

1/1/2015 through 12/31/2017

SUPPLEMENTAL

WORKING AGREEMENT

Between

SPOKANE COUNTY SHERIFF,

SPOKANE COUNTY,

And

LOCAL 492 SP OF WASHINGTON STATE COUNCIL OF

COUNTY AND CITY EMPLOYEES, AFSCME, AFL-CIO

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ARTICLE I - PURPOSE AND INTENT

- 1.1 The general purpose of this Agreement is to set forth terms and conditions of employment and provide for a system to promote orderly labor relations for the mutual interest of the County, the employees and the Union.
- 1.2 The parties recognize that the interest of the community and the job security of the employee depend upon the County's success in establishing a proper service to this community.
- 1.3 To these ends the County and the Union encourage to the fullest degree friendly and cooperative relations between the respective representatives at all levels and among all employees.

ARTICLE II - UNION/MANAGEMENT RELATIONS

- 2.1 All collective bargaining with respect to wages, hours and general working conditions shall be conducted by authorized representatives of the Union and authorized representatives of the Employer.
- 2.2 Agreements reached between the parties to this Agreement shall become effective only when signed by designated representatives of the Union and the Employer.
- 2.3 Subject to the terms of this Agreement, the management of the department and the direction of the working forces are vested exclusively in the Employer and nothing shall be construed as limiting the Employer's authority as conferred by law, or in any way abridging or reducing such authority except as may be specifically relinquished or modified herein by the express provisions of this Agreement. The Employer shall be required to maintain discipline and efficiency. These rights include, but are not limited to:
 - 2.3.1 Assign Work
 - 2.3.2 Establishing work schedules and start times
 - 2.3.3 Establishing work methods
 - 2.3.4 Utilizing new technology
 - 2.3.5 Disciplining, suspending, or discharging employees
 - 2.3.6 Establishing staffing levels
 - 2.3.7 Determining which services are going to be performed
 - 2.3.8 Directing the work force
 - 2.3.9 Establishing qualifications for employment and promotion in conjunction with Civil Service
 - 2.3.10 Establishing reasonable productivity standards
 - 2.3.11 Establishing reasonable rules and regulations and enforcing them
- 2.4 It is mutually agreed that a committee from the Union and a committee from management conduct regular labor/management meetings for the purpose of resolving problems and addressing matters of safety that may arise and to promote the general climate of labor/management relations. Meetings shall be conducted quarterly, but they may be scheduled more often by mutual agreement.
- 2.5 The two committees shall be comprised of three members from the Union and three members representing management. Additional persons may be invited to participate by mutual agreement. Meeting agendas should be prepared in each case, and submitted in advance of each meeting. Nothing in this Article shall be construed as conferring on either party the right to reopen this Agreement, or any part thereof, for re-negotiation.

ARTICLE III - HOURS OF WORK

- 3.1 The regular hours of work each day shall be consecutive except for interruptions for lunch period.
- 3.2 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. 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 negotiated by designated representatives of the Union, the County, and the Office of the Sheriff.
- 3.3 Eight (8) 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 work day. Employees may be required to stay at their work site during their lunch or break periods when requested or during emergencies.

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.

- 3.4 Normal work schedules showing the employee's shifts, work days 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.
- 3.5 Employees whose work shifts are extended by 1 hour due to changes associated with daylight savings time, shall be paid for the additional hour in the fall. Employees will be required to remain at work for the additional hour or use one (1) hour of vacation in the spring due to the time change.
- 3.6 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.
- 3.7 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.

3.8 Alternative work hours or shifts other than those specified above may be negotiated for individual sections or work units utilizing a memorandum of understanding.

ARTICLE IV - HOLIDAYS

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

New Year's Day (January 1)
Independence Day (July 4)
Labor Day (1st Mon. in Sep)
Thanksgiving Day (4th Thurs. in Nov)
Christmas Day (December 25)

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.

