cleaning: The County agrees to provide for a contract cleaning arrangement whereby pickup service will be available at both the Yakima and Lower Valley offices of the Sheriff's Office. Cleaning shall be authorized for all personnel required to wear uniforms in the course of their employment. The County shall determine the place where such clothing shall be cleaned and make disbursements directly to the contract cleaner.

15.5 Non-Uniformed Personnel: The County agrees to provide non-uniformed personnel with a combined cleaning and clothing allowance per year in the sum of six hundred dollars payable in one hundred fifty-dollar quarterly installments to non-uniformed personnel assigned to such duties as of January 1, April 1, July 1 and September 1 of each year. Detectives and those other employees determined by the Sheriff to constitute non-uniformed personnel shall be eligible for the clothing and cleaning allowance.

15.6 Footwear Allowance: The Employer shall provide and maintain footwear for each employee by the expenditure of up to two hundred dollars per year per employee for the purchase of any quantity of footwear of the employee's choice appropriate to that employee's assignment. Cost of footwear in excess of \$200 per year shall be paid by the employee.

The County will pay each employee the footwear allowance each year, to be included in the February paycheck.

- 15.7 The Employer shall furnish a bulletproof vest to each employee. In lieu of the Employer furnishing a bulletproof vest, the employee may select a bulletproof vest of his choice which meets the minimum bullet proof vest standards determined by the Employer. If the employee chooses to purchase a vest that is different from that furnished by the Employer, the Employer shall contribute the dollar amount of the vest being furnished by the Employer toward the purchase of the vest of the employee's choice. Bulletproof vests shall be replaced as required by the manufacturer's warranty, or sooner if necessary, to ensure officer safety as determined by the Employer. The Employer shall notify the employees of the vest designation and shall advise the employees of the price of the vest, and the name and address of the supplier.

#### **ARTICLE 16 - SERVICE EQUIPMENT**

- 16.1 The County will supply a standard set of handcuffs, holster, and leather gear which the employee will maintain and return to the County upon the termination of his service.
- 16.2 The employee may purchase his own gear, but it must meet County requirements.
- 16.3 Each employee will be issued fifty rounds of new duty ammunition each year for the weapon carried by the employee.

#### **ARTICLE 17 - PERSONNEL FILES**

- 17.1 Personnel files are the property of the Employer. The Employer agrees that the contents of the personnel files, including personal photographs, may be confidential and the Employer may restrict the use of information in the files to internal use by the Sheriff's department and Human Resources department. It is further agreed that the information in the employee personnel file shall not be released to outside entities without the approval of the Sheriff except in response to a Public Disclosure Act request and/or an appropriate court order. The employee shall be notified three (3) days prior to the release of any information from the personnel file in this circumstance. However, these provisions do not restrict the Employer from utilizing any of the information in the employee's personnel files or elsewhere with respect to disciplinary actions, grievances and/or any other proceedings wherein the information would be relevant to the particular proceeding.
- 17.2 The employee will be entitled to inspect his/her personnel file at a reasonable time upon at least one day's notice to the Human Resources Department. Copies of materials in an employee's personnel file shall be provided to the employee upon request. Pre-employment information such as reference checks and responses or information provided to the employer subject to the specific requests by the provider that the material remain confidential, shall not be subject to inspection or copying by the employee or their representative.

## **ARTICLE 18 - FIREARMS**

18.1 No employee shall be required to work without a firearm.

## **ARTICLE 19 - STRIKES AND LOCKOUTS**

19.1 Strikes, slowdowns, work stoppages, or any other interference with the work by the employees are prohibited.

19.2 The Employer may discharge and/or discipline any employee who violates Section 20.1. No employee shall be entitled to any pay and/or benefits for the period in which he/she is engaged in any strikes, slowdowns, work stoppages or other interference with work.

19.3 Nothing contained herein shall preclude the Employer from obtaining judicial restraint and damages in the event of a violation of this Article.

