



UNIT CLARIFICATION PETITION

Case 141305-C-24

PARTIES

Employer: Spokane County Sheriff
Party 2: WSCCCE, AFSCME Council 2, AFL-CIO, Local 492-SO
Party 3:

Petitioner: Union
Petition Type: Amendment of Certification
Joint Request?: Yes

BARGAINING UNIT

If a collective bargaining agreement (CBA) exists, most recent end date: 12/31/2025

Number of Employees in Question: 6

Bargaining Unit Identification: Local 492-SO, Sheriff's Office Employees (select positions)

REPRESENTATIVES

Name, Title, and Organization	Contact Information	Representing
James Trefry General Counsel WSCCCE, AFSCME Council 2	PO Box 750 Everett, Washington 4253038818 jamest@council2.com	Petitioner
Greg Beeman Staff Representative WSCCCE, AFSCME Council 2	1105 W. Francis Ave Spokane, Washington 509-842-6621 gregb@council2.com	Petitioner
Josh Groat Labor Relations Manager Spokane County	824 N. Adams Spokane, Washington 509-477-5642 jgroat@spokanecounty.org	Employer
Michael Rainey President/Executive Director WSCCCE, AFSCME Council 2	PO Box 750 Everett, Washington 425-303-8818 c2everett@council2.com	Petitioner

SUBMISSION & SERVICE

Special requests related to case processing or reasonable accommodation:

Submitter Name: James Trefry
Submitter Email: jamest@council2.com

Submitter Title: General Counsel

Date Submitted: 09/19/2024 at 2:26 PM

System Service:* Yes

**If yes, the submitter elected to use the system to serve the other parties.*

MASTER LABOR AGREEMENT

Between the

Local 492-SO:

Crime Analysts

Forensics

Sheriff's Office Support Staff

Council 2

The Spokane County Sheriff's Department and

Spokane County

January 1, 2021 through December 31, 2025

TABLE OF CONTENTS

<u>PREAMBLE.....</u>	<u>1</u>
<u>ARTICLE 1 – PURPOSE</u>	<u>1</u>
<u>ARTICLE 2 – WARRANTY OF AUTHORITY</u>	<u>2</u>
<u>ARTICLE 3 – PLEDGE AGAINST DISCRIMINATION.....</u>	<u>2</u>
<u>ARTICLE 4 – UNION RECOGNITION AND BARGAINING UNITS</u>	<u>2</u>
<u>ARTICLE 5 – UNION SECURITY.....</u>	<u>4</u>
<u>ARTICLE 6 – UNION / MANAGEMENT RELATIONS.....</u>	<u>6</u>
<u>ARTICLE 7 – UNION ACTIVITIES / FUNCTIONS / BUSINESS</u>	<u>8</u>
<u>ARTICLE 8 – HOLIDAYS</u>	<u>10</u>
<u>ARTICLE 9 – PAID TIME OFF</u>	<u>14</u>
<u>ARTICLE 10 – BEREAVEMENT LEAVE.....</u>	<u>20</u>
<u>ARTICLE 11 – INSURANCE BENEFITS</u>	<u>20</u>
<u>ARTICLE 12 – HOURS OF WORK</u>	<u>24</u>
<u>ARTICLE 13 – LEAVES OF ABSENCE</u>	<u>28</u>
<u>ARTICLE 14 – CLASSIFICATION / RECLASSIFICATION.....</u>	<u>29</u>
<u>ARTICLE 15 – WAGES</u>	<u>38</u>
<u>ARTICLE 16 – SENORITY</u>	<u>47</u>
<u>ARTICLE 17 – DISCIPLINE AND DISCHARGE</u>	<u>48</u>
<u>ARTICLE 18 – GRIEVANCES.....</u>	<u>52</u>
<u>ARTICLE 19 – PROMOTIONS, VACANCIES, LATERAL TRANSFERS.....</u>	<u>55</u>
<u>ARTICLE 20 – LAYOFFS</u>	<u>56</u>
<u>ARTICLE 21 – GENERAL CONDITIONS.....</u>	<u>59</u>
<u>ARTICLE 22 – INFORMATION REQUESTS.....</u>	<u>62</u>
<u>ARTICLE 23 – LOCKOUTS AND STRIKES</u>	<u>63</u>
<u>ARTICLE 24 – AUTHORIZED AGENTS</u>	<u>63</u>
<u>ARTICLE 25 – SAVINGS CLAUSE.....</u>	<u>63</u>

ARTICLE 26 – AGREEMENT MODIFICATIONS 64
ARTICLE 27 – EFFECTIVE DATE, CONTRACT PERIOD AND CHANGES 64
APPENDIX 1 – SEVEN TESTS OF JUST CAUSE..... 65

PREAMBLE

This Agreement is made and entered in to by and between Spokane County, referred to as the Employer and Local 492-SO of the Washington State Council of County and City Employees - Council 2, affiliated with the American Federation of State, County and Municipal Employees, AFL-CIO, hereinafter referred to as the Union. All items shall be binding for both the Employer and the Union to this agreement.

ARTICLE 1 – PURPOSE

The purpose of this Agreement is:

- 1.1 To promote harmonious relations between the Employer and the Union;
- 1.2 To establish equitable uniform and peaceful procedures for the resolution of differences;
- 1.3 To discuss and establish reasonable rates of pay, hours of work, benefits and conditions of employment;
- 1.4 To promote the highest degree of efficiency, effectiveness and employee responsibility in the performance of work;
- 1.5 To enhance the general efficiency of Spokane County;
- 1.6 To eliminate as far as possible political considerations from policy;
- 1.7 To promote the morale, well-being and security of the employees;
- 1.8 To prevent interruptions of work and interference with the effective and efficient operations;
- 1.9 To provide a prompt, orderly and consistent method for handling and processing grievances; and
- 1.10 To set forth the complete Agreement of the parties.

ARTICLE 2 - WARRANTY OF AUTHORITY

The officials executing this Agreement on behalf of the Employer and the Union subscribing hereto are acting under the authority of RCW 41.56 to collectively bargain in good faith on behalf of the organizations which they represent.

ARTICLE 3 - PLEDGE AGAINST DISCRIMINATION

- 3.1 **Equal Application:** The provisions of this Agreement shall be applied equally to all employees in the bargaining unit without discrimination or coercion as to age, sex, marital status, race, color, creed, national origin, political affiliation, sexual orientation or disability. The Union shall share equally with the Employer the responsibility for applying this provision of the Agreement.
- 3.2 **Union Membership/Activities:** The County agrees not to interfere with the rights of employees to become members of the Union and there shall be no discrimination, interference, restraint, or coercion by the Employer/ representative(s) against any employee because of Union affiliation or Union activities.
- 3.3 **Responsibility:** The Union recognizes its responsibility as bargaining agent and agrees to represent all employees in the bargaining unit without discrimination, interference, restraint or coercion.

ARTICLE 4 - UNION RECOGNITION AND BARGAINING UNITS

- 4.1 **Locals Represented:** The Employer recognizes Local 492-SO, Council 2, AFL-CIO, to be the sole and exclusive bargaining agent for all matters of wages, hours and working conditions over which the Employer is obligated by law to collectively bargain with respect to the employees in positions within the respective bargaining units represented by the Union as identified in the appendices and the departments identified in the appendices.
- 4.2 **Supervisors Covering a Shift**

Nothing in this agreement shall be construed to diminish the County's right to have non-bargaining unit employees, supervisors, or other non-bargained for employees from performing bargaining unit work for the purpose of instruction, experimentation, correcting work difficulties, relieving employees for short periods of time, emergency situations, or in the interest of productivity, efficiency, and quality. The County will not, however, use non-bargaining unit employees to replace unit employees.

ARTICLE 5 - UNION SECURITY

5.1 Union Security

The Employer recognizes the Washington State Council of County and City Employees, AFSCME, Council 2 and its affiliated locals (hereinafter the Union) as the sole and exclusive bargaining representative in all matters concerning wages, hours, and other conditions of employment for all employees described in the recognition clause.

Further the County recognizes the provisions and requirements of RCW 41.56 concerning wages, hours, and working conditions. It is the right of Council 2 to represent one or all of its members concerning all contract issues and disputes. The County and its Administrators agree not to interfere with the right of its employees to become members of Council 2. The County also agrees not to discriminate, interfere, coerce or threaten in any manner any of Council 2's membership or representatives because of their affiliation or activity with this organization.

For current Union members and those who choose to join the Union, the Employer shall deduct once each month all Union dues and fees uniformly levied and shall continue to do so for such time and on conditions set forth in the authorization for payroll deduction regard less of the employee's continued membership in the Union. The Employer shall transfer amounts deducted to Council 2. Authorizations for Payroll Deduction and Representation are valid whether executed in writing or electronically.

Upon receipt of the employee's written authorization, the Employer will deduct from the employee's salary an amount equal to the dues required to be a member of the Union. The Employer will provide payments for the deductions to the Union at the Union's official headquarters each pay period.

Forty-five (45) calendar days prior to any change in dues, the Union will provide the Human Resources Department and Payroll Department, the percentage and maximum dues to be deducted from the employee 's salary.

The Employer shall provide an electronic copy of the Authorization for Payroll Deduction and Representation form via email to C2everett@council2.com within ten (10) calendar days of the employee executing the document. The Union shall provide the Employer proof (a written or electronic copy of the Authorization for Payroll Deduction and Representation form) via email to AuditorPayroll@spokanecounty.org within ten (10) calendar days of the employee executing the document. The Employer shall provide to the Union monthly a complete list of all bargaining unit members that includes Employee name, work address, home address, work phone, work email, year of birth, hire date in current

bargaining unit, job classification, department, hours worked and monthly base wage.

If the Employer is provided a written Authorization for Payroll Deduction and Representation form by the employee, the Employer shall provide to the Union, a copy of the authorization via email that shall be sent to C2everett@council2.com within ten (10) calendar days of receiving the authorization.

The Union shall provide to the County, proof (written or electronic) of the Authorization for Payroll Deduction and Representation form via email that shall be sent to AuditorPayroll@spokanecounty.org within ten (10) calendar days of the employee exercising this authorization.

Union payroll authorization forms are valid whether paper or electronic and the Employer and the Union shall maintain their copies of the Union's Authorization for Payroll Deduction and Representation forms in secure locations that are available for review by either party upon request.

An employee may revoke his or her authorization for payroll deduction of payments to the Union by written notice to the Employer and the Union in accordance with the terms and conditions of their signed authorization form. If the Employer determines that it appears that the employee has revoked his or her authorization for payroll deduction in accordance with the terms and conditions of their signed authorization card, every effort will be made to end the deduction effective on the first payroll period following their revocation, and not later than the second payroll period. The Union has the right to challenge any employer action to revoke a dues deduction authorization by filing a grievance under the collective bargaining agreement grievance procedure.

5.2 Definitions

5.2.1 **Regular Employee:** An employee who has successfully completed their probationary period.

5.2.2 **Full Time Employee:** A regular employee who regularly works a minimum of 37.5 hours per week.

5.2.3 **Percentage Employees:** An employee who regularly works less than 37.5 hours, but 50% or more of the regular full time.

ARTICLE 6 – UNION / MANAGEMENT RELATIONS

- 6.1 **Statement:** All collective bargaining with respect to wages, hours, and general working conditions covered under this agreement shall be conducted by authorized representatives of the Union and authorized representatives of the Employer.
- 6.2 **Agreements:** Agreements reached between the parties to this Agreement shall become effective only when signed by designated representatives of the Union and the Employer.
- 6.3 **Employer Authority:** Except as modified by this Agreement, the Employer retains all rights of management, which, in addition to all powers, duties and rights established by constitutional provision or statute, will include but not be limited to, the right to:
- A. Determine the Employer's functions, programs, organizational structure and use of technology;
 - B. Determine the Employer's budget and size of the agency's workforce;
 - C. Direct and supervise employees;
 - D. Take all necessary actions to carry out the mission of the county and its agencies during emergencies; in accordance with Article 13.
 - E. Determine the Employer's mission and strategic plans;
 - F. Establish work schedules and starting times;
 - G. Establish work performance standards, which include, but are not limited to, the priority, quality and quantity of work;
 - H. Establish, allocate, reallocate or abolish positions, and determine the skills and abilities necessary to perform the duties of such positions
 - I. Select, hire, assign, reassign, evaluate, retain, promote, demote, transfer, and temporarily or permanently lay off employees, in accordance with this agreement and supplemental agreements;
 - J. Determine, prioritize and assign work to be performed;
 - K. Determine the need for and the method of scheduling, assigning, authorizing and approving overtime; in accordance with Article 15
 - L. Determine training needs and methods of training;
 - M. Suspend, discharge and/or take other disciplinary actions, in accordance with Article 16

- 6.3.1 The employers will provide the union(s) with official written notice of their intent to make changes that fall within the terms of Article 6.3. This notice will provide the union(s) with the intended changes and target implementation date but will be no less than two (2) weeks prior to the target implementation date.

This two (2) week period is provided as a comment period for the unions(s) to meet with the employer, make comments/suggestions or negotiate if applicable. The Union and Employer recognize that a timely resolution is in the interest of all parties. All efforts shall be made to resolve issues in a timely manner. Time frames may be extended by mutual agreement.

- 6.3.2 Nothing in section 6.3.1 is intended as a requirement, prohibition or waiver as to the rights of the Employer or Union as set forth of this agreement.

6.4 Labor Management Committee:

- 6.4.1 It is mutually agreed that a Committee from the Union and a Committee from the Employer shall conduct regular Labor/Management meetings for the purpose of resolving problems that may arise and to promote a cooperative climate of Labor/Management relations. Meetings shall be conducted every other month if needed, but not less than quarterly.

- 6.4.2 The two (2) Committees shall be comprised of members from the Union and members representing Management. Additional persons may be invited to participate by mutual agreement. Meeting agendas will be prepared in case and submitted in advance of each meeting unless otherwise agree.

- 6.4.3 Paid time for attending Labor Management meetings will stop at the end of the employee's regular work schedule time and overtime will not be paid if the meeting extends beyond the employee's regular work schedule time unless overtime or flex time is mutually agreeable.

ARTICLE 7 - UNION ACTIVITIES / FUNCTIONS / BUSINESS

- 7.1 Notice and Authorization of Union Representatives: The Union agrees to provide an updated list to elected officials, department heads and Human Resources of who is authorized to represent the Union in any matters outlined in this article. An "authorized representative" is one who is appointed or elected by their Local Union. Prior supervisor approval shall be obtained whenever possible for absences from the workplace. Such approval shall not be unreasonably withheld. Absences from the workplace of 15 minutes or more for Union activities/functions shall be documented by use of a leave slip.

7.2 Types of Activities

7.2.1 The Employer agrees that during working hours, on the Employer's premises and without loss of pay, authorized Union representatives shall be allowed to consult with the Employer, his/her representative(s), Local Union officers, other authorized Union representatives or members concerning contract questions and problem solving in an effort to resolve issues at the lowest possible level. The Union agrees to first receive the approval from their appropriate elected official, department head or designee who may deny the request pursuant to Article 7.1 above and agrees to carry out these activities at times which are the least disruptive to the workplace.