4.2 In addition to the above paid holidays, full-time employees on the payroll December 31st of the previous year shall be entitled to seven (7) 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.

4.2.1 New employees hired during a calendar year shall earn

- 4.2.1a seven (7) personal holidays if on the payroll on or between the 1st and 15th of January
- 4.2.1b five (5) personal holidays if on the payroll on or between the 1st and 15th of April;
- 4.2.1c three (3) personal holidays if on the payroll on or between the 1st and 15th of July and,
- 4.2.1d one (1) personal holiday if on the payroll on or between the 1st and 15th of October.

4.2.2 In the event an employee who is entitled to seven (7) paid personal holidays under this paragraph terminates, their entitlement to personal holidays shall be calculated as follows:

- 4.2.2a Employees terminating on or between January 1 and March 31 shall be entitled to two (2) personal holidays.

- 4.2.2b Employees terminating on or between April 1 and June 30 shall be entitled to three (3) personal holidays.
 - 4.2.2c Employees terminating on or between July 1 and September 30 shall be entitled to five (5) personal Holidays.
 - 4.2.2d Employees terminating on or after October 1 shall be entitled to seven (7) personal holidays.
- 4.3 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.
- 4.4 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.
- 4.5 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.
- 4.6 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:
- 4.6.1 Time and one half (1 ½) the regular hourly rate will be paid for hours worked on a regularly established shift.
 - 4.6.2 Double time (2 times) the regular hourly rate will be paid for hours worked in excess of the regularly established shift.
 - 4.6.3 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.
- 4.7 If the designated holiday falls on an employee's regular day off, employee will receive eight (8) hours pay in addition to their regular pay for those employees working eight (8) hour shifts and ten (10) hours of pay for employees working ten (10) hour shifts.
- 4.8 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 vacation leave hours, whichever they decide.

- 4.9 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.
- 4.10 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 work day.
- 4.11 Any employee who is discharged or separated from the service of the employer for dishonesty or misconduct shall not be compensated for unused accrued personal holidays. If any employee is placed on administrative leave due to a disciplinary process, they shall not accrue personal holidays. If the employee is returned to work, they shall be credited with personal holiday leave as if they had been working instead of being on administrative leave.

ARTICLE V – PAID TIME OFF

5.1 PTO Uses:

PTO may be used for any approved absence. A supervisor must approve scheduled or unscheduled absences before PTO can be utilized.

5.2 Requesting PTO Time:

5.2.1 New hires can use PTO after 90 calendar days of employment.

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

5.2.3 Scheduled PTO (for example: medical appointments, trips, family functions, recreational activities) require prior written approval. Scheduled absence requests should be submitted for approval three (3) weeks prior to absence. Approvals for scheduled absences are at the supervisors discretion based on the business needs of the department but will not be unreasonably withheld.

5.2.3.1 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.

5.2.3.2 **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.

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

5.2.3.4 The County shall post an employee's accrued PTO on a monthly basis.

5.2.4 Unscheduled PTO (for example: emergencies or calling in before shift with illness/injury), approval must be requested as soon as possible but no later than the 15 minutes after the start of your shift.

5.3 Unauthorized absences include two types:

- a. 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).
- b. 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 considered an abandonment of one's job and justify severe discipline (suspension/termination).

5.4 Accrual Rates:

5.4.1 Any gaps in service will be treated as follows; if rehired/recalled within 18 months after a layoff 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 within 18 months. 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.

5.4.2 Accrual of hours will be after the 16th of the month at the following:

Years of Service	8.0 Hour Rate		8.0 Hour Rate Max Hours Accrued Under PTO
	Hours Per Month	Hours Per Year	
Less than 5 years	14.00	168.00	336.00
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

5.4.3 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.

5.4.4 Employees must be in a paid status for more than one-half (½) of their scheduled work days during the month to earn credit for PTO time.