19.4 No lockout of employees shall be instituted by the Employer.

## **ARTICLE 20 - SAVINGS CLAUSE**

20.1 Should any section or portion thereof of this Agreement be held unlawful and unenforceable by any court of competent jurisdiction, such decision of the court shall apply only to the specific section or portion thereof, directly specified in the decision. Upon the issuance of such a decision, the parties agree immediately to negotiate a substitute, if possible, for the invalidated section or portion thereof.

## **ARTICLE 21 - SALARY AND OTHER COMPENSATION**

21.1 The base pay plan for bargaining unit employees is set forth in Exhibit "A" which is attached hereto and incorporated herein by reference.

21.2 In addition to base salary, each employee shall receive a longevity increment in accordance with the following:

- A. From the beginning of the 6<sup>th</sup> year to the end of the 10<sup>th</sup> year – 1.5% of base pay per month.
- B. From the beginning of the 11<sup>th</sup> year to the end of the 15<sup>th</sup> year – 2.75% of base pay per month.
- C. From the beginning of the 16<sup>th</sup> year to the end of the 20<sup>th</sup> year – 4% of base pay per month.
- D. From the beginning of the 21<sup>st</sup> year to the end of the 25<sup>th</sup> year – 5.5% of base pay per month.
- E. From the beginning of the 26<sup>th</sup> year to the end of the 30<sup>th</sup> year – 6.75% of base pay per month.

**ARTICLE 22 - MEDICAL BENEFITS**

- 22.1 Non-LEOFF I Employees: Effective for January 2016 coverage, the Employer contribution shall be 100% of the premium cost for employee only, and 85% of the premium for each dependent tier respectively, all based on the costs of the Yakima County “high plan”, for medical, vision, life and dental insurance. Non-LEOFF I employees may select from all plans and use such contribution for themselves and their dependents.
- A. Effective for January 2018 coverage, The PEBB Uniform Medical Plan Classic will be the insurance plan for all employees. The Employer contribution shall be 100% of the premium cost for employee only, and 85% of the premium for each dependent tier such as spouse, child(ren), and full family.
  - B. Employees can waive medical coverage; however, employees are still required to enroll in the mandatory PEBB Dental, Basic Life Insurance, and Basic Long-Term Disability (LTD) Insurance. The employer shall contribute only the premium amount for the mandatory PEBB Dental, Basic Life and Basic LTD for employees that waive coverage through the PEBB.
  - C. Effective April 1, 2020, Retiree's Welfare Plan RWT-Plus XL, an employer contribution rate of \$175.00 per month will be provided. Any increases forward, as determined by the Trustees for future years, shall be shared equally by the Employer and Bargaining Unit Employees.
- 22.2 Employees are not entitled to receive any funds not applied to coverage for themselves and their dependents under the available plans.
- 22.3 Except for the continuation of full contribution for employee only LEOFF I medical premiums, the Employer contribution for employee and dependent medical, vision, life and dental shall not exceed the applicable year Employer dollar amount contribution.

**ARTICLE 23 – TEAMSTERS PENSION CONTRIBUTION**

- 23.1 Effective as designated below; the Employer shall pay the amounts stated below to the Western Conference of Teamsters Pension Trust Fund on account of each member of the bargaining unit for every hour for which compensation was paid not to exceed 2080 hours per calendar year. Said amounts are to be computed monthly.

<u>Contribution Rate Effective</u>	
January 1, 2016	\$2.25

- 23.1.1 The total amount due for each calendar month shall be remitted in a lump sum not later than twenty days after the last business day of the month. If the Employer fails to make monetary contributions as required, such shall be a breach and the Union without liability, therefore, may implement any economic persuasion

deemed expedient and such shall not be a violation of this Agreement.

23.1.2 The Employer agrees to abide by the rules established by the Trustees of said Trust Fund to facilitate the accurate determination of hours for which contributions are due, prompt, and orderly collection and accurate reporting and recording of amounts paid. Upon Union request, a copy of Pension transmittals shall be posted on the bulletin board.