7.2.2 The Employer agrees that representatives of the American Federation of State, County and Municipal Employees, whether Local Union representatives, State Council representatives, or international representatives shall upon notification to the elected official/department head or designee, have full and free access to the premises of the Employer at any time during working hours to conduct Union activities, without disrupting the regular functions of the department.

7.2.3 Examples of Union activities are as follows:

7.2.3.1 Process grievances;

7.2.3.2 Participate in PERC hearings as a direct participant, i.e. as a witness, shop steward and/or president of the Local involved. Notification will be given to the department of those requested to attend. Witnesses are those people who are testifying or about to testify at the PERC hearing;

7.2.3.3 Attend Labor/Management meetings in accordance with Article#6

7.2.3.4 Attend negotiation meetings;

7.2.3.5 Distribute Union literature;

7.2.3.6 Transmit communications, authorized by the Local Union or its officers, to the employee, Employer or his/her representative(s).

7.3 **Union Functions:** The Employer agrees to grant authorized Union representatives time off with pay, not to exceed an accumulative total of ten (10) working days per bargaining unit in any calendar year to attend or represent the Union at Union functions.

7.3.1 To ensure adequate staffing, no more than one (1) member in a work unit will participate in a Union function at one time. A "work unit" shall be defined as a group of employees who answer to a common supervisor. If staffing allows, an additional person from the same work unit may attend by mutual agreement. Exceptions to the above limitations can be made by mutual agreement.

7.3.2 Example of functions are as follows:

7.3.2.1 Union Conventions;

7.3.2.2 Council 2 Executive Board Meetings/Training

7.3.2.3 Other functions that management agrees are beneficial to the County

7.4 **Union Business:** The Union agrees to conduct Local Union business at times other than normal county business hours. Examples of Local Union Business are as follows:

7.4.1 General membership meetings

7.4.2 E-Board meetings

7.4.3 Elections

7.5 **Union Activities on Employer's Time and Premises**

7.5.1 The employer agrees that during working hours, on the employers' premises, and without loss of pay, Union representatives shall be allowed to:

7.5.1.1 Post Union notices.

7.5.1.2 Attend negotiation meetings with the approval of the supervisor.

7.5.1.3 Transmit communications, authorized by the local Union or its officers to the employer or their representative.

7.5.1.4 Consult with the employer, their representative, local Union officers, or other Union representatives concerning any provisions of this Agreement, by first receiving the approval of their immediate supervisor.

ARTICLE 8 – HOLIDAYS

****One additional floating holiday, in recognition of Juneteenth, will be added beginning in 2023 for all employees of this bargaining unit. The number of the floating holidays listed in Article 8.1.8 and Article 8.4 below are the new number of floating holidays beginning in 2023.**

FORENSICS AND CRIME ANALYST ONLY

8.1 **Paid Holidays**

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

8.1.1 New Year's Day (January 1st)

- 8.1.2 Memorial Day (Last Monday in May)
- 8.1.3 Independence Day (4th of July)
- 8.1.4 Labor Day (First Monday in September)
- 8.1.5 Thanksgiving Day (Fourth Thursday in November)
- 8.1.6 Day after Thanksgiving (Friday following Thanksgiving)
- 8.1.7 Christmas Day (December 25th)
- 8.1.8 In the event an employee who is entitled to six (6) paid personal holidays under this paragraph terminates, his/her entitlement to personal holidays shall be calculated as follows:
 - 8.1.8.1 Employees terminating between January 1st and March 31st shall be entitled to one (1) personal holiday;
 - 8.1.8.2 Employees terminating between April 1st and June 30th shall be entitled to two (2) personal holidays;
 - 8.1.8.3 Employees terminating between July 1st and September 30th shall be entitled to three (3) personal holidays;
 - 8.1.8.4 Employees terminating on or after October 1st shall be entitled to six (6) personal holidays.

8.2 New Hired Employees

- 8.2.1 New employees hired during a calendar year shall earn: two (2) personal holidays if on the payroll between the 1st and 15th of January; two (2) personal holidays if on the payroll between the 1st and 15th of April; one (1) personal holiday if on the payroll between the 1st and 15th of July; and one (1) personal holiday if on the payroll between the 1st and 15th of October.

SUPPORT STAFF ONLY

8.3 **Paid Holidays**

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

- 8.3.1 New Year's Day (January 1st)
- 8.3.2 Independence Day (4th of July)
- 8.3.3 Labor Day (First Monday in September)

8.3.4 Thanksgiving Day (Fourth Thursday in November)

8.3.5 Christmas Day (December 25th)

8.4 In addition to the above paid holidays, full-time employees on the payroll December 31st of the previous year shall be entitled to eight (8) personal holidays per calendar year. Each employee shall select the days on which the employee desires to take the personal holidays subject to the approval of the employee's supervisor. A personal holiday shall consist of the number of hours the employee is regularly scheduled to work at the time the personal holiday is taken.

8.4.1 New employees hired during a calendar year shall earn

8.4.1.1 Eight (8) personal holidays if on the payroll on or between the 1st and 15th of January;

8.4.1.2 Six (6) personal holidays if on the payroll on or between the 1st and 15th of April;

8.4.1.3 Four (4) personal holidays if on the payroll on or between the 1st and 15th of July and,

8.4.1.4 Two (2) personal holidays if on the payroll on or between the 1st and 15th of October.

8.4.2 In the event an employee who is entitled to eight (8) paid personal holidays under this paragraph terminates, their entitlement to personal holidays shall be calculated as follows:

8.4.2.1 Employees terminating on or between January 1 and March 31 shall be entitled to two (2) personal holidays.

8.4.2.2 Employees terminating on or between April 1 and June 30 shall be entitled to four (4) personal holidays.

8.4.2.3 Employees terminating on or between July 1 and September 30 shall be entitled to six (6) personal holidays.

8.4.2.4 Employees terminating on or after October 1 shall be entitled to eight (8) personal holidays.

ALL EMPLOYEES

8.5 Employees who have used more than the personal holidays specified in this paragraph at the time of termination shall have the excess days deducted from their final pay. Personal holidays not used in the calendar year earned shall be forfeited.

- 8.6 Eligible employees shall receive one (1) day's pay for each of the holidays listed above on which they perform no work, provided the employee is not on an authorized leave of absence without pay.
- 8.7 Holidays falling on a Saturday shall be observed on the preceding Friday and holidays falling on a Sunday shall be observed on the following Monday. For shift employees, holidays shall be observed on the day on which they occur. Shift employees are those whose regular work schedules include Saturday and/or Sunday. Non-shift employees are those whose regular work schedules do not include both Saturday and Sunday.
- 8.8 If an employee works on any of the holidays listed above, they shall be paid the following premium rate in addition to their holiday pay:
- 8.8.1 Time and one half (1 ½) the regular hourly rate will be paid for hours worked on a regularly established shift.
- 8.8.2 Double time (2 times) the regular hourly rate will be paid for hours worked in excess of the regularly established shift.
- 8.8.3 In the event the parties establish alternative daily work shifts, time and one half (1 ½) the hourly rate will be paid for all the hours of the alternative daily shift worked on the holiday. Double time (2 times) will be paid for all the hours worked in excess of the alternative daily shift.
- 8.9 If the designated holiday falls on an employee's regular day off, the employee will receive eight (8), nine (9) or ten (10) hours pay, depending on regularly scheduled work hours, in addition to their regular pay or be given the preceding or following workday off.
- 8.10 Personal holidays must be used in the calendar year in which they were earned and cannot be carried over into the next year. Personal holidays which have not been taken shall not be paid off. When an employee requests time off, they can use personal holidays or PTO hours, whichever they decide.
- 8.11 Employees shall be eligible for holiday pay under the following conditions: The employee would have been scheduled to work on such day if it had not been observed as a holiday unless the employee is on layoff or sick leave.
- 8.12 Eligible employees who perform no work on a holiday shall be paid their current hourly rate of pay times the number of hours in their regular workday.
- 8.13 In addition, any other day so designated as a one-time holiday by the Governor of the State of Washington, or the President of the United States shall be recognized and observed as a one-time event. Should an additional perpetual holiday be declared, the parties agree to meet and negotiate the impact of the holiday on the bargaining unit. If an employee is requested to work on the one-time, non-recurring holiday, they will receive the holiday pay plus paid time off at a later date for all hours actually worked on the one-

time, non-recurring holiday.

ARTICLE 9 – PAID TIME OFF

9.1 PTO Uses:

1. PTO may be used for scheduled or unscheduled absences. Scheduled absences require approval from a supervisor prior to utilization of PTO. Unscheduled absences require that the employee adhere to appropriate notification requirements.
 - a) Scheduled absences (for example: preventative care medical/dental appointments, family functions, recreational activities/vacations) require prior written approval. Scheduled absence requests should be submitted for approval two (2) weeks prior to absence, or as soon as reasonably possible. Approvals for scheduled absences are at the supervisor's discretion based on the business needs of the department but will not be unreasonably withheld. In cases of duplicate requests for a scheduled absence outside an annual bidding process, approval will be on a first come, first considered basis. For those departments that follow an annual bidding process, department seniority shall prevail.
 - b) Unscheduled absences (for example emergencies of calling in before a scheduled shift due to an illness or injury of the employee or an immediate family member). The employee must notify the Sheriff or their designee as soon as reasonably possible, in accordance with department notification procedures.
2. Employees may use PTO for domestic violence, sexual assault or stalking incidents, including:
 1. Seeking legal or law enforcement assistance or remedies to ensure the health and safety of employee's and their family members including, but not limited to, preparing for, or participating in, any civil or criminal legal proceeding related to or derived from domestic violence, sexual assault, or stalking.
 2. Seeking treatment by a health care provider for physical or mental injuries caused by domestic violence, sexual assault or stalking or attending health care treatment for a victim who is the employee's family member
 3. Obtaining, or assisting the employee's family member(s) in obtaining services from: a domestic violence shelter; a rape crisis center; or a social services program for relief from domestic violence, sexual assault or

stalking.

4. To obtain, or assist a family member in obtaining, mental health counseling related to an incident of domestic violence, sexual assault or stalking in which the employee or the employee's family member was a victim of domestic violence, sexual assault or stalking.
 5. Participating, for the employee or the employee's family member(s) in: safety planning; or temporary or permanent relocation; or other actions to increase the safety from future incidents of domestic violence, sexual assault, or stalking.
3. PTO may be used due to a closure of the employee's child's school/place of care by order of a public official for any health-related reasons; in the case of an exposure to a contagious disease where on-the-job presence of the employee would jeopardize the health of others; when a medical condition requires use of a legally prescribed drug that impairs job performance or safety

9.2 **Accrual Rates:**

Any gaps in service will be treated as follows; if rehired/recalled within eighteen (18) months (in case of layoff) and if 25% of CAT has not been paid out, the CAT account balance will be reinstated. For calculation of years of service for PTO accruals, years of service will be bridged with prior service after a rehire/recall from layoff if prior service was at least five years and the recall/rehire was within three years of separation. All time in an unpaid status will reduce years of service. If separation from County is not as a result of layoff, the above treatment for gaps in service will only apply if rehired within 30 calendar days of separation. Because an employee's PTO balance is cashed out upon separation from employment, there are no leave hours, aside from a CAT account balance (if applicable), to reinstate upon rehire.

*****Rest of this page left intentional blank*****

9.2.1 Accrual of PTO hours are at the following rates:

Years of Service	8.0 Hour Rate		8.0 Hour Rate Max Hours Annual Rollover
	Hours Per Month	Hours Per Year	
Less than 1 year	14.00	168.00	336.00
1 year but less than 2 years	14.40	172.80	345.60
2 years but less than 3 years	14.80	177.60	355.20
3 years but less than 4 years	15.20	182.40	364.80
4 years but less than 5 years	15.60	187.20	374.40
5 years but less than 10 years	16.00	192.00	384.00
10 years but less than 15 years	18.00	216.00	432.00
15 years but less than 20 years	20.00	240.00	480.00
20 years but less than 25 years	22.00	264.00	528.00
25 years or more	24.00	288.00	576.00

9.2.2 Newly hired employees will start to earn PTO time at the rate of 14.00 hours per month as of the 1st of the month nearest their date of hire. Employees hired on or before the 15th of the month shall receive credit for the full month. Employees hired after the 15th of the month shall not receive credit for that month. Employees separating from service after the 15th of the month will receive credit for the full month.

9.2.3 Employees must be in a paid status for any portion of their scheduled workdays during the month to earn credit for PTO time.

9.2.4 Percentage employees will accrue PTO time on a pro-rated basis.

9.3 Requesting PTO Time:

Employees can use PTO as it is earned.

9.3.1 PTO time can be taken in no less than ¼ hour increments.

9.3.1.1 Annual leave shall normally be granted at the time requested by the

employee. If the nature of the work makes it necessary to limit the number of employees on PTO at the same time, the employee with the most seniority shall be given his/her choice of PTO leave period. In the event of any conflict over PTO leave periods, however, a senior employee shall not be allowed to take more than twenty (20) days' PTO leave during such period

9.3.1.2 Bidding for PTO Leave: PTO leave shall be posted for bid within an applicable department or sub-department no later than March 31. A PTO annual leave schedule shall then be posted. All requests thereafter shall be on a first come - first served basis. If an employee chooses to break up his/her vacation, he/she shall have his/her choice based on seniority for his/her first bid only.

9.3.1.3 An employee whose scheduled PTO is canceled by the County due to unusual workload requirements will be given priority in rescheduling their PTO time.

9.4 **Unauthorized absences** include two types:

9.4.1 Excessive Use: Unauthorized absence is when PTO and CAT accounts are depleted (CAT account considered depleted for this unauthorized absence if CAT account is not accessible because of short absence) or after four (4) unscheduled PTO absences/occurrences (fifth occurrence not number of days) in the prior 12 months. For these types of unauthorized absences, the supervisor will follow progressive discipline (counseling, oral reprimand, written reprimand, suspension, termination).

9.4.2 Abandonment: Unauthorized absence is when employee fails to notify supervisor of an absence (for example: leaving work during assigned shift without notice/approval, failure to report to work without notice/approval, failure to follow-up/update supervisor of ongoing absence). These types of unauthorized absences are subject to disciplinary procedures as referenced in this Agreement.

9.5 **Holiday During PTO Period:** If a holiday occurs during the calendar week in which a vacation day is taken by the employee, such holiday shall not be charged to the employee annual leave

9.6 **Working During PTO Period:** Working during PTO Period: an employee who is required to return from vacation and does work during their PTO period shall be paid for regular hours at a rate of time and one-half (1-1/2) their regular rate. Any employee may return to work at the request of the Employers but shall have the option to refuse without any threat of discrimination. In addition, the employee's PTO (with pay) shall be rescheduled to any future period the employee may request. Non-refundable expenses made toward pre-approved vacation plans that are aborted or postponed due to work requirements will be

reimbursed up to the actual verified loss. The non-refundable expenses may include, but are not limited to: prepaid travel tickets, rentals, and reservations with cancellation penalties and must be verified with documentation.