5.4.5 Employees working percentage time will accrue PTO time on a pro-rated basis.

5.5 Cap/Maximum Accrual:

5.5.1 PTO account balance cannot exceed two (2) times the annual accrual rate.

5.5.2 If the cap is exceeded and no leave is used or cashed out (see section 9.7 Annual PTO Cash Out/Incentives), leave will not be accrued for that month.

5.6 CAT (Catastrophic) Account:

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

5.6.2 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 employees 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 three (3) 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.

5.6.3 Employees must first use a minimum of five (5) working days of PTO per condition before accessing their CAT account.

5.6.4 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.

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

5.7 Annual PTO Cash Out/Incentives:

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

5.7.2 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.

5.7.3 Cash out can only occur between May 1st and September 15st each year.

5.7.4 Employees may cash out up to 40 hours per calendar year in ¼ hour increments.

5.7.5 Employees must take 40 hours of PTO/vacation within the 12 calendar months prior to request for cash out.

5.7.6 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.

5.7.7 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.

5.8 Separation from Service:

5.8.1 Upon separation from service for any reason, employees will be cashed out at 100% of their PTO balance.

5.8.2 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.

5.9 Conversion From PTO to Sick Leave/Vacation Leave/Personal Holiday Schedule:

5.9.1 A change in position may require an employee to convert back from the PTO plan, to the sick leave/vacation leave/personal holiday schedule, if such position is in a group excluded from the PTO plan. 5.9.2 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.

5.8 Compensation for Absences Due to Widespread Emergency

5.8.1 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, accrued annual leave or accrued comp-time. If such accrued leave time is not available to that employee, such absences will be without pay.

5.8.2 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 at a maximum of eight (8) hours or ten (10) hours depending on the employee's scheduled hours, within two (2) weeks.

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

ARTICLE VI - SICK LEAVE

6.1 Eligibility and Accumulation

6.1.1 Employee shall start to earn sick leave at the rate of eight hours one (1) day per month as of the first of the month nearest their date of hire. Employee hired on or before the 15th of the month shall receive credit for the full month. Employee hired after the 15th of the month shall not receive credit for that month. Employees separating from service on or before the 15th of the month will not receive any credit for that month. Employees separating after the 16th of the month will receive credit for the full month.

6.1.2 Sick leave may accumulate to a total of six hundred hours unless employee opted out of County disability leave back in the 1980s. If the employee opted out of County disability leave, sick leave may accumulate to a total of one thousand forty (1040) hours. An additional four hundred (400) hours of sick leave may be accumulated and held in reserve for use. No part of the additional four hundred (400) hours reserve sick leave shall be paid off upon termination under the provisions of 6.4 of this Article.

6.3 **Sick Leave Review** - See Appendix "B" Employee Attendance and Sick Leave Reporting Policy attached and incorporated herein by reference

6.4 Unused Sick Leave

6.4.1 **Employees Covered by PERS I:** The parties mutually agree that cash out of unused accrued sick leave (fifty percent (50%) of one thousand forty (1040) hours), compensatory time, or any other claimed accumulation of unused time off shall be included in the calculation of the employee's retirement pension.

ARTICLE VII - LEAVES OF ABSENCE

7.1 Eligibility Requirements

Employees may be eligible for leaves of absence after six (6) months' service with the employer.

7.2 Application for Leave

Any request for a leave of absence shall be submitted in writing by the employee to their immediate supervisor. The request shall state the reason the leave of absence

is being requested and the approximate length of time off the employee desires. Any request for a leave of absence shall be answered promptly and in writing.

7.3 Types of Leaves

7.3.1 Civic Duty

- 7.3.1a Any necessary leave shall be allowed by the Sheriff to permit an employee to serve as a member of a jury, or to exercise their other obligatory civil duties. Employees called for jury duty who are not selected for a jury shall return to work when released by the court. Each employee who is granted such leave, and who, for the performance of the civic duties involved, receives any compensation, shall be paid by the County for the time they are absent from duty upon turning in to the County the compensation received for such civic duties. Should an employee be called for jury duty, the County may request the court to excuse them.
- 7.3.1b Any necessary leave may be allowed by the head of a department to permit an employee to exercise their voluntary civic duties. Such leave shall be without pay.
- 7.3.1c 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.