23.1.3 If during the life of this Agreement the Trust completes the process to allow pension payment to be deposited via electronic transmittal, Yakima County will have the opportunity to participate in the program.

23.2 The parties recognize that pension contributions made by the Employer on behalf of the employees in this bargaining unit to the Western Conference of Teamsters Pension Trust, are considered an employee tax deferred contribution to a qualified retirement plan. Therefore, such contributions are not considered reportable wages or earnings for tax purposes.

#### **ARTICLE 24 - EDUCATIONAL INCENTIVE**

24.1 Effective April 1, 2018, employees who possess an AA degree/90 Credits, BA degree or MA degree shall be eligible for an education attainment incentive in accordance with the following schedule:

AA Degree / 90 Credits	1.75
BA Degree	3.25
MA Degree	3.50

#### **ARTICLE 25 - NEGOTIATION PROCEDURES**

25.1 The parties agree to commence negotiations for a subsequent collective bargaining agreement approximately six (6) months before the expiration date. Meetings will be established on a mutually acceptable basis.

**ARTICLE 26 - DURATION OF AGREEMENT**

26.1 This Agreement is effective April 1, 2018 and shall continue in effect until December 31, 2020. Provided, however, the language provisions shall be effective from the date signed forward except where otherwise so specified in the Agreement.

27.2 This Agreement shall be administered and implemented in good faith by both parties. The parties agree that if they have not reached an agreement during the collective bargaining process, then the terms and conditions of this Agreement will continue in full force and effect until such time as a new agreement is reached or until one party gives notice of termination of the Agreement.

IN WITNESS WHEREOF, the parties have set their hands this \_\_\_\_\_ day of \_\_\_\_\_, 2020.

**FOR TEAMSTERS LOCAL  
UNION NO. 760:**

**FOR THE EMPLOYER:**

\_\_\_\_\_  
Leonard J. Crouch  
Secretary Treasurer

\_\_\_\_\_  
Ron Anderson, Chairman  
Yakima County Board of  
County Commissioners

Adopted Copy Available at  
Yakima County Human Resources  
128 N. 2<sup>nd</sup> Street, Room B27  
Yakima, WA 98901

\_\_\_\_\_  
Amanda McKinney, Commissioner

\_\_\_\_\_  
LaDon Linde, Commissioner

\_\_\_\_\_  
Robert Udell, Yakima County Sheriff

\_\_\_\_\_  
Jacqui Lindsay, Human Resources Director



**EXHIBIT A**  
**YAKIMA COUNTY SHERIFF'S DEPARTMENT**  
**YSO MANAGEMENT GROUP PAY PLAN**

Effective April 1, 2020

Chief	9,810.00
Lieutenant	8,961.00

**EXHIBIT B**  
**Drug Testing Policy**

**SUBSTANCE ABUSE POLICY**

**POLICIES AND PROCEDURES FOR DRUG/ALCOHOL TESTING AND  
TREATMENT**

**A. PURPOSE**

The County recognizes that employees are our most valued resource. The goal of this policy is to ensure a substance abuse free workplace providing prevention, training and rehabilitation for employees. In order to protect the health, welfare, and safety of its employees, and the citizens whom they serve, the following policy regarding substance abuse in the workplace is adopted.

**B. POLICY**

1. It is the policy of the County to provide an alcohol and drug-free workplace for its employees.
2. The County's philosophy on substance abuse is to emphasize prevention, training, rehabilitation, and recovery from substance abuse. Counseling and support will be made available through an Employee Assistance Program, and the employees' right to privacy will be respected at all times.
3. It is the responsibility of the County and the Union to preserve and protect public trust, public safety, and fitness for duty.
4. It is the responsibility of all employees to report for duty and be able to perform their jobs safely and effectively, unimpaired by drugs, alcohol, or any other intoxicating substance.
5. The 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 Chief.