9.7 Cap/Maximum Accrual:

The maximum number of PTO hours an employee may rollover from one PTO accrual year to the next cannot exceed two (2) times the employee's annual accrual rate (see accrual rate chart).

9.8 CAT (Catastrophic) Account:

9.8.1 The CAT account is the remainder of the sick leave account after conversion to PTO.

9.8.2 CAT accounts may be used when an employee, spouse, children (biological, adopted, foster, step, legal ward or legal dependent), parent, grandparent, parent-in-law, or legal dependents in the employee's household and dependent upon the employee for support incurs an illness, injury, or disability which renders such employee unable to perform the duties of their employment for longer than five (5) working days per condition. Employee is required to contact their immediate supervisor and Human Resources to apply for FMLA or other benefits/ conditions (including the CAT account) that may apply as a result of illness, injury or disability. Intermittent leave under the FMLA can constitute one condition if one serious health condition. Spokane County Risk Management and/or HR may require a release to return to work for employee medical absences.

9.8.3 Employees must first use a minimum of five (5) working days of PTO per condition before accessing their CAT account. The five (5) working days are not required to be consecutive.

9.8.4 Employees who are eligible to access and have a balance in their CAT account, will have the option of using CAT hours in lieu of PTO hours, once the five (5) working day minimum is met.

9.8.5 CAT account is non-renewable and will be established at conversion only. Additional hours/days cannot be added. Once the CAT account is exhausted, it cannot be utilized again, except:

The CAT account may be used for an L & I covered illness, and "bought back" if specific requirements are met.

9.9 Annual PTO Cash Out/Incentives:

9.9.1 Employees must have five (5) years of continuous service in a benefited position with Spokane County prior to their request for cash out.

- 9.9.2 Employees will have the option once per calendar year to cash out hours in their PTO bank above the required minimum balance of 160 hours.
- 9.9.3 Employees who take 80 hours of PTO in the prior 12 calendar months may cash out up to 80 hours once per calendar year, or twice a year up to 40 hours each cash out, in ¼ hour increments
- 9.9.4 Employees with direct compensation (wages, longevity, cell phone or other additional wage items) equal to or more than the current Social Security Old-Age, Survivors, and Disability Insurance (OASDI) benefit base, are not eligible for a PTO cash out in any form (cash or deferred compensation). This annual limit is updated yearly by the Social Security Administration and is referenced at <http://www.socialsecurity.gov/OACT/COLA/cbb.htm>.
- 9.9.5 Employees may select their cash out in one of the two following methods:
 - A. Additional cash included in their paycheck.
 - B. Direct payment to their 457 Deferred Compensation Account. The employee must be currently enrolled in a Spokane County sponsored deferred compensation program. Forms are required to make a one-time contribution; contact Human Resources for the necessary paperwork.
- 9.9.6 Requests to cash out must be submitted in writing using Human Resources approved form by the 1st of the month for payment on the 15th payroll. Because accruals occur at the end of each month, absolutely no cash outs will be made on the last payroll of the month.
- 9.10 **Separation from Service:**
 - 9.10.1 Upon separation from service for any reason, employees will be cashed out at 100% of their PTO balance, to a maximum of the annual rollover amount (will vary depending upon each employee's years of service and respective accrual rates at the time of separation).
 - 9.10.2 Upon separation from service for any reason, only employees 55 years of age or older with 15 years or more of continuous service with Spokane County will be cashed out at 25% of their CAT balance to a VEBA.
- 9.11 Conversion From PTO to Sick Leave/Vacation Leave/Personal Holiday Schedule:
 - 9.11.1 A change in position may require an employee to convert back from the PTO plan to the sick leave/vacation leave/personal holiday schedule, Conversion back to the sick leave/vacation leave/personal holiday schedule will occur as follows:
 - A. The balance of the CAT account will be converted to sick leave. If the CAT

account is zero, then the employee will start with a zero sick leave balance.

- B. All PTO hours will be converted to vacation.
- C. Personal Holiday hours will be added at the beginning of the next calendar year.

9.12 Other Benefits/Programs

1. Employees on the PTO Plan are not eligible to receive or donate time Shared Leave
2. Short Term Disability (STD):
 - i. STD has a benefit waiting period of 60 calendar days from the date of the disability. STD benefits end when Long Term Disability (LTD) benefits begin.
 - ii. STD will pay sixty percent (60%) of an employee's basic monthly gross earnings in effect at the time they become disabled and provide a monthly STD income payment. Payroll related taxes and other benefit contributions monthly STD income payment.
 - iii. For complete STD plan information and requirements, contact Human Resources.
3. Long Term Disability (LTD):
 - i. LTD has a benefit waiting period of 180 calendar days from the date of the disability.
 - ii. LTD will pay sixty percent (60%) of an employee's basic monthly gross earnings in effect at the time they become disabled and provide a monthly LTD income payment. Payroll related taxes and other benefit contributions (i.e., medical, dental, life insurance, retirement) are not deducted from the monthly LTD income payment.
 - iii. For complete LTD plan information and requirements, contact Human Resources.
4. Labor and Industries (L & I) Leaves:
 - i. Employees will have the option of using CAT, PTO or leave without pay for approved L & I leaves
 - ii. Employees must first use CAT time if it is available. PTO and CAT hours are eligible for buy back in accordance with Workman's Comp statutes and County policy. If no CAT hours are available, PTO time or leave without

pay may be used.

- iii. Employees must authorize in writing of their desire to use CAT and/or PTO time as a buy-back option versus straight time-loss option.
 - iv. Monthly income payment is determined by L & I. Contact the Risk Management Department for information and requirements.
5. Family and Medical Leave Act (FMLA):
- i. Employees who have an illness or injury requiring them to be absent for three (3) working days or longer per condition, should contact Human Resources to discuss FMLA or other benefits/conditions (including the CAT account) that may apply as a result of their time off. Spokane County Risk Management and/or HR may require a release to return to work for employee medical absences.

9.13 Conversion From Current Plan to PTO:

- 1. Conversion will occur as negotiated and adopted by the Board of County Commissioners.
- 2. Vacation hours will be converted hour for hour
- 3. Sick leave from an employee's current balance will be credited up to 64 hours (for 40 hours per week) in the PTO bank. Remaining sick leave hours will be placed in a catastrophic (CAT) account.
- 4. If the combination of vacation, personal days and 64 hours sick leave exceeds the PTO rollover cap, excess PTO will be cashed out down to the cap.

9.14 Conversion from PTO to Sick Leave/Vacation Leave/Personal Holiday Schedule:

- 1. A change in position may require an employee to convert from the PTO plan, back to the sick leave/vacation leave/personal holiday schedule.
- 2. Conversion back to the sick leave/vacation leave/personal holiday schedule will occur as follows:
 - a. The balance of the CAT account will be converted to sick leave. If the CAT account is zero, then the employee will start with a zero sick leave balance.
 - b. All PTO hours will be converted to vacation
 - c. Personal Holiday hours will be added at the beginning of the next calendar year.

- d. If vacation hours, after conversion, exceeds the maximum vacation accrual rate for the employee, the excess vacation will be cashed out down to the maximum.

9.15 **Retaliation**

An employer may not discriminate or retaliate against an employee for the lawful use of PTO as it relates to paid sick leave rights.

ARTICLE 10 - INSURANCE BENEFITS

10.1 **Medical Insurance**

10.1.1 The Employer agrees to provide at least two (2) medical plans of which there will be a minimum of one Preferred Provider (PPO) and a Health Maintenance Organization (HMO) plan.

10.1.2 The Employer's and Employees' premium share towards PPO or HMO medical, dental and vision plan will be based on the following percentages of the total cost of the coverage:

Employee	5%
Employee & Child(ren)	10%
Employee & Spouse	10%
Full Family	10%

10.1.3 Employee's monthly premium sharing costs will be set up to be paid with pre-tax dollars, the employees' monthly premium will be split over two pay periods in the month.

10.1.4 No provision for retiree medical plan.

10.1.5 The employer agrees that for the term of this agreement, the out-of-pocket maximums for the PPO & HMO plans will be as follows:

HMO - \$1,000 – Individual/\$3,000 – Family

PPO - \$2,000 – Individual/\$6,000 – Family

10.1.6 The employee agrees to maintain current deductible amounts of \$200.00 (HMO) and \$500.00 (PPO) for plan year 2023.

In the plan year of 2024, the employer agrees that it will not increase the deductibles by more than 25% over the current deductible amounts.

In the plan year of 2025, the employer agrees that it will not increase the deductibles by more than 25% over the current deductible amounts.

10.2 **Dental Insurance:**

The Employer agrees to provide two (2) dental plans of which there will be a minimum of one Preferred Provider Plan (PPO) and a Dental Maintenance Organization (HMO).

10.3 **Eligibility:**

10.3.1 For all new employees, medical and dental eligibility will begin based on the employee's hire date. If an employee is hired between the 1st and the 15th of the month, health insurance coverage will become effective the 1st of the month following their hire date. If an employee is hired between the 16th and the end of the month, health insurance coverage will become effective on the 1st of the month following the next month. (e.g. employees hire date is January 2 insurance is effective February 1. If an employee is hired on January 20, health insurance is effective on March 1).

10.3.2 No double coverage regarding medical and dental benefits for Spokane County employees.

10.3.3 Seasonal employees and rehires from layoff who are rehired between the 1st and 15th of the month, will be provided medical and dental benefit coverage effective on the 1st of the month following the date of rehire. If rehired between 16th and the end of the month, medical and dental benefit coverage will become effective on the 1st of the month following one month of continued employment. If Seasonal employee is not rehired immediately following the off season (takes a working season off) or if rehire from layoff is no longer eligible to be on the layoff list, these rehires must comply with 10.3.1.

10.3.4 Members who divorce their spouse or terminate Domestic Partnership must notify the employer within thirty (30) days of the date of the divorce/termination or may be subject to discipline under the terms of their respective CBAs.

10.4 **Life Insurance:**

The Employer agrees to provide and pay the full premiums for a \$25,000 Employee Life Insurance Policy effective April 1, 2018. Supplemental life insurance is available at the employee's option and eligibility. The expense of the supplemental insurance is that of the employee.

10.5 **Insurance Extension:**

Any employee eligible for sick leave and annual leave benefits, who is unable to resume the duties of his/her employment by the County because of proven illness or injury, shall, for a period of six (6) months after exhaustion of leave and annual leave benefits, continue to be provided the County contribution toward group insurance benefits.

10.6 **Unpaid Leave of Absence/Impact on Benefits:**

10.6.1 Employees must be in a paid status for more than one-half (1/2) of their scheduled workdays during the month to earn credit for paid leave time, benefits based on length of service, or premiums paid into a group insurance program.

10.6.2 Employees on an unpaid leave of absence will be allowed to continue their insurance benefits up to six (6) months by personally paying all premiums in accordance with procedures established by the County Auditor.

10.6.3 The provisions of the paragraph above shall not apply to employees on an unpaid leave of absence due to a compensable industrial accident.

10.7 **Affordable Care Act Taxes:**

The Parties agree to avoid health care benefits from being taxed (Cadillac Tax), assessed a fee or penalized by any State or Federal mandate regarding health care plans. The Parties agree that if the health care plans are projected, by a third-party consultant (insurance brokers), to be subjected to the Cadillac Tax, the County has the option of unilaterally eliminating the Flexible Spending Account /FSA} or unbundling Vision from the health care plans as measures to avoid the Cadillac Tax fees or penalties.

If the Parties health care plans are protected by a third-party consultant (insurance brokers), to be subjected to the Cadillac Tax, fees or penalties and plan design changes are necessary to avoid the Cadillac Tax, fees or penalties, Article 11.1 Medical/Dental will automatically open for negotiations.

10.8 **Paid Family & Medical Leave**

Employees covered under this agreement will pay the appropriate portion of the premium for the coverage under this leave act. The premium is 0.6% of gross monthly wages with approximately 73% paid by the employee and 27% paid by the employer (this rate is determined and subject to change by the State.).

10.9 **WA Cares Fund Long Term Care (LTC) Coverage**

Beginning July 1, 2023, Spokane County is required to deduct a new employee paid premium of \$0.58 per \$100 of earnings (this rate is determined and subject to change by the State) to fund the Long-Term Securities and Support Trust act through the WA CARES

fund. Employees were offered an opt-out of the program by providing verification of an approved long-term care policy and/or they meet one of the program exemptions. Employees must provide their exemption letter to the Human Resources department to be excluded from paying this premium.

ARTICLE 11 - HOURS OF WORK

11.1 Regular Hours:

- 11.1.1 The regular hours of work each day shall be consecutive except for interruptions for lunch period.
- 11.1.2 The normal work week shall be any consecutive seven (7) day period which shall include either: Five (5) consecutive eight (8) hour workdays and two (2) days of rest; or four (4) consecutive ten (10) hour workdays and three (3) days of rest, or a schedule of (9/80's). Either the days of work or the days off shall be consecutive within the work week. Changes in the work week specified herein shall be discussed and mutually agreed upon by designated representatives of the Union, the County, and the Office of the Sheriff.
- 11.1.3 Eight (8) consecutive hours of work, except for interruptions for a lunch period of a minimum of 30 minutes, nine (9) consecutive hours of work, except for interruptions for a lunch period of a minimum of 30 minutes or ten (10) consecutive hours of work, except for interruptions for a lunch period of a minimum of 30 minutes, shall constitute a workday. Employees may be required to stay at their work site during their lunch or break periods when requested or during emergencies.
- 11.1.4 All employees shall be scheduled to work on a regular work shift which shall be determined from time to time by management based on the needs of the work, and each shift shall have regular starting and quitting times except in emergencies. Employees may be required to report to their work site before the scheduled start time or stay after the scheduled quitting time
- 11.1.5 Except for emergency situations, work schedules will not be changed without giving the Union and the employee ten (10) working days advance notice. When the Employer has a need to change work schedules within the department, the department shall notify the Union to negotiate the effects of the proposed schedule change.
- 11.1.6 Normal work schedules showing the employee's shifts, workdays and hours shall be posted where needed two (2) weeks prior to shift change. Shift changes following a regular sequence of rotation need not be posted.
- 11.1.7 All employees' work schedules shall provide for a minimum of a 15 minute to a maximum of twenty (20) minute rest period during each one-half (1/2) shift.

11.1.8 Nothing contained in this Agreement shall be construed to limit management's authority to modify the hours of work or work week. The Union shall be notified of changes in the hours of work or work week that have significant impact on employees prior to their implementation.

11.2 **Paid Leave:** All paid leave shall be considered as hours worked.

11.3 **Probationers**

Probationers may be assigned shifts and days off by the Employer to ensure proper on-the-job training. Probationers' work week shall be consistent with this Article.