7.3.2 Educational Leave

Full time employees may be granted paid leave(s) for educational 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.

7.3.3 Military Service

Every employee of the Sheriff's Office who is a member of the Washington National Guard or of the armed services reserve of the United States shall be entitled to and shall be granted military leave of absence from such employment for a period not exceeding twenty-one (21) working days during each calendar year. Such leave shall be

granted in order that the persons may take part in active training duty in such a manner and at such a time as they may be ordered to active training duty. Such military leave of absence shall be in addition to any vacation or sick leave to which the employee might otherwise be entitled and shall not involve any loss of rating privileges or pay. During the period of military leave not to exceed twenty-one (21) working days per year, the employee shall receive from the County their regular rate of pay for their permanent classification.

Any military leave, which would require exception to the limits addressed under Article V – Annual Leave may be granted upon receipt of a letter written by the individual's military reserve company commander. Exceptions approved may be mandatory group reserve movements, military required training that is not offered during any other period, or other reason that may be approved by Spokane County Sheriff's Office Division Commanders.

7.3.4 Union Witness

Any employee who must testify in a grievance, unfair labor practice or arbitration hearing, shall be paid for such time if such time is during the employee's normal work schedule.

7.3.5 Family Leave

The Employer agrees to grant family leave in accordance with State and Federal Laws. Employees who take leave time under the provisions of the Federal Family Medical Leave Act shall be required to use all available accrued compensatory time, annual leave and sick leave prior to taking any unpaid leave. Provided further, that the employee may elect to preserve up to twenty two (22) days of accumulated sick leave from the requirements of this section.

7.3.6 Maternity Leave

The Employer agrees to grant maternity leave in accordance with State and Federal laws.

7.3.8 Other Leaves

Any other leaves may be granted by mutual consent of the employer and the employee.

7.4 Unpaid Leave of Absence - Impact on Benefits

- 7.4.1 Employees on an unpaid leave of absence must be in a pay 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 group insurance coverage. 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.
- 7.4.2 The provisions of the paragraph above shall not apply to employees on an unpaid leave of absence due to a compensable industrial accident.

ARTICLE VIII - WAGES/OVERTIME

8.1 Wage Schedule

Employees shall be compensated in accordance with the wage schedule attached to this Agreement and marked Appendix A. The attached wage schedule shall be considered a part of this Agreement and is based on the following:

For 2015, a 1.5% COLA will be effective July 1, 2015

For 2016, a 1.5% COLA will be effective January 1, 2016

For 2017, either party may request a wage opener by August 15, 2016 for 2017 wages.

8.2 New Positions

When any position not listed on the wage schedule is established, the County shall bargain the pay rate and classification. In such event, the County may assign a provisional pay rate to the employee which shall have no weight in subsequent negotiations or impasse procedures.

8.3 Work Out of Classification

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 a minimum of two (2) ranges 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.

8.4 Pay Period

The salaries and wages of employees shall be paid semi-monthly.

8.5 Reporting Time, Call Back and On Call Pay

8.5.1 Any employee who is scheduled to report for work on their regularly scheduled shift and who presents themselves for work but where work is not available or made available for them may be excused from duty and paid at their regular rate for eight (8) or ten (10) hours.

8.5.2 Any employee called to work outside their regular shift shall be paid a minimum of four (4) hours at straight time or the rate of time and one-half (1 ½) their regular rate for all hours worked, whichever is greater. Attendance at mandatory or scheduled meeting and/or training sessions shall not be subject to minimum call back provisions of this Agreement.