**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, 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 County 's Employee Assistance Program (EAP).
4. Criminal drug statute means a criminal law involving the manufacture, distribution, dispensing, use, or possession of any controlled substance.
5. Medical Review Officer (MRO) is a licensed physician selected by joint agreement between the parties 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. The drugs and/or their metabolites that are included in these categories are as follows:
  - a) marijuana
  - b) cocaine
  - c) opium or opiates
  - d) phencyclidine (PCP)
  - e) amphetamines
  - f) or methamphetamines
7. Random Testing is a process whereby employees are subject to testing on the basis of a blind sample testing process.
8. Reasonable suspicion means facts and circumstances sufficiently strong to lead a reasonable person to suspect that the employee is under the influence of drugs and/or alcohol which is corroborated by a second individual other than the designated Union representative.
9. Representation mean Employee's right to Union or legal representation at testing sites and at any subsequent disciplinary action related to implementation of substance abuse procedures.
10. Substance abuse means the use of a substance, including medically authorized drugs other than as prescribed for the user, which impairs job performance or poses a hazard to the safety and welfare of the employee, the public or other employees.

11. 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.
12. 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 useless 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 to assist employees to understand and avoid the perils of drug and alcohol abuse. The County will use this program in an ongoing educational effort to prevent and eliminate drug and alcohol abuse that may affect the workplace.

The County's program will inform employees about:

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

As part of its program, the County shall provide educational materials that explain the County's philosophy regarding drug and alcohol use, requirements of applicable regulations, and the County's Substance Abuse policy and procedures. Employees shall be provided with information concerning:

1. The effects of alcohol and drug use on an individual's health, work and personal life;
2. Signs and symptoms of an alcohol or drug problem; and
3. Available methods of intervening when an alcohol or drug problem is suspected, including confrontation and/or referral to management.

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 abuse and drug use. This training shall cover the physical, behavioral, speech, and performance indicators of probable alcohol abuse and drug use. Supervisors who have not received the initial training described above will not be asked to determine whether reasonable suspicion exists to initiate drug/alcohol testing. However, these supervisors may request another supervisor who has undergone this training to make the determination

## F. EMPLOYEE RIGHTS AND RESPONSIBILITIES

1. The County may require an employee to undergo a drug and/or alcohol test as a result of a random sample selection or when there is reasonable suspicion to indicate the employee is under the influence of a substance which causes the employee to pose a hazard to the safety of the employee, the public, or other employees. An employee may also 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, able to perform his/her job safely and effectively, unimpaired by drugs, alcohol, or any other intoxicating substance.
3. Employees are responsible for:
  - a) Obtaining from their health care provider adequate information about the effects of prescription medication on job performance; and
  - b) Promptly notifying his/her supervisor of same; OR
  - c) Promptly notifying his/her supervisor of the effects on job performance of over-the-counter medication being taken.
4. Employees are prohibited from 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 workday.
5. Employees are encouraged to request assistance with drug use and/or alcohol abuse problem(s), with the understanding that a voluntary 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 of a violation of a criminal drug statute shall notify the County's Human Resources Manager no later than 5 days after such conviction. For purposes of this policy, a criminal drug statute means a criminal law involving the manufacture, distribution, dispensation, use, or possession of any controlled substance.
7. Employees have the right to challenge the results of any tests and any 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 cost at another DHHS-certified laboratory. This request must be made 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 to assist the employee in getting help with the problem. This may 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 Union representative or legal counsel present at the collection facility. However, the lack of Union representation or legal counsel shall not cause unreasonable delays in the collection process.
11. Employees shall fully cooperate in the collection process.