11.4 **Hours of Work-All members of the Forensic Unit**

11.4.1 The parties agree to the following:

No employee will be required to report for work without at least eight (8) hours rest between shifts except in the following situations:

11.4.1.1 Except in an emergency;

11.4.1.2 When declared at the Sheriffs, or designee's, discretion;

11.4.1.3 When necessary to investigate or resolve an ongoing, planned or emergent operation; or

11.4.1.4 upon mutual consent of the employer and employee;

11.5 **Work Shift**

All employees shall be scheduled to work on a regular work shift, and each shift shall have regular starting and quitting times, except in emergencies. Normal work schedules showing the employee's shift, workdays, and hours shall be posted (where needed) two (2) weeks prior to any shift change. Employees, who have been called out prior to the start of their regular shift and continue working into their regularly scheduled shift, may request early release prior to the end of their regular shift time. Such release must have prior approval of the employee's supervisor

11.6 **Day Light Savings**

Employees whose work shift is extended by one (1) hour in the fall shall be paid for the additional one (1) hour. In the spring due to the time change, affected employees will either remain at work the additional hour or use one (1) hour of comp time or PTO upon mutual agreement between the employee and the employer. The provisions of Article 15.9.5.1 shall not apply in this instance. Overtime shall be paid for actual time worked.

11.7 **Alternative Work Schedule**

Work schedules are defined in two-week blocks of time. Each schedule will consist of eight 9-hour days and one 8 hour day or four 10 hour days with three days off. Employees are allowed to participate but are not required.

11.7.1 Supervisor(s) will work out the schedule. Efforts will be made to accommodate preferences; however, first priority will be Unit coverage. If any conflicts occur; seniority will prevail. The Supervisor(s) or Employees may cancel the program at any time and revert to the conventional work schedule. A minimum two-week notice will precede any cancellation or changes.

11.7.2 PTO, personal holidays and comp time must be taken hour for hour. If any Employee is scheduled to work 9 hours, then 9 hours of time must be used.

11.7.2.1 Employees on the Alternative Work Schedule whose regular work day differs from the eight (8) hour day shall have their Holidays paid for as the number of hours in their actual work day.

11.7.2.2 If a Holiday falls on an Employees scheduled day off the Employee may have the working day following or working day previous to the holiday off. Exceptions must be approved by the Supervisor(s).

ARTICLE 12 - LEAVES OF ABSENCE

12.1 **Types of Leaves**

12.1.1 **Civic Duty**

Spokane County Civil Service and/or Sheriff Office Exams: When Spokane County Civil Service and/or Sheriff Office examinations fall within the employee's normal work shift, time off with pay shall be granted to take these examinations when the shift supervisor receives seven (7) calendar days advanced notice from the employee.

12.1.2 **Jury Duty**

Leave shall be allowed by the head of a department to permit an employee to serve as a member of a jury. Each employee who is granted such leave and receives any compensation, shall be paid by the Employer for the time he/she is absent only in the amount of the excess of his/her regular salary over the compensation received for such jury duties. The Employer may request the court to excuse or defer him/her. In the event an employee reports for jury duty and is released by the court they must report to their immediate supervisor as soon as possible during the day they are released.

12.1.3 **Court Appearance**

Leave with pay will be authorized for employees required to appear in court only if they are not a party to the action and it is work related.

12.1.4 **Voluntary Civic Duties**

Leave may be allowed by the head of a department to permit an employee to exercise his/her voluntary civic duties. Such leave maybe without pay.

12.1.5 **Military**

The Employer agrees to grant military leave in accordance with State and Federal law for a period not exceeding twenty-one (21) working days during each beginning October 1 and ending the following September 30th each year.

12.1.6 **Educational**

Full time employees, at the Employer's option, may be granted paid leaves for job related educational and training purposes -not to exceed one (1) accumulative month in any calendar year -to attend conferences, seminars, briefing sessions, or other functions of a similar nature that are intended to improve or upgrade the individual's skill or professional ability. Mandatory training, certifications and licenses required by the job shall be negotiated in this agreement.

12.1.7 **Maternity Leave**

The Employers agree to grant maternity leave in accordance with State and Federal laws.

12.1.8 **Family Leave**

In accordance with the provisions of RCW 49.12 and any other State and Federal law, the Employer agrees to grant family leave. Employees shall have the option of using accumulated PTO or comp time while on family leave.

12.2 **Compensation for Absences Due to Widespread Emergency:**

12.2.1 If County offices have not been closed and individual employees are unable to report to work, or are permitted to leave early, such absences are to be charged to personal holiday time, PTO or accrued comp-time. If such accrued leave time is not available to that employee, such absence will be without pay.

12.2.2 Employees who are late arriving to work due to the current weather/road/emergency conditions may charge the time to accrued leave, take the time without pay, or make up the time for regularly schedule shift within two

(2) weeks. No overtime will be paid when the employee is making up the time. Time must be made up in the same week the lateness occurred.

12.2.3 In the event the Board, after consultation with the Sheriff, determines to close County operations and directs employees to go home, all but essential personnel shall be released, and they shall be paid for the time off the job. Such pay shall not be charged to PTO.

12.2.4 Any ongoing construction work is not considered an emergency under this article.

12.3 **County Activities:** Leave may be allowed by the Employer to permit an employee to interview and take examinations for County positions and may be allowed to serve on County committees during working hours without loss of pay.

12.4 **Bereavement Leave**

12.4.1 **Domestic Partner:** Members who have registered with the Secretary of State as a Domestic Partner and have a copy of the Washington State Certificate of State Registered Domestic Partnership in their personnel file.

12.4.2 **Bereavement Leave:** Bereavement leave entitles a member up to three (3) working days off with pay, not chargeable to PTO balance if a member suffers a death of a member of his/her immediate family as defined below. Bereavement leave in the case of a spouse or a child is allowed up to ten (10) working days.

In addition: Two additional working days may be authorized if travel time is needed for out-of-town funerals. To be considered out-of-town, the employee must travel more than one hundred and twenty-five miles outside of Spokane County.

Bereavement leave can be utilized over a six (6) month period after the death. If the employee requires additional bereavement time, they may request additional time off chargeable to compensatory time or PTO.

12.4.3 **Immediate family:** Shall be defined as follows: Spouse, State Registered Domestic Partner, parent, step-parent, child (biological, adopted, step or foster) regardless of age or dependency status, sibling, grandparent, grandchild, father-in-law, mother-in-law, brother-in-law, sister-in-law, daughter-in-law, son-in-law or a more distant relative if living as a member of the employee's immediate family.

ARTICLE 13 – CLASSIFICATION/RECLASSIFICATION

13.1 **Positions and Classification Specifications:**

13.2 Definitions

- 13.2.1 **Position:** Single job. A specific aggregate of duties and responsibilities assigned by department management to be performed by one employee within the Department.
- 13.2.2 **Classification:** One or more positions that are sufficiently alike with respect to duties and responsibilities to warrant using the same title, qualification requirements, descriptions/class specifications, job code number and pay grade in Appendix 1.
- 13.2.3 The County agrees to update the classification specifications when requested by a department in a timely manner and provide written notice to the applicable local union. The Union will have fourteen (14) working days from receipt of the notice to negotiate the impact of changes to the existing classifications. The parties may extend the time frames by mutual agreement.

13.3 Creation of New Classifications:

When the Department wishes to create a new classification within the bargaining unit Civil Service rules apply, the following procedure shall apply:

- 13.3.1 Management will fill out a Civil Service Classification/Reclassification form and submit it to the Civil Service Chief Examiner. The Union will be informed of this action.
- 13.3.2 The Civil Service Chief Examiner shall ascertain the duties and responsibilities of each position in the classified service. After analyzing this information and consulting with the appointing power, individual employees, groups of employees, or their representatives, The Chief Examiner shall prepare and submit to the Civil Service Commission a classification plan which shall group all positions in the classified service into classes based upon their duties and responsibilities. The classification plan shall include class specifications and shall set forth for each class of positions a class title, a statement of duties and responsibilities and a statement of the qualifications needed by applicants.
- 13.3.3 After the plan has been prepared by the Chief Examiner, it shall be submitted to the Civil Service Commission which shall review and approve such plan with or without amendment.
- 13.3.4 Once approved by the Civil Service Commission, the Board of County Commissioners and Human Resources designates the new classification salary, the Union shall have twenty (20) working days following receipt thereof to review the determination, and during this period request to negotiate the salary and the impact of implementation.

13.3.5 In the event that no agreement is reached, the union shall have the right to submit the issue to Step 3 (arbitration) of the grievance procedure.

13.4 Out of Class Pay: For temporary out of class assignments.

13.4.1 Out of class pay will not be authorized in any case if there is no position in the department/division in the classification for which out of class pay is being requested.

13.4.2 When an employee performs work at the request of their Supervisor/Department Head or designee in a classification above that in which the employee is normally classified, the employee shall be paid for such work at the rate assigned to the higher classified position at the step that results in at least a minimum of a 5% increase in pay. The employee must be performing the essential functions of the higher classification for two (2) or more hours to qualify for this pay.

13.4.3 The employee must meet the minimum requirements of the higher classification in order to be assigned the out of class, essential functions of the higher job classification. In the event the out of class assignment is expected to be temporary but is expected to exceed six (6) months, out of class assignments will be offered to employees based on seniority and ability. If no employee wants the assignment, management will assign the work in order of seniority. It will be made clear to those performing the work that the assignment is temporary and what the expected duration will be. If the selected employee is a current bargaining unit member, that employee's seniority within the bargaining unit will be continuous, un-interrupted and will continue to accrue during the time of the temporary assignment.

13.4.4 If the reason for the continuous higher classification work is due to the regularly assigned employee being on leave due to an extended injury or illness, the parties will meet to discuss the issue.

13.5 Reclassifications:

The Local Bargaining Unit, via the Union Staff Representative, may make requests to the Elected Official/Department Head and/or designee, along with Civil Service, to review up to three (3) individual positions per year, per local bargaining unit to see if the employee(s) are working outside of their classification. The Union must provide all evidence/documentation they believe would support their position at the time of the requested review.

If after review, Civil Service and/or Sheriff and/or designee agree that the employee is working outside of their classification, the following options may take place:

1. The Elected Official/Department Head and/or designee shall commence paying the employee out of class pay for performing these duties; or, they may immediately reassign the additional duties to the appropriate classification or,
2. If it is determined that there is a need for a higher-level position, a competitive examination will be conducted by Civil Service. The position will be posted for application for a minimum of two weeks and selections will be made based on placement on the eligibility list and the Rule of Five.

If after review of the Union's evidence/documentation, Civil Service and/or Sheriff and/or designee do not find that the employee is working outside of their current classification, no further action will be taken.

13.6 Pay Rate Upon Reclassification:

13.6.1 Reclassification to a higher classification:

If an individual position is reclassified with an incumbent employee in the classification and there is no competitive recruitment process, the employee shall be placed at the lowest step in the new range that provides at least 5%, over the rate of pay received immediately prior to the reclassification or at the minimum step of the new range, whichever is greater. The resulting increase cannot exceed the maximum step of the new range. The employee will receive a step increase twelve (12) months after the effective date of the reclassification. Subsequent step increases shall be at twelve (12) month intervals until the top step is achieved.

13.6.2 Reclassification to a lower classification:

If an individual position is reclassified with an incumbent employee in the position, the employee shall be "Y" rated. "Y" rating shall be defined as follows: An employee shall continue to receive compensation at their current rate if that rate is higher than that provided for their new classification/position. The employee will be considered ineligible for an increase in pay until an adjustment in the salary structure or a promotion to a classification with a higher salary range brings the employee's rate of pay within the established range for the position.

13.7 Pay Rate Upon Promotion:

A current regular employee who is promoted shall be paid at the step in the new range which represents at least a minimum of 5% over the rate of pay received immediately prior to the promotion or at the minimum step of the new range, whichever is greater, provided that such increase does not exceed the maximum step of the new range. If the promotion is a result of a competitive recruitment for a new or vacant position, the employee will receive a step increase six (6) months after the effective date of beginning the new job

assignment. Subsequent step increases shall be at twelve (12) month intervals until the top step is achieved.

13.8 Pay Rate Upon Demotion or Reduction:

13.8.1.1 An employee who is demoted/reduced shall be paid in the range for the lower classification at a rate that is closest to their rate prior to the demotion without exceeding the prior rate. Upon demotion, the existing anniversary date shall be eliminated and the date of such demotion shall be used to calculate the new anniversary date.

13.8.1.2 An employee who returns to their former classification during their probationary period following promotion shall be placed at the same step they held prior to the promotion and receive the same step date in the lower pay range as held before promotion, provided that adjustments shall be made to take into account any step increases which would have occurred had the employee not been promoted.

13.8.1.3 An employee who accepts a demotion/reduction or bidding to a lower classification, or a previous classification shall be placed in the step that causes the employee the least amount of financial loss.

13.9 Pay Rate Upon Transfer:

An employee who transfers from one position to another within the same classification or different classification within the same salary range, shall continue to receive the same rate of pay as before the transfer and retain their current step increase date.

Employees shall have the right to request re-evaluation utilizing the following procedures. In any case, an employee cannot be reclassified if they do not meet the minimum requirements of a position to which they are requesting reclassification to.

13.10 If there is disagreement between the employee and Sheriff or designee, Civil Service, and/or Human Resources regarding the content of the information on the Job Analysis Request, the reason for the disagreement will be discussed with the employee and the Union. The employee and Union will have ten (10) working days to address and revise the area(s) of disagreement. If the revised request is received by the end of the ten (10) working days, and if agreed to and approved, the effective date of the reclassification shall be the tenth (10th) working day after the request was initially submitted by the employee to the Sheriff and/or designee.

13.11 Wage/Range Adjustments for Existing Classifications:

In the event there is a recruitment or retention problem indicating the relative market value

of the classification may need reviewing, the Department, or Human Resources may request a job analysis and/or salary survey be conducted to determine the appropriateness of the salary even when there is no significant change in duties and responsibilities. In the event the results of that study indicate the salary needs adjusting, the parties agree to negotiate the salary and the impact of the adjustment on the affected employees.

13.12 **Administration of Rates of Pay:**

Administration of rates of pay shall be as follows:

No employee shall be paid at an hourly rate of pay less than the minimum nor more than the maximum pay salary range established for his/her job classification as set forth in the pay plan.

13.13 **Starting Rate Upon Initial Employment:**

13.13.1 New employees to Spokane County shall be appointed at a step within the pay range, in effect for the particular classification or position to which the appointment is made.

13.13.2 Advance step placement of new hires may surpass current employees' step placement in that classification only after the following have been considered:

13.13.2.1 **Work History** – the candidate has performed the work either as a long-term intern or in a like-kind position.

13.13.2.2 **Recruitment Difficulties** – the scarcity of qualified applicants, number of rejected job offers and the turnover rate for a position. An individual who possesses skills difficult to find in the labor market may be in higher demand and therefore may warrant consideration for advance step placement.

13.13.2.3 **Department Budget** – the requesting department must demonstrate their ability to pay the salary of the advance step placement. The placement must not result in additional budgetary impacts within the department.

13.13.2.4 **Existing Employees** – the candidate's work history and skill shall be compared to current employees in the same classification whose wages would be surpassed by the candidate.

13.13.3 The decision of advance step placement shall be at the Senior HR Director or designee's discretion and that decision shall be final and binding. Such decisions shall not be subject to the grievance process.

13.13.4 The Senior HR Director or designee shall notify the Union Business Representative of the Department's advance step placement when received and notify the Union Business Representative when a decision on the request has been made.