8.6 Court Time

Any employee who is required to appear and/or testify in court on their own time or time other than their regular duty hours shall be paid at a rate of time and one-half (1 ½) their regular hourly wage while in or awaiting court with a minimum of three (3) hours show-up pay. Nothing in this Section is construed to mean time spent in personal suits, either civil or criminal, not a result of circumstances which occurred in the line of duty nor for court action for which they are otherwise compensated. Court time will be considered separate from overtime pay.

8.7 Standby

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

- 8.7.1 The hours of Stand By shall be as determined by the Supervisor.
- 8.7.2 Employees shall be paid one point five (1.5) hours for each eight (8) hours on Stand By.
- 8.7.3 Employees shall be paid two point five (2.5) hours for each eight (8) hours on Stand By during any holiday.
- 8.7.4 Stand By employees will:
 - 8.7.4a Not consume alcohol;
 - 8.7.4b Carry a pager provided by the employer or be available by telephone call to the employee's residence or to his/her cell telephone;
 - 8.7.4c 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.
 - 8.7.4d 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.
 - 8.7.4e 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.

8.8 Overtime

8.8.1 Time and one-half (1 1/2) 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.

8.8.1.1 For employees working an eight (8) hour shift, all work performed in excess of eight (8) hours in a work day. For employees on a ten (10) hour shift, all work performed in excess of ten (10) hours.

8.8.1.2 All work performed in excess of forty (40) hours in any work week.

8.8.1.3 All work performed before or after any scheduled work shift.

8.8.1.4 All work performed on any of the paid holidays set forth in Article IV - Holidays.

8.9 Mandatory Overtime

8.9.1 **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.

8.9.2 **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.

8.9.3 **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.*

8.10 Comp-time

8.10.1 At the employee's option, overtime may be compensated by comp-time off, one (1) hour and thirty (30) minutes for each overtime hour worked. Comp-time may be accrued to a total of not more than sixty (60) hours of comp-time if working a 40 hour work week. Twenty (20) hours of the 60 hours maximum (with 40 hrs. eligible for payout) are intended to be taken as paid time off and not subject to the twice annual cash out. Therefore, Employer may schedule up to 20 hours of

compensation time as paid time off before paid as direct compensation or separation of service requires a potential payout.

8.10.2 Use of comp-time cannot cause an employee to exceed their maximum vacation accrual. Comp-time off may be taken when mutually agreeable to the employer and the employee.

8.10.3 Once comp-time is selected, it cannot be converted to pay except as follows:

- a. Any employee may request payment of accrued comp-time only twice each calendar year. Payment dates are May 15th and December 15. Notification to payroll must occur before May 1st and December 1st respectively. If this payment is requested, all accrued comp-time will be paid to the employee.
- b. Payment of the remaining accrued comp-time will occur when the employee separates employment.
- c. Any payment of comp-time will be made at the rate in effect at the time the payment is made.

8.11 Longevity

Effective October 1, 2014, a monthly longevity bonus will be paid an employee, in addition to employees regular rate of pay, if the employee has continuous service from the time of appointment to regular full time employment. Payments will be calculated as follows:

<u>Continuous Service</u>	<u>Monthly Amount</u>
Over 7 years	\$ 40.00
Over 10 years	\$ 75.00
Over 15 years	\$100.00
Over 20 years	\$150.00
Over 25 years	\$200.00

8.12 Shift Differential

In addition to the established wage rates, the employer shall pay an hourly incentive for all hours worked on a regular scheduled swing and/or graveyard shift as identified on the shift bid. The rate shall be:

8.12.1 for swing shift - \$0.50 per hour;

8.12.2 for graveyard shift - \$0.60 per hour.

8.12.3 Employees working overtime during the identified swing and/or graveyard shifts, in addition to the overtime pay received shall be paid the hourly incentive for all hours worked during the qualifying time periods.