#### G. DETECTION

1. Random Testing: The Employer shall institute a random testing procedure effective January 1, 2008. None of the provisions pertaining to “reasonable “suspicion” shall apply to the random testing policies and procedures, but non “reasonable suspicion” provisions will be applicable for purposes of random testing.
2. Reasonable Suspicion. 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 is under the influence of a prohibited substance.
3. The decision to conduct a drug and/or alcohol test shall be made by the reporting supervisor and 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 department head or the department head's management level designee, and the Human Resources Manager or his/her designee. Refusal to submit to a drug and/or alcohol test authorized by this policy shall be grounds for discipline, up to and including discharge.
4. Searches
  - a) The Department has the right to search, without employee consent, County-owned property to which the employee has no reasonable expectation of privacy. These areas may include office space, desks, file cabinets and the like, that several different individuals may use or access. A reasonable expectation of privacy shall exist personal containers marked and locked inside an Officers desk drawer.
  - b) If the employee’s consent to search is first obtained, the Department shall have the right to search (1) County-owned property to which the employee has a reasonable expectation of privacy, and (2) private property belonging to the employee, such as a personal equipment bag, briefcase, or private vehicle. If such consent is given, the

employee shall have the right to Union representation during the search. County-owned areas where the employee has a reasonable expectation of privacy are the employee's personal lockers.

- c) If the Department requests the employee's consent to 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; and
    - (2) The employee has the right to Union representation during the search if consent is given; and
    - (3) Refusal to give consent to search will not be considered by the Department to be an admission of guilt or cause for disciplinary or retaliatory action.
  - d) An employee's refusal to give consent to search shall not preclude the Department from contacting the police authority having jurisdiction to conduct a search according to and in the manner authorized by law.
5. Possession, manufacture, distribution or sale of alcohol, drugs, or drug paraphernalia on County property or during work time is expressly prohibited and may provide a basis for discipline under department rules and regulations but shall not in and of itself 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 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. The County and Union agree that if the security of the urine or blood sample is compromised in any way, any positive test shall be invalid and may not be used for any purpose.
- 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 Union representative present at the collection facility. However, the lack of Union 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 may include a Consent/Release form and an Interview form.
5. Urine samples for drug testing shall be collected at a collection site designated by the County and Union using the split sample collection method. The split sample is made available if re-testing 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 may alter or substitute the sample), the employee will be required to 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 approved 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.:

a) Initial Tests

- |  |                           |
|--|---------------------------|
| (1) Alcohol  | 0.02 g/210 ml expired air |
| (2) Marijuana metabolites  | 50 ng/ml                  |
| (3) Cocaine metabolites  | 300 ng/ml                 |
| (4) Opiate metabolites (1)   | 300 ng/ml                 |
| (5) Phencyclidine  | 25 ng/ml                  |
| (6) Amphetamines   | 1000 ng/ml                |
| (7) If immunoassay is specific for free morphine the initial test level is 25 ng/ml. |                           |



b) Confirmatory Test

(1) Alcohol	.02 g/210 ml expired air
(2) Marijuana metabolites	15 ng/ml
(3) Cocaine metabolites	150 ng/ml
(4) Opiates	
(a) Morphine	300 ng/ml
(b) Codeine	300 ng/ml
(c) Phencyclidine	25 ng/ml
(d) Amphetamine	500 ng/ml
(e) Methamphetamine	500 ng/ml

9. Alcohol shall be tested by means of Breathalyzer machine currently in use (B.A.C.) or future equipment which may supersede the B.A.C. machine (but excludes the P.B.T. device). Breathalyzer alcohol tests shall be conducted in private at the collection site designated by the County and the Union. 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 0.02 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 also use a 0.02 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.
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 and sealed and maintained in a secure medical file.
12. Employees who refuse or fail to fully cooperate in the collection process may 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. County 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 County's Human Resources Manager, or his/her designee. The Human Resources Manager will promptly advise the appropriate Department Head of these test results. If the confirmation test meets or exceeds 0.02 g/210 ml expired air, the laboratory or collection site personnel shall report to the Human Resources Manager that the employee tested positive for alcohol. If the test result is below 0.02 g/210 ml expired air, the laboratory or collection site personnel will report to the Human Resources Manager that the employee tested negative for alcohol.
3. Drug Test Results. Laboratory personnel will advise the Human Resources Manager, or his/her designee directly of all negative drug test results. The Human Resources Manager will promptly advise the appropriate Department Head of these test results.