13.14 Pay Rate Upon Promotion:

A current regular employee who is promoted shall be paid at the step in the new range which represents at least a MINIMUM OF 5% over the rate of pay received immediately prior to the promotion or at the minimum step of the new range, whichever is greater, provided that such increase does not exceed the maximum step of the new range. If the promotion is a result of a competitive recruitment for a new or vacant position, the employee will receive a step increase six (6) months after the effective date of beginning the new job assignment. Subsequent step increases shall be at twelve (12) month intervals until the top step is achieved.

13.15 Pay Rate Upon Wage/Range Adjustments:

Classifications which are adjusted to a higher salary range shall have those affected retain their individual step to a maximum of ten percent (10%). Further, the affected employees shall retain their current step date unless otherwise negotiated and agreed to in writing.

13.16 Adjustments to the Anniversary Date (Step Adjustment Date):

The anniversary date for a step increase for an employee shall be adjusted under the following circumstances:

13.16.1 If an employee is returned to his/her former classification within a promotion probation period, the anniversary date held prior to such promotion shall be re-established.

13.16.2 When an employee returns from layoff and is reemployed in the same classification as originally held, the original anniversary date will be adjusted in accordance with County policies and procedures.

13.16.3 When an employee returns from layoff and is reemployed in a classification other than that originally held, the reemployment date shall be used to calculate the new step and longevity dates.

13.16.4 Unless protected by law, step dates and longevity dates will be adjusted for unpaid leave.

13.16.5 Step dates and longevity dates shall not be adjusted for paid leave.

ARTICLE 14 - WAGES

14.1 Compensation:

14.1.1 No employee shall be paid at an hourly rate of pay less than the minimum nor more than the maximum pay salary range established for his/her job classification as set forth in the pay plan (See Appendix 1).

- Effective September 16, 2022, all employees will be placed on the new wage scale for their classification closest to their current base hourly rate, without taking a pay decrease. After all employees are placed on the new wage scales, the wage scales will be increased by 3.00%. In addition, all employees who are at Step #12 or below after being placed on the new wage scale, will be advanced one step (i.e. an employee is mapped to Step #11, will be advanced to Step #12).
- Effective either January 1, 2023 or the first full pay period following January 1, 2023 (if normal pay has been implemented), the wage scales will be increased by 3.00%.
- Effective either January 1, 2024 or the first full pay period following January 1, 2024 (if normal pay has been implemented), the wage scales will be increased by 3.00%.
- Effective either January 1, 2025 or the first full pay period following January 1, 2025 (if normal pay has been implemented), the wage scales will be increased by 3.00%.

14.2 New Position:

When any position not listed on the Wage Schedule is established, which the parties have mutually agreed will be covered by the Collective Bargaining Agreement, or the PERC has determined is a bargaining unit position, the County may designate a job classification and pay rate for the position and will notify the Union in writing of the newly created position. Upon notification the Union shall have thirty (30) days to negotiate a change in classification and/or rate. In the event the Union still does not agree that the classification and/or rate is proper, the Union shall have the right to submit the issue as a grievance at Step 3 of the Grievance Procedure.

14.3 **Pay Period:** The salaries and wages of employees shall be paid semi-monthly.

14.4 Certification Compensation

Forensic Unit employees are eligible for certification compensation for possessing and maintaining Department certifications. Certification Compensation will be paid on a

monthly basis. The following certifications are approved for this compensation:

- A. Certified Latent Print Examiner (CLPE)
- B. Certified Crime Scene Investigator (any of three levels) (CCSI)
- C. Certified Forensic Computer Examiner (CFCE)
- D. Cellebrite Operator or Physical Analyst
- E. Firearms Examiner

14.4.1 Employees will receive one hundred and twenty-five dollars (\$125.00) for possessing one of the above certifications and two hundred fifty dollars (\$250.00) for possessing and maintaining two certifications subject to the provisions above.

14.4.2 The Department agrees to provide the necessary training costs for the employee as the training becomes available, subject to work restrictions. The Department and the employee will mutually agree to the training requirements. The Department will pay for the certification and recertification costs. The employee will be responsible to maintain the certification. Should a certification become invalid or expire the employee is required to immediately notify the Department.

14.5 **Training**

The Employer shall adhere to training standards as required by law. The Employer may provide ongoing training that will improve the standards and efficiency of the Sheriff's Department and employees.

14.6 **Training Opportunities**

In consideration for day trip training opportunities in Kootenai (Idaho) or any Washington adjoining counties, employees agree to waive their rights to reimbursement for per diem (meal allowances) under Spokane County's travel policy. The Department will provide County vehicles for travel to and from any training location in adjoining Washington counties or Kootenai County in Idaho. Should an employee use their POV with supervisory approval, appropriate mileage will be paid.

Provided this waiver applies only to reimbursement for mileage and per diem (meal allowances) under Spokane County Travel Policy for travel out of the county for any other purposes.

14.7 **Reporting Time and Call Back Pay:**

14.7.1 Any employee who is scheduled for work on their regular scheduled shift who reports for work but where work is not available or made available for them, may, with the Employer's approval, be excused from duty and paid at their regular rate of pay for their regular scheduled shift.

14.7.2 Employees who may be required to return to duty more than one (1) hour after the completion of his/her shift to perform such overtime duties will be paid for four (4) hours at straight time, or time and one half (1 and ½) for hours worked, whichever is greater. If called within one (1) hour after the end of the shift, overtime will commence at the time his/her shift would have been completed. Scheduled training and mandatory meetings are paid at the regular overtime rate for the actual hours.

14.8 **Court Time**

14.8.1 Any employee who is required to appear and/or testify in court on his/her own time or other than his/her regular duty hours shall be paid at the rate of time and one half (1 and ½) his/her regular hourly wage while in or waiting for court, a minimum of three (3) hours at straight time for show up pay.

14.8.2 Nothing in this section is construed to mean time spent in personal suites, either civil or criminal, not a result of circumstances which occurred in the line of duty nor for court action which he/she is otherwise compensated. Court time will be considered separate from overtime pay.

14.8.3 For an issue relating to being called to testify during annual leave, the employee will notify a supervisor and the assigned County Prosecuting Attorney or other attorney of record as soon as practical regarding unavailability and dates when the employee becomes available.

If still called, an employee who is required to return from vacation and does work during their vacation period shall be paid for regular hours at a rate of time and one-half (1-1/2) their regular rate. Any employee may return to work at the request of the Employers but shall have the option to refuse without any threat of discrimination.

In addition, the employee's vacation (with pay) shall be rescheduled to any future period the employee may request. Non-refundable expenses made toward pre-approved vacation plans that are aborted or postponed due to work requirements will be reimbursed up to the actual verified loss. The non-refundable expenses may include, but are not limited to: prepaid travel tickets, rentals, and reservations with cancellation penalties and must be verified with documentation.

14.9 **Standby**

The following provisions shall apply to any employee who is directed to be on "Stand By" by their supervisor.

14.9.1 The hours of Stand By shall be as determined by the Supervisor.

14.9.2 Employees shall be paid one point five (1.5) hours for each eight (8) hours on

Stand By.

14.9.3 Employees shall be paid two point five (2.5) hours for each eight (8) hours on Stand By during any holiday.

14.9.4 Stand By employees will:

14.9.4.1 Not consume alcohol;

14.9.4.2 Carry a phone provided by the employer or be available by telephone call to the employee's residence or to his/her cell telephone;

14.9.4.3 To be eligible for Stand By pay the employee must be able to respond to any location within the Greater Spokane area within one (1) hour of receiving the call. Response times exceeding one (1) hour will be reviewed by the Unit Supervisor and if determined to be for an unacceptable reason, time will be deducted from the Stand By compensation.

14.9.4.4 If an employee begins a Call-Back assignment, Stand By pay stops. Stand By and Call Back will not be paid twice for the same time period. There will be no compounding of pay for the same time and the highest pay rate between the two pay rates will be paid.

Once a Call Back assignment begins the employee may be considered on a Call Back assignment even if the actual time worked is less than 2 hours and 40 minutes. In the event the employee must return for a Call Back assignment within the initial 2 hour and 40 minute time period, it is and will be considered the same Call Back assignment even if the Call Back is not related to the original Call Back.

14.10 Forensic Unit On-Call

14.10.1 In return for On Call compensation to and from the employee's residence, the On Call employees will:

14.10.1.1 Not consume alcohol;

14.10.1.2 Be available by telephone call to the employee's residence, or to his/her cellular telephone; and

14.10.1.3 Continue to manage crime information, equipment and personnel to ensure fast and efficient response time to any location within the greater Spokane area. Response times exceeding one (1) hour will be reviewed by the Unit Supervisor and if determined to be for an unacceptable reason, time will be deducted from the On Call compensation.

- 14.10.2 A minimum of two (2) members of the Forensic Unit (Forensic Unit Supervisor, Lead Specialist, Specialist and Technician) will be scheduled on call and compensated every weekend and holiday (not voluntary, not based on seniority). The on call schedule will be prepared by the Forensic Unit Supervisor(s) on a rotation basis and will make the number of on call weekends as equal as possible.
- 14.10.3 On Call status for the Forensic Unit will begin at 1800 hours on Friday and end at 0600 hours on Monday morning with the understanding that the employee is On Call from the end of their shift on Friday until the beginning of their shift on Monday. The compensation will be a one point six (1.6) hours at the regular rate of pay for each eight (8) hour section of the weekend. The result will be compensation of twelve (12) hours of regular pay being earned for sixty (60) hours of on call time.
- 14.10.4 Employees shall be paid two point five (2.5) hours at regular rate of pay for each eight (8) hours on call during any holiday.
- 14.10.5 On Call compensation for Holidays that do not follow or precede a weekend will be paid two point five (2.5) hours for actual holiday and one point five (1.5) for the eight (8) hours preceding the holiday and one point five (1.5) for the eight (8) hours after the holiday to equal a total compensation of ten point five (10.5) hours at the regular rate of pay.

14.11 **Overtime:**

All employees who meet FLSA standards and the State of Washington required salary threshold will be defined as overtime exempt and will not be eligible to earn overtime. All other employees who do not meet either of these definitions, will be eligible to earn overtime as outlined below:

- 14.11.1 All overtime worked must be authorized and approved.
- 14.11.2 Time and one- half (1½) the employee's regular rate of pay shall be paid for work under any of the following conditions but compensation shall not be paid twice for the same hours.
- 14.11.2.1 All overtime worked must be authorized and approved
- 14.11.2.2 All worked performed in excess in any regular scheduled work day;
- 14.11.2.3 All worked performed in excess in any regular scheduled work week;
- 14.11.2.4 All work performed on any of the paid holidays set forth in this agreement.
- 14.11.2.5 All worked performed before or after any scheduled work shifts at the

request of the Employers.

14.11.2.6 Upon mutual agreement between the Sheriff and/or designee and Employee, an employee's regular hours may be flexed and would not earn overtime.

14.11.3 **Additional breaks**

All employees who work more than two (2) hours of overtime in addition to the regular shift shall receive an additional fifteen (15) minute rest period. In addition, employees who work five (5) hours or more overtime shall receive an additional one half (1/2) hour lunch break.

14.11.4 **Medical Exemption**

Both parties recognize that due to medical or administrative reasons some employees may not be available to work overtime on all occasions.

14.12 **Mandatory Overtime**

14.12.1 **Mandatory Overtime:** On a voluntary basis, if no regular employees are available to fill the vacant partial and/or full shift, management will then mandate, in inverse order of seniority, the lowest regular employee to work the assigned shift. If mandating regular employees is not applicable, management will then mandate in inverse order of seniority the lowest regular full-time employee to work the assigned shift.

14.12.2 **Equalization of Voluntary Overtime:** Once an employee has voluntarily worked an overtime shift, he/she will not again be offered voluntary overtime until all of the other available employees on the list have been offered an assigned voluntary overtime shift.

14.12.3 **Equalization of Mandatory Overtime:** Once an employee has been required to work mandatory overtime, he/she will not be required to work another mandatory overtime shift until all of the other available employees on the list have worked a mandated overtime shift. *This rule shall be suspended only in the event of a "Declared Emergency." A "Declared Emergency" shall be defined as any situation which threatens the safety and security of this facility to the extent that the Department Head determines the necessity for emergency measures.*

14.13 **Compensatory (Comp) Time:**

At the employee's option, overtime may be compensated with compensatory time off at the rate of one (1) hour and thirty (30) minutes for each overtime hour worked. Accrual of compensatory time off shall not exceed eighty (80) hours.

14.13.1 Once compensatory time is selected it shall not be converted to pay except as follows:

Employees may request compensation for up to eighty (80) hours of accrued compensatory time once each year or forty (40) hours twice a calendar year. Compensatory sell back request may be made anytime prior to December 1st.

Compensatory time requests submitted between the 1st and 15th of any month (and received no later than the 17th of the month by the employee who reports the hours to the Sheriff's Administration) will be paid on the month end paycheck; a request submitted between the 16th and the end of any month (and received no later than the 2nd of the following month by the employee who reports the hours to the Sheriff's Administration) will be paid on the middle of the month paycheck. Requests will be accepted only for the following pay period. Compensation shall be computed at the rate of pay in effect at the time the sellback is requested

14.13.2 Payment of any accrued compensatory time up to eighty (80) hours, will occur when the employee separates employment.

14.13.3 Use of comp-time cannot cause an employee to exceed their maximum PTO. Comp-time off may be taken when mutual agreeable to the employer and the employee.

14.13.4 Compensatory time accrued will not be lost as a result of this Agreement.

14.14 Longevity:

In addition to their regular pay based on their salary range and step placement employees shall receive:

- 2% per month upon completion of 4 years of continuous full-time County service
- 3.5% per month upon completion of 8 years of continuous full-time County service
- 5.5% per month upon completion of 12 years of continuous full-time County service
- 7% per month upon completion of 16 year of continuous full-time County service
- 9% per month upon completion of 20 years of continuous full-time County service

- 11% per month upon completion of 24 years of continuous full-time County service

14.15 **Starting Rate Upon Initial Employment and Advance Step Placement of Existing Employees:**

Advance step placement of new hires and existing employees may surpass current employees' step placement in that classification only after the following have been considered:

Work History: the candidate has performed the work either as a long-term intern or in a like-kind position.

- A. Recruitment Difficulties – the scarcity of qualified applicants, number of rejected job offers and the turnover rate for a position. An individual who possesses skills difficult to find in the labor market may be in higher demand and therefore may warrant consideration for advance step placement.
- B. Department Budget – the requesting department must demonstrate their ability to pay the salary of the advance step placement. The placement must not result in additional budgetary impacts within the department.
- C. Existing Employees – the candidate's work history and skill shall be compared to current employees in the same classification whose wages would be surpassed by the candidate.

14.16 **Methods of Salary and Wage Payment**

Two methods of payment of salary and wages will be offered. All employees hired will be paid by Direct Deposit

14.16.1 **Direct Deposit**

The standard, default method of payment for salary and wages is by electronic transfer to the employee's designated financial institution. Except as provided in Section 2) below, the newly hired employee will submit the "Authorization for Automatic Payroll Deposits" form in time for the preparation of their second pay period.

The employee is responsible for informing the county of any changes in their designated financial institution.