8.13 Bilingual Reimbursement

Members shall receive an additional one hundred dollars (\$100.00) per month on their salary for fluency in a foreign language deemed necessary for the County and used on a frequent and continuing basis. Fluency shall be determined by tests standardized by the County Personnel Department. Each department shall determine which, if any, languages are necessary for the needs of the department subject to approval by the Personnel Department.

8.14 Compensation for Field Training Officers (FTO):

FTOs will receive a total of five (5) hours of overtime pay per month at the current wage of the FTO. This compensation will be continuing as long as the employee holds the FTO assignment and shall not be predicated on being in an active training phase.

ARTICLE IX - SENIORITY

9.1 Seniority shall be defined as follows:

9.1.1 Total length of service within job classification first.

9.1.2 Total length of unbroken service with the Sheriff's Office.

9.2 For the purposes of computing seniority, all authorized leave shall be considered as time worked. 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.

9.3 In the event of a layoff for any reason, employees shall be laid off in the inverse order of their seniority in the classification in which the work force is being reduced. No layoffs or reduction to a lower classification shall be executed so long as there are temporary employees serving with the affected classification.

9.4 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.

9.5 Disciplinary suspensions shall not adversely affect bidding seniority.

9.6 Two thousand eighty (2080) hours of work shall be considered a probationary period. During such probationary 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.

ARTICLE X - DISCIPLINE AND DISCHARGE

10.1 Administration: 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. 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.

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

- 10.1.1a** Oral reprimand
- 10.1.1b** Written reprimand
- 10.1.1c** Suspension/Administrative leave (Notice to be given in writing within three (3) business days of the suspension/administrative leave)
- 10.1.1d** Demotion (A demotion shall not result in the layoff of another employee within the bargaining unit. Notice to be given in writing within three (3) business days of the demotion.)
- 10.1.1e** Discharge (Notice to be given in writing within three (3) business days of discharge)

10.1.2 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 shall be with pay. The Department shall inform an employee of his/her right to Union representation at any meeting disciplinary action may occur.

10.1.3 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.

10.2 Suspension/Demotion/Discharge Notice

10.2.1 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, demoted and/or discharged.

10.2.2 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.

ARTICLE XI - GENERAL PROVISIONS

11.1 Pledge Against Discrimination and Coercion

- 11.1.1 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.
- 11.1.2 All reference to employees in this Agreement designates both sexes and wherever the male gender is used it shall be construed to include male and female employees.
- 11.1.3 The employer 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 employee representative against any employee because of Union membership or because of any employee activity in an official capacity on behalf of the Union. The Union recognizes its responsibility as bargaining agent and agrees to fairly represent all employees in the bargaining unit without discrimination, interference, restraint or coercion.
- 11.1.4 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.

11.2 Union Activities on Employer's Time and Premises

- 11.2.1 The employer agrees that during working hours, on the employers' premises, and without loss of pay, Union representatives shall be allowed to:
 - 11.2.1a Post Union notices.
 - 11.2.1b Attend negotiation meetings with the approval of the supervisor.
 - 11.2.1c Transmit communications, authorized by the local Union or its officers to the employer or their representative.
 - 11.2.1d 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.

11.3 Time Off For Union Business

11.3.1 The employer agrees to allow Union representatives a total 80 hours with pay each year to attend or represent the Union at Union functions. Examples of Union functions are State conventions, Council 2 trainings and conferences, and any other functions that Management agrees are beneficial to the County.

11.3.2 The Union agrees to conduct Local Union business at times other than normal County business hours. Examples of Local Union business are General Membership meetings, Executive Board meetings and elections.

11.4 Work Rules

The employer agrees to notify the Union of any changes in existing work rules or the establishment of new work rules.

11.5 Seniority List

During the term of this Agreement, the Employer will furnish the Union with an up-to-date Department seniority list for the bargaining unit.

11.6 Equipment

The Employer 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.