The laboratory will advise only the MRO 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 biomedical factors. The MRO must review all 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 County's Human Resources Manager or his/her designee the name of the employee, and whether a positive test of a prohibited substance has been verified. The Human Resources Manager shall promptly notify the appropriate Department Head of the test result.

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 will be authorized to release specific test results to the County and the Union in cases of 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. Any 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
  - 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 6 times during the following 12 months. The SAP will determine the dates for these drug and/or alcohol tests. These test dates will be communicated to the Human Resources Manager who will inform the employee of those dates. The appointment for the collection will be made in advance and maintained in a confidential manner by the Human Resources Manager until the day of the collection. The Human Resources Manager 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 Union 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 Human Resources Manager or his/her designee will retain a copy of all the forms.
5. Refusing to submit to a return to duty or a follow up test will be considered grounds for discharge. If the selected employee fails to report to the collection site within 2 hours of

notification of testing, this will also be considered grounds for disciplinary action up to and including 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 vacation or leave without pay with prior approval of the supervisor, Department Head, or management designee. The SAP will contact the Department Head or his/her designee to make a recommendation as to the need for further treatment. Once vacation leave is exhausted, the employee will be placed on leave without pay. The Department Head 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, holiday leave bank, compensatory time 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 shall 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 4 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 disciplinary action up to and including 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. After three 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 3 years when retention is required by applicable law. Should applicable

law require retention of records past 3 years, and if allowed by such law, such records shall be sealed and may not be opened without consent of the employee.

13. If an employee tests positive during the 24-month period following rehabilitation on a for-cause drug or alcohol test, the employee will be subject to discipline, up to and including discharge.
14. If an employee tests positive during the 24-month period following rehabilitation on a random drug or alcohol test, the employee will be placed on leave without pay during the period the SAP makes a decision on the need for further treatment. The employee will remain on leave without pay during any treatment period and until they have provided the employer with a return to duty form signed by the SAP. If such an employee completes the return to duty process and again tests positive on either a, for cause or random drug or alcohol test, they shall be subject to discharge.

#### K. RANGE OF CONSEQUENCES

1. Employees who violate this policy will be subject to a range of disciplinary consequences depending upon the severity of the infraction and/or the employee's past performance record. In all cases, the County reserves the right to determine the appropriate disciplinary measures, which may be more or less severe than those included in this guideline. The following list of actions and the related consequences is intended as a guideline only, and further, is not intended to be an all-inclusive list of possible disciplinary consequences.
2. If an employee has an alcohol concentration of 0.02 or greater in any authorized alcohol test, and/or tests positive for drugs and/or their metabolites in any authorized 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, up to and including discharge, for any of the following infractions:
  - 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.

- b) 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.
  - c) Unlawful manufacture, 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.
  - e) Failure to complete a counseling, treatment, or rehabilitation program as prescribed by the SAP.
  - f) Testing positive on a return to duty.
  - g) Any two failures on follow up drug and/or alcohol testing during the 24-month following rehabilitation.
  - h) Failure to report to a collection site within two (2) hours of notification for return to duty or follow up testing.
  - i) Second offense – alcohol concentration of 0.02 or greater in any reasonable suspicion authorized alcohol test, and/or testing positive for drugs and/or their metabolites in any authorized reasonable suspicion drug test.
  - j) Employee’s failure to participate in the temporary and/or final releases for duty testing in a timely manner.
4. Although the foregoing infractions will ordinarily result in discharge regardless of the employee’s position, the County reserves the right to consider extenuating circumstances and to impose lesser discipline when such action is deemed appropriate.