Pay advices will be available to all employees in accordance with federal and

State employment law and regulations.

14.16.2 Physical Checks

A check (warrant) will be printed and delivered (or mailed) to the employee only in the following situations:

- A. The first paycheck of a new hire for a permanent position;
- B. The last paycheck coinciding with or following separation from employment; A paycheck produced solely to correct an error; or
- C. A paycheck mailed to the employee only if the employee does not maintain an account at a financial institution. The employee must designate a mailing address and sign an acknowledgement that the check will be mailed using USPS on payday. The employee is responsible for informing the county of any changes in their mailing address.

ARTICLE 15 - SENIORITY

15.1 Definition

Seniority shall be defined as follows:

15.1.1 Total length of service within a job classification.

15.1.2 Total length of service within the Sheriff's Department.

15.2 Seniority Computation

For the purpose of computing seniority, all authorized leave, shall be considered as time worked for calculation purposes. Voluntary unpaid leaves of absence shall not be considered as time worked. Unauthorized leave time shall not be considered as time worked. Employees who are laid off as a result of a reduction in positions, and who are subsequently reinstated, shall retain their full seniority except for such period of layoff.

15.3 Retention of Seniority

For a major documented illness, injury or medical reasons where the employee has exhausted all PTO, that employee shall not lose seniority for bidding purposes if he/she returns to work within twelve (12) months after exhausting such leave.

15.4 Seniority Posting

Once each year the Employer shall post, in a location known and accessible to affected employees, a seniority list showing the continuous service of each employee. A copy of the seniority list shall be furnished to the local Union when it is posted.

15.5 **Seniority List**

During the term of this Agreement, the County will furnish the Union with an up-to-date division seniority list for the Bargaining Unit, together with the classification of each employee on such list.

15.6 Disciplinary suspensions shall not adversely affect bidding seniority

ARTICLE 16 - DISCIPLINE AND DISCHARGE

16.1 **Administration:**

The Sheriff's Office of Professional Standards or a Lieutenant or above will complete an investigation. The Spokane County Sheriff's decision is final but may be appealed. In the administration of this Section, a basic principle shall be that discipline, other than termination, should be corrective in nature rather than punitive. Oral reprimands will not be used as the basis for further disciplinary action after twelve (12) months if there have been no repeated offenses concerning the same matter as the reprimand. Oral reprimands may be appealed to the HR. The decision of the HR Director shall be final and binding. The decision is not appealable. Written reprimands will not be used as the basis for further disciplinary action after twenty-four (24) months if there have been no repeated offenses concerning the same matter as the reprimand. The employee shall have the right to Union representation at all disciplinary actions or measures. The employer shall inform the employee when a meeting or investigation may result in disciplinary action. Suspensions will not be used as the basis for further disciplinary action after sixty (60) months if there have been no repeated offenses concerning the same matter as the suspension.

16.2 **Measures:**

Disciplinary actions or measures shall be appropriate for the offense and shall include only the following:

16.2.1 Oral reprimand;

16.2.2 Written reprimand (notice to be given to the employee in writing with reasons);

16.2.3 Suspension/Administrative leave (Notice to be given in writing within three (3) business days of the suspension/ administrative leave).

16.2.4 Discharge (Notice to be given in writing within three (3) business days of discharge).

16.2.5 Other forms of disciplinary actions not listed above may be mutually agreed to by authorized representatives of the Union and the Spokane County Sheriff's Office.

16.2.6 Refer to Lexipol Policy for a list of severe offense.

16.3 Disciplinary Action or Measure

Any disciplinary action or measure may be grieved through regular procedures.

16.3.1 The disciplinary measures above are listed from the least severe to the most severe. Repeated actions by an employee bringing about disciplinary measures may subject the employee to more severe measures. The level of the disciplinary action will be dependent on the severity of the incident.

16.3.2 Any disciplinary action or measure imposed upon a permanent employee may be processed either through the regular Civil Service procedures or the contractual grievance procedure but not both. Suspensions pending disciplinary action may be with pay. The Department shall inform an employee of his/her right to Union representation at any meeting disciplinary action may occur.

16.3.3 Any disciplinary action resulting in an oral or written reprimand shall take place within fifteen (15) working days from the time the member/employee is told that an investigation has been concluded and the results indicate that he/she shall be receiving an oral/written reprimand.

16.3.4 Suspensions without pay: At the Employer's option, earned PTO may be deducted from the employee's PTO accrual bank in amounts equal to the total time of disciplinary suspension or any proportional amounts as determined by the Employer, not to exceed the total time of the disciplinary suspension given. In the event this option is selected by the Employer, the action will still be recorded as a disciplinary suspension.

16.4 Suspension/Termination:

16.4.1 The employer shall not discharge or otherwise discipline any employee without just cause. The employee and their steward will be notified in writing within three (3) business days that the employee has been suspended and/or discharged.

16.4.2 In cases of suspension/termination, the employee shall have the right to a pre-suspension/pre-termination hearing. He/she shall be presented either orally or in writing with the nature of the charges against him/her, the facts supporting them, and the opportunity to respond to said charges. The employee shall have the right to have a Union representative present. The employee and his/her steward will be notified in writing that the employee has been suspended and/or terminated.

16.4.3 Any employee found to be unjustly suspended or terminated shall be reinstated with full compensation for all lost time and full restoration of all rights and conditions of employment. However, this does not preclude a compromise settlement.

16.4.4 Any disciplinary action or measure above a written reprimand imposed upon an employee may be processed either through the regular Civil Service procedures

or the contractual grievance procedure but not both.

16.5 Removal of Documents

16.5.1 Adverse material or information related to alleged misconduct that is determined to be false and all such information in situations where the employee has been fully exonerated of wrongdoing will be removed from employee files. However, the Employer may retain this information in a legal defense file and it will only be used or released when required by a regulatory agency (acting in their regulatory capacity), in the defense of an appeal or legal action, or as otherwise required by law.

16.5.2 Written reprimands will be removed from an employee's personnel file according to state retention schedule from the date the employee received the disciplinary action, if:

16.5.2.1 There has been no subsequent discipline of a similar or like nature; and

16.5.2.2 The employee submits a written request for its removal.

16.5.3 Records of disciplinary actions involving reductions-in-pay, suspensions or demotions, will be automatically removed according to state retention schedule from the date the employee received the disciplinary action, if:

16.5.3.1 There has been no subsequent discipline of a similar of like nature; and

16.5.3.2 The employee submits a written request for its removal.

ARTICLE 17 - GRIEVANCES

17.1 **Settlement of Disputes:** Any grievance or dispute which may arise between the parties, concerning the application, meaning or interpretation of this Agreement, shall be settled in the following manner and any grievance settled in any of the steps, including the informal process, found in this Article is final and binding. The parties may agree to extend any time limits contained in this Article. Both parties agree that they will meet at each step of the grievance procedure in an attempt to reach settlement. Time frames specified in this Article may be waived by mutual agreement of the parties in writing. All settlements reached in this Article at any step, including the informal process, shall be in writing and signed by the authorized representatives of the Union and Employer.

17.1.1 Grievances will be submitted to the Employees immediate supervisor with a copy to Labor Relations. Grievances may be submitted in person, by regular mail or by email. Grievances will be submitted on the official Union Grievance Form. The

alleged violation must contain the following:

17.1.1.1 The specific contract provision violated.

17.1.1.2 The specific actions(s) that occurred.

17.1.1.3 Who the individual employee(s) are that are affected by the contract violation.

17.1.1.4 When the violation is to have taken place.

17.1.1.5 The remedy sought.

17.1.2 Time frames may be extended or steps waived at any level of the grievance process by mutual agreement between the parties. Such extensions or waivers shall be reduced to writing. Should the employee or Union fail to comply with the prescribed time frames, excluding extenuating circumstances, it is agreed that the grievance is waived. Should the Employer fail to respond within the prescribed time frames, excluding extenuating circumstances, the grievance shall be recognized as being moved to the next step. In the event of extenuating circumstances that delay either party meeting the time frames, the parties will meet within five (5) workdays following the conclusion of the delay to proceed with the grievance process.

17.2 **Informal Complaint:**

17.2.1 Within seven (7) working days from the occurrence of the matter on which a complaint is based or within seven (7) working days from his/her knowledge of such occurrence, an employee and/or Union Steward/Union Officer shall discuss his/her complaint/contract violation in a meeting with his/her immediate supervisor. Within five (5) working days from the date of such discussion, the supervisor shall respond in writing to the attendees of the initial meeting.

17.2.2 If the issue remains unresolved, the Shop Steward may then proceed through the formal grievance process.

17.3 **Formal Written Grievance:** A formal written grievance may be advanced to Step 2 or Step 3 by mutual agreement of the parties.

17.3.1 **Step 1.** Should the grievance not be settled through the informal procedures, the Union Steward shall submit it to the Union Grievance Committee. The Grievance Committee, if they find the grievance justified, shall within twenty-three (23) working days from the employer's response to the informal complaint, reduce the grievance to written form, in three (3) copies, including specific violation, background information and remedies sought, and submit it to the employee's Elected Official/Department Head or his/her designee. The Sheriff or his/her

designee shall, within five (5) working days of receipt of the Grievance Committee's formal written complaint, shall schedule a meeting for the purpose of hearing the complaint. The Sheriff or his/her designee shall answer the complaint in writing within ten (10) working days after the hearing.

17.3.2 **Step 2.** Should the grievance not be settled in Step 1, it shall be submitted in writing within five (5) working days, of receipt of the Sheriff or his/her designee's decision, to the Senior Human Resources Director or his/her designee. Within five (5) working days of receipt of the complaint, the Sr Human Resources Director and/or designee will set a date to hear the complaint. The Sr Human Resources Director and/or designee shall respond to the Union Representative and the Grievance Committee with ten (10) working days of this meeting.

17.3.3 **Step 3.** Should the grievance not be settled in Step 2, either party may request arbitration, within thirty (30) working days after the reply of the Sr Human Resources Director and/or designee is due, by written notice to the other. A simultaneous request for a list of eleven (11) arbitrators from the Washington State Public Employment Relations Commission shall be initiated. The arbitrator shall be selected by the County and the Union within seven (7) days after the list is received. Both the County and the Union shall have the right to strike one (1) name from the panel. The process shall be repeated and the remaining name shall be the arbitrator for the grievance.

17.4 **Hearing Attendance:** Attendance at the hearings conducted at Steps 1 or 2 shall be limited to the grievant, shop steward, and president of the Union or his/her designee. Witnesses required by either party for the processing of the grievance may attend with advanced notice to his/her employer. In the event a grievance hearing begins prior to or extends beyond the normally scheduled shift of any employee in attendance call-back or overtime pay will not apply, unless mutually agreed otherwise.

17.5 **Arbitration:**

17.5.1 Both parties shall have the right to present written and verbal evidence to the arbitrator. An arbitrator's decision shall not involve any action by either party which is beyond its jurisdiction, nor shall a decision amend, alter or modify this Agreement, and its term shall be limited to the interpretation application of this Agreement. The decision of the arbitrator shall be final and binding on the parties, and the arbitrator shall be requested to issue his/her decision within thirty (30) working days after conclusion of testimony and argument. If the arbitrator awards back pay, interest will not be factored into the award.

17.5.2 Expenses for the arbitrator's services and the proceedings shall be borne completely by the party to receive the unfavorable decision. In case of a compromise decision being not clearly favorable to either party, the parties shall equally share the expense. However, each party shall be responsible for

compensating its own representative and witnesses except as provided elsewhere in this Agreement. If either party desires a verbatim record of the proceedings, they may request such a record to be made, providing they pay for the record and makes copies available without charge to the other party and to the arbitrator. Grievances initiated by the Employer shall be processed in the same manner, but they shall be initiated at Step 2 with the Staff Representative.

17.6 Liability:

No monetary claim by an employee covered by this Agreement or by the Union against the County shall be valid beyond the pay period prior to the pay period in which the grievance was first filed in writing, unless the circumstances of the case made it impossible for the employee, or the Union, as the case may be, to know that the employee or the Union has grounds for such claim prior to that date, in which case, the claim shall be limited retroactively to a period of one-hundred eighty (180) days prior to the date the claim was first filed in writing. This provision shall not apply to arbitrator's decisions regarding suspensions or discharges.

ARTICLE 18 - PROMOTIONS, VACANCIES, LATERAL TRANSFERS

18.1 Bid Rights:

When a vacancy occurs, the department will post the opening to the Bargaining Unit members in the department and concurrently, as needed, to the Bargaining Unit members and open.

18.1.1 The vacancy will be posted for a minimum of fourteen (14) days. All AFSCME bargaining unit members who turn in applications to Civil Service by the closing date and who meet the minimum requirements will be considered in the following order:

18.2 Definitions:

1. Promotions: When an employee moves into a job classification with a higher pay range.
2. Vacancy: When an existing position is not occupied.
3. Lateral Transfer: The movement of any regular Sheriff's Office employee from one Department to another within the same job class specification.
4. Demotion: When an employee moves into a job classification (position) with a lower pay range.
5. New Position: A created position.

6. Probation Period: See Civil Service Rules
7. Reassignments: Movement of an employee from one assignment to another within the same class specification (job classification).

18.3 Probationary Period:

18.3.1 **New Hire Probation Period:** shall be a period of twelve (12) months following their hire date. This period may be extended to account for any unpaid leave of absence taken by the employee during this time period or at the discretion of the department in accordance with Civil Service rules. During this period an employee may be assigned, transferred, laid off, disciplined, or terminated at the discretion of the employer. Probationary employees may not grieve discipline or discharge.

- a) Should an employee promote during their new hire probationary period, they shall remain on probation for the remainder of their new hire probationary period or twelve (12) months, whichever is longer.
- b) Employees who promote during their new hire probation period shall be eligible to revert back to their former position within sixty (60) if their former is still unfilled; and if mutually agreed to by their former Elected Official/Department Head or designee the employee at any time during their new hire probationary period may request to revert back to their former position if there is a vacancy.

18.3.2 **Promotional (Review) Probation Period:** shall be a period of twelve (12) months following the effective date of their promotion. This period may be extended to account for any unpaid leave of absence taken by the employee during this time period.

- a) During their promotional review period, employees shall be eligible to revert back to their former position within 30 calendar days (or up to 60 calendar days if their former position is still unfilled) by request of either the employee and/or their immediate supervisor; and, if mutually agreed to by their former Elected Official/Department Head or designee, the employee at any time during their promotional probation period may request to revert back to their former position if there is a vacancy.

18.4 Laterally Transfers:

Qualified employees laterally transferring from one Department to another, in the same job classification, may upon their request or their supervisor's request, return to their former position within thirty (30) calendar days or up to sixty (60) calendar days of the change of positions if their former position is still unfilled.

- 18.5 **Promotions:**
Promotions to a higher classification within the Bargaining Unit shall be based upon Civil Service competitive examination, placement on the eligibility list, and the Sheriff's Office Rule of 5 per RCW 41.14.130
- 18.6 **Demotions:**
Voluntary demotions from higher to lower classifications within the Bargaining Unit may be made at the request of the employee with the approval of Management if employee previously held that job title.
- 18.7 **Filling Vacancies:**
When a job vacancy within the Department occurs, that the employer deems necessary to be filled, a notice shall be posted in accordance with the Civil Service rules

ARTICLE 19 – LAYOFFS

- 19.1 In the event of a layoff for any reason, regular employees and probationary employees shall be laid off in accordance per Civil Service Rules:
- 19.1.1 Total length of service, within the job classification in the Work Unit, if equal then
 - 19.1.2 Total length of service within the Spokane County Work Unit, if equal then;
 - 19.1.3 Total length of service within the Sheriff's Office, if equal then;
 - 19.1.4 Total length of service within Spokane County, if equal then;
 - 19.1.5 Civil Service test scores for current classification;
- 19.2 No layoffs or reduction to a lower classification shall be executed so long as there are temporary employees serving with the affected classification.
- 19.2.1 No new employee shall be hired in any classification in that department until all employees on layoff status in that classification in that department have an opportunity to return to work.
 - 19.2.2 Employees shall be given thirty (30) working days' notice prior to layoff, if possible, with a minimum of ten working days' notice.
- 19.3 If a person is rehired (either recalled or rehired) to County employment within eighteen months of his/her layoff date, the County will reinstate the following benefits:
- 19.3.1 The employee's sick leave will be reinstated at the balance recorded at the time of his/her date of separation due to layoff.
 - 19.3.2 If the employee had a previous parking slot on the County campus, he/she will go

back on the parking waiting list and the County will use their original hire date, not the rehire date, to determine his/her parking eligibility.

- 19.3.3 Any employee whose employment is terminated by a reduction in force (RIF) with less than five (5) years of service, and who is rehired to County employment within eighteen (18) months of his/her date of layoff, may combine their original length of service with that after rehire (their service date will be adjusted by the amount of time they were laid-off) to determine their vacation accrual rate.
- 19.3.4 Any employee whose employment is terminated by a reduction in force (RIF) after five (5) or more years of service, and who is rehired to County employment within three (3) years of such a termination, may combine their original length of service with that after their rehire (their service date will be adjusted by the amount of time they were laid-off) to determine their vacation accrual rate.
- 19.3.5 Any employee whose employment is terminated by a reduction in force (RIF) and who is rehired to County employment within eighteen (18) months of his/her date of layoff, may combine their original length of service with that after their rehire (their service date will be adjusted by the amount of time they were laid-off) to determine their longevity pay eligibility.
- 19.3.6 Any employee who is eligible for medical and/or dental benefits, whose employment is terminated by a reduction in force (RIF), and who is rehired to County employment within eighteen (18) months of his/her date of layoff, will not have to serve the full medical and/or dental waiting period again (which is 90 days effective the first of the following month). However, if the employee did not complete his/her initial waiting period prior to their date of layoff, they will now have to serve this full 90-day effective the first of the following month waiting period to be eligible for their medical and/or dental benefits.
- 19.3.7 If the employee had medical and/or dental benefits in effect prior to their layoff date, specifically, if the laid-off employee is rehired between the first and the 15 of the month, his/her medical and/or dental benefits will commence the first of the following month. For example: The laid-off employee is rehired April 5, their benefits would commence effective May 1. However, if the laid-off employee is rehired between the 16 and the end of the month, his/her medical and/or dental benefits will commence the first of the month preceding a full month of employment. For example: The laid-off employee is rehired April 27, their benefits would commence effective June 1.

19.4 **Bumping**

- 19.4.1 If an employee is laid off and that employee has greater seniority than that of other employees in the same job classification, they may bump that employee.
- 19.4.2 If an employee is laid off and that employee has greater seniority than that of other

employees in a lower job classification, they may then bump the least senior, lower-class employee, if they previously held that classification. The employee who has been bumped shall then have the same opportunity to bump downward.

19.4.3 An employee who has been bumped shall move to the highest step of the new range that does not exceed their current salary.

19.5 Recall

19.5.1 Employees who are demoted in lieu of layoff shall have the first opportunity to fill vacancies in their former or lower classification and department.

19.5.2 Employees shall retain all seniority, less time spent on layoff, and benefits accrued prior to layoff when recalled to work.

19.5.3 Recall rights under this provision shall be limited to twenty-four (24) months from the date of layoff or demotion. Employees may refuse a recall once. A second refusal to return to work will remove an employee from the Civil Service Re-Employment list.

19.5.4 Laid off or demoted employees who have been offered work shall have ten (10) working days from the date of notice to accept such recall. Offers of employment off the Civil Service Re-Employment list shall be done in writing either by registered letter to the last known address of the laid off employee or hand delivered to the laid off employee.

19.5.5 Any temporary or extra help work required by a department in a job classification in which there are employees on layoff shall be offered to laid off employees first.

19.5.6 Employees desiring to exercise this option shall be placed on a Civil Service Special Transfer List in order of seniority.

19.5.7 If the employee is hired back in a classification other than the classification they were laid off from, the employee will not be removed from the recall list of that former classification.

ARTICLE 20 - GENERAL CONDITIONS

20.1 **Work Rules:** The employer agrees to notify the Union of any changes in existing work rule(s) or the establishment of new work rules.

20.2 **Personnel Files:**

20.2.1 Maintenance: One (1) personnel file shall be maintained and located at the Office of Professional Standard and one (1) at the Civil Service. Those files shall contain employment-related documents. On request, employees may review their

personnel files. Employees may receive one (1) copy per year of all documents in their personnel files.

20.2.2 Review and Release: The employees shall be given a copy of and have an opportunity to review any and every disciplinary or performance related document prior to it being placed in their personnel file. Any documentation created concerning the employee's performance that is placed in the employee's personnel file shall be placed in the file in a timely fashion from the date of occurrence(s).

20.3 **Forensic Unit Clothing**

20.3.1 Spokane County will pay each Forensic Crime Scene responders on the payroll January 1st of each year, a \$420 clothing allowance at the start of each year.

20.3.2 For new hires, the \$420 will be prorated to \$35 per month from the date of hire.

20.4 **Safety Shoes/Boots**

Sheriff's Garage and Mechanics personnel shall wear safety shoes/boots on the job. County will provide:

20.4.1 One (1) pair of safety-toes shoes/boots per year not to exceed \$200 not including tax; or

20.4.2 Custom shoes/boots which will be purchased no more than every three years at a cost not to exceed \$600 not including tax.

20.5 **Equipment**

The County will continue to furnish such equipment as it has customarily furnished in the past, and whenever possible furnish additional equipment that will promote the safety and welfare of the Department members and aid in the efficient performance of their duties.

20.6 **Liability Coverage:**

The Employer agrees, whenever any action, claim or proceeding is brought or instituted against any Union member arising from acts or omissions while such Member is performing or in good faith purporting to perform their official duty, to authorize the defense of the action or proceeding at the expense of the Employer, and if any money judgment against such officer or employee is entered, to pay such money judgment.

20.7 **Personal Property:**

The Employers will repair or replace clothing, eyeglasses and personal property if damaged in an accident not to exceed actual cash value of such property that is damaged or destroyed in the line of duty. Nothing in this section is meant for the Employers to repair or replace damaged or destroyed property if the payment can be secured by the Court.

20.8 **Mileage:**

Employers agree to furnish employees' transportation necessary to perform their official duties. In the event the Employer's automobiles are not available, employees using their own automobiles shall be compensated in accordance with the Internal Revenue Service provisions.

20.9 **In-House Services:**

All County departments which provide services for other departments shall be afforded an opportunity to bid on the requested job and/or service prior to an outside bid being considered. The County and the Union recognize that contracting out bargaining unit work is negotiable. Extra Help employees shall not supplant the work force.

20.10 **Reasonable Suspicion Substance Abuse Testing**

20.10.1 Reasonable suspicion testing for alcohol (Breath Alcohol Content – BAC) or controlled substances (Urine Analysis – UA) may be directed the Employer for any employee when there is reason to suspect that alcohol or controlled substance usage may be adversely affecting the employee's job performance or that the employee may present a danger to the physical safety of the employees or another. The employee and Union representation shall meet with Employer/Supervisor to assess the situation before any testing is warranted. Reasonable cause that an employee is under the influence of a drug and/or alcohol will be based on specific facts and/or reasonable inferences derived from those facts.

20.10.2 If Employee, Employer and Union representative are unable to resolve the situation and reasonable suspicion exists, employees must submit to alcohol and/or controlled substance testing when requested by the Employer. A refusal to test is considered the same as a positive test. When an employee is referred for testing, he/she will be timely transported to an authorized testing facility by the Employer. The cost of transportation and reasonable suspicion testing, including the employee's salary will be paid by the Employer.

20.10.3 An employee who has a positive alcohol test and/or a positive controlled substance test may be subject to disciplinary action, up to and including termination.

20.11 **Pledge Against Discrimination and Coercion**

20.11.1 Both parties agree that the provisions of this Agreement shall be applied equally to all employees in the bargaining unit without discrimination as to age, sex, sexual orientation, marital status, race, creed, national origin, political affiliation or their status as a qualified individual with a disability.

- 20.11.2 There shall be no supplanting of the regular work force. All extra help is defined under Civil Service Provisional/Temporary sections and shall follow those guidelines.

ARTICLE 21 - INFORMATION REQUESTS

The Employer agrees to provide the Union, upon written request by the Union Representative or President access to materials and information necessary for the Union to fulfill its statutory responsibility to administer this Agreement. When the Union submits a request for information that the Employer believes is unclear or unreasonable, or which requires the creation or compilation of a report, the Employer will contact the Union staff representative and the parties will discuss the relevance and costs associated with the request.

ARTICLE 22 - LOCKOUTS AND STRIKES

- 22.1 **Lockouts:** No lockouts of employees shall be instituted by the Employers during the term of this Agreement.
- 22.2 **Strikes:** No strikes, slow down or disruptions of work of any kind shall be caused or sanctioned by the Union during the term of this Agreement. At no time, however, shall employees be required to act as strike breakers or to go through picket lines.

ARTICLE 23 - AUTHORIZED AGENTS

For the purposes of administering the terms and provisions of this Working Agreement:

- 23.1 The County's principle authorized representative shall be the County Employee & Labor Relations Manager or his/her duly authorized representative (Address: 824 North Adams, Spokane, WA 99260, Telephone: (509) 477-2880) except where a particular County representative is specifically designated in connection with the performance of a specified function or obligation set forth herein.
- 23.2 The Union's authorized representative(s) shall be the Staff Representative(s) or his/her duly authorized representative of the Washington State Council of County and City Employees (Address: 1105 W. Francis Ave., Suite C, Spokane, WA 99205, Telephone: (509) 328-2830).

ARTICLE 24 - SAVINGS CLAUSE

Should any Article, 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 Article, Section, or portions thereof directly specified in the decision; upon issuance of such a decision, the parties agree immediately to negotiate a substitute for the invalidated Article, Section, or portion thereof.

ARTICLE 25 - AGREEMENT MODIFICATIONS

This Agreement may be amended, provided both parties concur in writing. Modifications shall be completed through negotiations between the parties at any time during the life of the Agreement. Should either party desire to negotiate a matter of this kind, it shall notify the other party in writing of its desire to negotiate. Agreements thus completed will be signed by the responsible Union and County officials. Agreements thus executed shall become a part of this Contract. This agreement will be coordinated through the authorized Representative of the County and Council #2 as designated in Article #25, the affected Sheriff and/or designee, and the Local President, to ensure consistency and continuity.

ARTICLE 26 - EFFECTIVE DATE, CONTRACT PERIOD AND CHANGES

- 26.1 **Effective Date:** The term of this Agreement shall be January 1, 2021, through December 31, 2025. Unless specified otherwise, the terms of this Agreement shall become effective on the day of signing. Negotiations for a successor agreement shall begin in accordance with the provisions of RCW 41.56.
- 26.2 The parties agree that they will begin negotiations at least four (4) months prior to the termination of the Agreement and will meet and negotiate from time to time within the four (4) month period immediately preceding the termination date of this collective bargaining Agreement for a succeeding period.

AGREEMENT

Between

SPOKANE COUNTY BOARD OF COUNTY COMMISSIONERS;

SPOKANE COUNTY SHERIFF’S OFFICE

and

Local 492-SO OF WASHINGTON STATE COUNCIL OF COUNTY

AND CITY EMPLOYEES – COUNCIL 2, AFSCME, AFL-CIO

Unless specified otherwise, the terms of this agreement shall become effective on the day of signing.

IN WITNESS THEREOF, the parties hereto have set their hands this

_____ day of _____, 2022.

FOR THE UNIONS:

FOR THE EMPLOYER:

Tiffany Kinnick
Co-President Local 492-SO

Mary Kuney
Commissioner
Chair

Melissa Schaal
Co-President Local 492-SO

Al French
Commissioner – Vice Chair

Greg Beeman
Staff Representative

Josh Kerns
Commissioner

Human Resources:

Ashley Cameron

Sr. HR Director

Joshua Groat, Employee &

Labor Relations Manager

Spokane County:

Ozzie Knezovich

Spokane County Sheriff

Appendix 1 - Seven Tests of Just Cause

Reasonable Rule or Work Order.

- Is the rule or order reasonably related to the orderly, efficient, and safe operation of the business?
- Is the rule or instruction straightforward and stated in language that is easy to understand?
- Have you been consistent and unbiased in applying the rule or standard? Is it applied consistently throughout your department?
- What is your department's discipline record for violation of this rule or standard?

Notice.

- Did the employee receive adequate notice of the work rule or performance standard and the possible consequences of failure to comply?
- Is the violated work rule or performance standard published? Is it up to date and relevant to the business needs of your unit?
- How was the employee made aware of it (department orientation, bulletin board, desk manual, staff meeting notes, prior oral or written communication, employee's job description, written standards)?
- What evidence do you have that the employee is aware of it, and understands it (new employee orientation, signature on a routing slip, signoff page)?
- Have you reviewed the employee's personnel file?
- Has this issue been raised in performance appraisals or previous disciplinary actions?
- If so, how recently?
- Prior notice may not be necessary in cases of serious misconduct such as theft, insubordination, or job abandonment.

Sufficient Investigation.

- Did you conduct an investigation before making a decision about taking disciplinary action?
- Why do you suspect that a work rule violation or performance discrepancy occurred?
- Can the employee perform the task? Is there a history of successful performance, or could the employee need additional training?
- Are there witnesses other than you? List others who may have knowledge of the issue through involvement or as witnesses (supervisors, employees, clients).
- Interview them and take notes.
- Are there written records pertinent to the case in your department or elsewhere on campus? Should in-house records be secured under lock and key during the investigation?
- Are there written processes or procedures which have a bearing on the case? • Is there equipment that should be examined by you or experts?
- Do you need to call Human Resources or Risk Management? If you suspect misappropriation of County resources, you should immediately contact Risk Management,

or your Human Resources point of contact. Your own investigation will proceed, but other offices may provide information which becomes part of your evidence.

Fair Investigation. Was your investigation fair and objective?