L. OTHER

1. The County shall pay for initial costs of the substance abuse examination including the expenses of the Medical Review Officer.
2. This policy was initiated at the request of the County and the Employer shall assume sole responsibility for the administration of this policy. The County agrees to indemnify and hold the Union and its officers harmless from any and all claims of any nature (except those arising from the negligence of the Union and/or its officers) arising from the Employer's, laboratories', or Medical Review Officer's implementation of this policy.

3. 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 on-the-job impairment 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.
4. 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.
5. The following attachments shall be a part of this Policy: Supervisor's Guidelines, Report Form, Interview Form, Consent/Release Form.

**YAKIMA COUNTY SHERIFF'S MANAGEMENT GROUP**  
**Substance Abuse Policy**

**SUPERVISOR'S GUIDELINES**

NOTE: These Guidelines do not pertain to random testing.

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 being under the influence of 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 preserve the privacy of the individual and to comply with legal and contractual requirements.

1. Contact your appropriate command staff and explain the situation.
2. Your supervisor will:
  - a) Advise you of what appropriate action to take regarding your status as the shift supervisor.
  - b) Notify the Sheriff and the Human Resources Manager (or their designees) in a timely manner, 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.
  - a) Be sure to advise the employee that you suspect him/her of being under the influence of a prohibited substance (defined in the policy) and that s/he may have a Union representative present during the interview.
  - b) 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).
  - c) 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.
  - a) Read the form to the employee and direct him/her to sign it. Do not alter the form in any way.
  - b) Be sure, if the employee has declined Union representation, that s/he understands that s/he may choose to have a Union representative accompany him/her to the testing facility.
  - c) 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.
  - d) 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. You or 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:
  - a) Reconfirm with the employee that s/he has been relieved of duty, with pay, and
  - b) Advise the employee that s/he will be contacted by the MRO to review the results (if positive), and
  - c) Advise the employee that s/he will be contacted by the department advising him/her how to return to duty, and
  - d) 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:
  - a) 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 Human Resources Manager.

**YAKIMA COUNTY SHERIFF'S DEPUTIES  
Substance Abuse Policy**

**CONSENT/RELEASE FORM**

I consent to the collection of urine, a blood and/or expired 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 County and the Union.

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 any requested records and myself 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 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 termination.

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 any confirmed positive test result and any Employer action based thereon. In order to pursue any challenge related to this test, I will, however, be required to authorize the laboratory and MRO to release to my Employer and the Union any information relating to the test or test results. Further, I understand that my employer may require that I 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*

**Substance Abuse Policy**

**REPORT FORM**

NOTE: This form does not pertain to random testing.

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 one copy of the form and distribute as follows: Original to Sheriff, 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: \_\_\_\_\_

**Substance Abuse Policy**

**INTERVIEW FORM**

NOTE: This form does not pertain to random testing.

Name of Employee: \_\_\_\_\_

I understand that I am entitled to Union 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 discipline up to and including termination. I do or do not (please circle one) want a representative at this time. I understand that I am entitled to Union 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\* (position) \_\_\_\_\_ Agree \_\_\_\_\_ Don't Agree \_\_\_\_\_

**\*Witness is an individual other than the designated Union representative**

## **Substance Abuse Policy Exhibit 1**

Listed below are some behavioral descriptions which may guide the supervisor in determining whether an employee is “under the influence” of a prohibited substance. There is no one behavior which is unique to drugs/alcohol. Almost every behavior/sign can also be associated with medical or emotional problems such as high blood pressure, diabetes, thyroid disease, psychiatric disorders, epilepsy, head injury, emotional problems, stress, etc. Even so, 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 abuse:

- a) Either very dilated or constricted pupils
- b) Hyperactivity
- c) Unsteady gait
- d) Irritability
- e) Slurred speech
- f) Anxiousness
- g) Wide mood swings
- h) Odor of alcohol
- i) Overreaction to criticism
- j) Staggering
- k) Listlessness
- l) Illogical speech and thought process
- m) Unusual/abnormal behavior
- n) Poor judgment
- o) Avoiding others/withdrawal
- p) Sudden increase in absenteeism