- How long ago did the alleged infraction occur? (Unnecessary delays may send a message that you don't consider the infraction to be serious.)
- If you think you already know what happened, have you looked only for evidence to support your theory?
- Should you conduct the investigation, or are you too close to what happened to be objective?
- Should the employee remain on the work site during the investigation? (Do you fear sabotage, or is the employee a threat to others?)
- Have you made every effort to reconcile conflicting statements or other conflicting evidence? Are you prepared to discard what you cannot validate?
- Have you given the employee a chance to appear (with a representative if applicable), to tell their side of the story and respond to the evidence you have gathered?

Proof.

- During your investigation, did you find proof of misconduct or of a performance discrepancy?
- What conclusions are clearly supported by the evidence you gathered?
- Remember that evidence must be truly substantial, not flimsy or slight, to form a basis for taking disciplinary action.

Equal Treatment.

- Have you dealt with your employees equally, without discrimination?
- Are work rules applied consistently?
- Are all employees held accountable for the performance standards established for their positions?
- Have similarly situated employees (similar records and infractions) received the same discipline?
- What is your department's record for taking disciplinary action for this type of infraction? What is the campus' record? (Explore this with your E/LR Consultant.)

Appropriate Discipline.

- How do you decide what's appropriate?
- Is the discipline you propose to take reasonably related to the seriousness of the problem? (Did the violation pose serious safety problems or create work flow disruptions for the department?)
- Is it reasonably related to the employee's record (length of service and overall

performance)? Is this violation part of a pattern?

- Do you have the authorization to take this action, or should you have it reviewed by the next level of management?
- A minor infraction does not merit harsh discipline unless it is a repeat occurrence by the employee.
- Given the same violation for two or more employees, their respective records of service provide the only basis for administering different disciplinary actions without being subject to a charge of discrimination.
- What personnel program is the employee part of (Union contract, CCS)?

Consult your E/LR Consultant.

Appendix 2 – Normal (Lag) Pay

The employees shall be paid in accordance with the County's payroll schedule. The County will implement a County wide lag pay system no earlier than January 2, 2023. A six (6) month notice will be provided to the bargaining unit prior to implementation.

Examples of how lag pay may be implemented:

1. Semi-monthly: Hours worked from the 1st through the 15th of the month will be paid on the 22nd of the month. Hours worked from the 16th through the end of the month will be paid on the 7th of the following month.
2. Bi-weekly: Employees will be paid bi-weekly on every other Friday. Pay periods will always be a 14-day period. The number of yearly pay periods will be changed from 24 pays to 26 pays.

In recognition that this change could have an impact on employees, options that may be offered to the employees to bridge this delay:

1. The ability to do a one-time cash out of accrued PTO or Comp time up to forty hours.
2. Ability to take out a 0% interest loan out that will be repaid during the course of their employment or upon separation.
3. If any other options are developed at the time of implementation, the options will be offered to the members of this bargaining unit

Once the six (6) month implementation date notice has been officially given, if there is a delay or change in the implementation for this bargaining unit, at least sixty (60) days additional notice will be given.

LOCAL 492-SO LETTER OF UNDERSTANDING - Regarding Ratification Compensation:

If the membership approves this agreement prior to September 30, 2022, all Local 492-SO employees who are employed as of September 30, 2022, will receive a one-time payment of one-thousand (\$1,000.00) dollars as well as eight (8) hours of PTO placed in their banks. This compensation shall be provided to the employees within two (2) pay periods of the Board of County Commissioners final approval of the agreement.

APPENDIX 3 – Classifications & Wage Scales



Spokane County

Civil Service - Program Specialist 1 - Emergency Management

CLASS CODE	D03604	SALARY	\$25.12 - \$35.15 Hourly \$4,354.65 - \$6,093.06 Monthly \$52,255.76 - \$73,116.74 Annually
BARGAINING UNIT	Non Represented		

General Purpose

Under the general supervision of the Deputy Director, the Program Specialist I will assist in the planning, coordination, and implementation of emergency management program activities. Emergency Management is the managerial function charged with creating the framework within which communities reduce vulnerability to hazards and cope with disasters.

This position will have a full range of planning and coordination activities that require broad discretion, accountability and independent determination of priorities for one or more diverse and complex emergency management programs such as: incident support, disaster planning, mitigation, preparedness education, public information, public affairs, and training coordination.

Essential Job Functions

The following duties ARE NOT intended to serve as an exclusive list of all essential job functions performed by all employees in this classification, but only as a representative summary of the primary job functions and responsibilities. Incumbent may not be required to perform all job functions and may be required to perform additional, position specific tasks.

Support emergency management program activities in order to achieve departmental strategic goals.

Assist in the development and maintenance of emergency management plans and procedures.

Work with jurisdictional and agency partners to assist in establishing internal disaster procedures and plans.

Assist in the design, preparation, conduct, and evaluation of disaster training and exercises.

Support training opportunities specific to emergency preparedness, response, recovery, and mitigation.

Serve on committees and task groups relevant to emergency management.

Maintain a working relationship with the local, regional, and state emergency management agencies.

Assist in the coordination of disaster response in an Emergency Operations Center environment that may be staffed 24 hours a day for extended periods of time.

Serve as a department Duty Officer on a rotating basis.

Attend trainings and participate in exercises in order to maintain proficiency as an emergency management professional.

Performs related duties as assigned.

Education and Experience Requirements

Must be a citizen of the United States, a lawful permanent resident, or a deferred action for childhood arrivals (DACA) recipient; must be able to speak, read, and write the English language; high school diploma or GED.

Must have a Bachelor's degree in emergency management, leadership, public administration or like degree and one (1) year full-time experience in Emergency Management **OR** a total of three (3) years full-time experience in Emergency Management. All candidates must have successfully completed Incident Command System (ICS) ICS 100, ICS 200, IS 700 and IS 800.

LICENSES, CERTIFICATES, AND OTHER REQUIREMENTS:

Valid driver's license required upon hire and throughout employment. Upon appointment, successful applicant must agree to carry a department-provided pager, cellular telephone and 800mhz radio, and must have access to an operating vehicle on a 24-hour basis. Performance as a department Duty Officer on a rotating basis is required.

WORKING CONDITIONS:

The majority of the work is performed in the usual office environment with travel to off-site locations. Employees may be required to serve in the Emergency Coordination Center in an operational capacity or at other locations as assigned during exercises, emergencies, or disasters. Attendance at meetings and working with volunteers will require evenings and other odd hours. This position may require the lifting of boxes up to 50 pounds and the climbing of ladders.

DEPARTMENTAL EXPECTATIONS:

Successful candidate must complete Incident Command System (ICS) courses 300 and 400 within **one year** of hire. Candidates for employment must successfully pass a criminal background investigation.

Knowledge, Skills, and Abilities

Emergency Management office experience and two (2) years of disaster/emergency planning experience preferred. Successful candidate must have completed must complete the Incident Command System (ICS) courses 300 and 400 within one year of hire.

Knowledge of:

- emergency management principles
- office procedures and practices

Ability to:

- deal courteously, professionally, and tactfully with internal and/or external partners, agencies, and the public
- work effectively as a member of a team and with diverse populations
- communicate effectively both orally and in writing
- follow verbal and written instructions

- operate computer terminals and applicable software

Behavioral Standards

All employees of the Spokane County Sheriff's Office are responsible for contributing to a safe, productive, and positive work environment, by being self-motivated and actively demonstrating the core values of the Sheriff's Office in their daily work and interactions:

- Respect: Appreciating and valuing customers, co-workers, managers, other County employees, and County leadership by showing courtesy, friendliness, and fairness. Communicating in a productive and professional manner.
- Accountability: Honoring and delivering on commitments by taking responsibility for personal actions and results; a team player that helps the organization meet its objectives by taking initiative; being a responsible steward of public resources and the trust County residents have placed in each of us.
- Integrity: Positively represents the organization and the County by modeling transparent and ethical behavior and demonstrating it with honest and trustworthy behaviors and actions; leading by example and performing work to the highest standards.
- Innovation: Striving for excellence by actively pursuing opportunities for new and improved methods, procedures, or technologies; fostering an environment of engagement, empowerment, and embracing continuous improvement.

Established / Revised Dates

Rev. 1/28/04, 10-24-05, 06-8-09; 4-14-15; 10-13-15; 8-8-17, 8-24-17, 6-12-18; Updated Examples of Duties language & Behavioral Standards on 7/12/2022; Standardized Class Spec Section Titles 10/10/2023; Standardized Minimum Requirement language, revised according to RCW updates 6/11/2024



Spokane County Civil Service - Program Specialist 2 - Emergency Management

CLASS CODE	D03204	SALARY	\$28.26 - \$39.54 Hourly \$4,897.78 - \$6,854.22 Monthly \$58,773.38 - \$82,250.61 Annually
BARGAINING UNIT	Non Represented		

General Purpose

Under the general supervision of the Deputy Director, the Program Specialist II performs specialized, professional work planning and coordinating comprehensive emergency management program activities that include mitigation, preparedness, response, and recovery. May lead or assist with projects in many program areas including: disaster exercises, planning, public education, operations, public information, logistics, technology and equipment support, homeland security, and training.

This position has a full range of planning and coordination activities that require broad discretion, strict accountability and independent determination of priorities for one or more diverse complex emergency management programs such as emergency planning, mitigation, incident response, public education, public information, public affairs, and training coordination.

Essential Job Functions

The following duties ARE NOT intended to serve as an exclusive list of all essential job functions performed by all employees in this classification, but only as a representative summary of the primary job functions and responsibilities. Incumbent may not be required to perform all job functions and may be required to perform additional, position specific tasks.

Leads or participates in various planning efforts with individuals of diverse backgrounds.

Writes and coordinates a variety of emergency or disaster related plans or portions of plans, procedures, and checklists.

Develops and delivers disaster preparedness public education programs.

Leads or participates in activities that maintain or enhance the operational readiness of the Spokane County Emergency Coordination Center.

Participates in or leads multi-agency, multi-disciplinary groups such as the Local Emergency Planning Committee, volunteers, and public and private sector partners.

During Emergency Coordination Center activations, works with other staff as a member of a team to coordinate disaster response and recovery activities that require working on non-traditional and extended hours that may continue for several days or weeks.

Develops and delivers disaster management training programs, courses, and preparedness presentations to diverse audiences.

Prepares contracts or grants including the development and monitoring of scope, budget, and schedules.

Acts as a liaison to assigned schools, cities, hospitals, and businesses to assist in establishing disaster procedures and plans.

Acts in the capacity of a "duty officer" on a rotating basis with other staff, receiving calls during non-business hours, evaluating the situation, and recommending a course of action.

Oversees the management and coordination of a disaster response in an Emergency Operations Center environment that may be staffed 24 hours a day for extended periods of time.

Performs other emergency management functions as required.

Education and Experience Requirements

Must be a citizen of the United States, a lawful permanent resident, or a deferred action for childhood arrivals (DACA) recipient; must be able to speak, read, and write the English language; high school diploma or GED.

Must have a Bachelor's degree in emergency management, leadership, public administration or like degree and four (4) years' full-time experience in emergency management **or** eight (8) years of full-time experience in emergency management. All candidates must have successfully completed Incident Command System (ISC) 100, ISC 200, ISC 300, IS 700 and IS 800 courses.

LICENSES, CERTIFICATES AND OTHER REQUIREMENTS:

A valid driver's license is required at the time of hire and throughout employment. Upon appointment, persons in this position are required to carry a pager, cell phone and 800mhz radio, and be available to respond to the Emergency Operations Center during emergencies and disasters and must have access to an operating vehicle on a 24-hour basis. Performance as a department Duty Officer on a rotating basis is required.

WORKING CONDITIONS:

The majority of work is performed in the usual office environment with travel to off-site locations. Employees may be required to serve in the Emergency Coordination Center in an operational capacity or at other locations as assigned during exercises, emergencies, or disasters. Attendance at meetings and working with volunteers will require evenings and other odd hours. This position may require lifting boxes up to 50 pounds and the climbing of ladders.

DEPARTMENTAL EXPECTATIONS:

Successful candidates must complete Incident Command System (ICS) ICS 400 within one year of hire; and complete the Emergency Management Institute (EMI) Professional Development Series of courses (IS 120, IS 230, IS 235, IS 240, IS 241, IS 242 and IS 244) within two (2) years of hire. Candidates for employment must successfully pass a criminal investigation background.

Knowledge, Skills, and Abilities

Knowledge of:

- management of emergency operations
- general government principles and procedures
- presentation skills
- principles of public relations
- needs assessment and gap analysis
- service area and community resources.

Skilled in:

- analysis and problem solving
- working effectively as a team member to coordinate accomplishment of tasks

Ability to:

- deal courteously, professionally, and tactfully with internal and/or external regional partners, agencies, and the public
- operate computer terminals and applied software packages including spreadsheet, database, word processing,

and budget management software

- communicate effectively both orally and in writing

Behavioral Standards

All employees of the Spokane County Sheriff's Office are responsible for contributing to a safe, productive, and positive work environment, by being self-motivated and actively demonstrating the core values of the Sheriff's Office in their daily work and interactions:

- Respect: Appreciating and valuing customers, co-workers, managers, other County employees, and County leadership by showing courtesy, friendliness, and fairness. Communicating in a productive and professional manner.
- Accountability: Honoring and delivering on commitments by taking responsibility for personal actions and results; a team player that helps the organization meet its objectives by taking initiative; being a responsible steward of public resources and the trust County residents have placed in each of us.
- Integrity: Positively represents the organization and the County by modeling transparent and ethical behavior and demonstrating it with honest and trustworthy behaviors and actions; leading by example and performing work to the highest standards.
- Innovation: Striving for excellence by actively pursuing opportunities for new and improved methods, procedures, or technologies; fostering an environment of engagement, empowerment, and embracing continuous improvement.

Established / Revised Dates

4-14-15, 8-8-2017, 6-12-18; Updated Examples of Duties language & Behavioral Standards on 7/12/2022; Standardized Class Spec Section Titles 10/10/2023; Standardized Minimum Requirement language, revised according to RCW updates 6/11/2024

Reasons for Unit Clarification Local 492-SO, Civil Service Program Specialists 1 & 2

- Article 4.1 of the Local 492-SO 2021-2025 collective bargaining agreement states:
 - “4.1 **Locals Represented:** The Employer recognizes Local 492-SO, Council 2, AFL-CIO, to be the sole and exclusive bargaining agent for all matters of wages, hours and working conditions over which the Employer is obligated by law to collectively bargain with respect to the employees in positions within the respective bargaining units represented by the Union as identified in the appendices and the departments identified in the appendices.”
- No change is proposed to Article 4.1, but it is proposed to include the petitioned-for positions as part of the bargaining unit.
- Positions currently represented by the Local 492-SO collective bargaining agreement include the following civil service classifications of work:
 - Crime Analysts
 - Forensics
 - Sheriff’s Office Support Staff
- The petitioned-for positions, are all civil service positions within the Sheriff’s Office and have a community of interest with the existing positions. They include:
 - Program Specialist 1 – Emergency Management
 - Program Specialist 2 – Emergency Management
- There are currently approximately twenty-five (25) members of the existing bargaining unit and six (6) employees in the petitioned-for group of Program Specialists.
- The group of petitioned-for employees has not been represented previously.
- The County is in agreement with the inclusion of these positions within the existing.