11.6.1 Safety Shoes/Boots

Sheriff's Garage and Auto Techs and Maintenance Personnel shall wear safety shoes/boots on the job. County will provide:

1. One (1) pair of safety-toes shoes/boots per year not to exceed \$160; or
2. Custom shoes/boots which will be purchased no more than every three years at a cost not to exceed \$500.

11.7 Clothing Allowance

When the Employer mandates a uniform, the Employer shall provide the initial issue unless the employee is allowed to continue using the obsolete article(s) until no longer serviceable. Furthermore, if the employee is required/mandated to wear a uniform, a clothing allowance will be negotiated between the parties if the Employer does not replace the no longer serviceable uniform.

11.8 Personal Property

The Employer will repair or replace clothing, eyeglasses and personal property not to exceed the actual cash value of such property that is damaged or destroyed in

the line of duty. Nothing in this section is meant for the Employer to repair or replace damaged or destroyed property if the payment can be secured by the court.

11.9 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.

11.10 Reasonable Suspicion Substance Abuse Testing

Reasonable suspicion testing for alcohol (Breath Alcohol Content - BAC) or controlled substances (Urine Analysis - UA) may be directed by 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.

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.

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.

ARTICLE XII - SUPPLEMENTAL AGREEMENT

This Agreement may be amended, provided both parties concur. Supplemental Agreements may be completed through negotiations between the parties at any time during the life of the Agreement. Should either party desire to negotiate a matter of this kind, it shall notify the other party in writing of its desire to negotiate. Supplemental Agreements thus completed will be signed by the responsible Union and County officials. Supplemental Agreements thus completed shall become a part of the Agreement and subject to its provisions.

ARTICLE XIII - TERMINATION

This Agreement shall be effective as of the 1st day of January 2015, and shall remain in full force and effect until the 31st day of December 2017. Negotiations for a successor Agreement shall begin in accordance with the provisions of RCW 41.56.

**1/1/2015 through 12/31/2017 Supplemental Working Agreement between the
SPOKANE COUNTY SHERIFF'S OFFICE, Spokane County and LOCAL 492-SP.**

IN WITNESS WHEREOF, the parties hereto have set their hand this
_____ day of _____, 2015 .

FOR THE UNION:

FOR THE EMPLOYER:

Gordon Smith
Staff Representative

Al French, Spokane County
Commissioner

Heather Martinez
President Local 492-SP

Todd Mielke, Spokane County
Commissioner

Shelly O'Quinn, Spokane County
Commissioner

Sheriff Ozzie Knezovich

APPENDIX A- CLASSIFICATIONS AND SALARY RANGES

7/1/15

Union Code	Job Code	Description	Sal Plan	Grade
SPA	1018PA	Admin. Asst. 1	E75	4TK
SPA	1032PA	Staff Assistant - Sheriff	E75	4MA
SPA	1211PA	Accounting Technician 4	E75	4MA
SPA	4044PA	Automotive Servicer Technician	E80	4KA
SPA	4045PA	Automotive Technician	E80	4UF
SPA	4049PA	Sheriff Technical Assistant 2	E75	3SA
SPA	4055PA	Sheriff Technical Assistant 3	E75	3ZR

APPENDIX B - EMPLOYEE ATTENDANCE and SICK LEAVE REPORTING

1014.1 PURPOSE AND SCOPE

An employee's regular and predictable attendance at work is crucial to making the Department run smoothly. All employees need to do their part in achieving this goal, and one way is to maintain a good attendance record. Any absence or tardiness becomes a part of the employment record.

Employees are expected to be at their work locations on time. Tardiness is defined as being at your work location past your scheduled starting time. You should also notify the on duty supervisor when you know you may be late for work. Being on time makes it easier for all of us because tardiness hinders teamwork among employees. Being tardy for work or leaving the job station before quitting time will be considered cause for corrective action up to and including termination.

Employees of the Sheriff's Office are provided with a sick leave benefit that may give them continued compensation during times of absence due to personal or family illness. The number of hours available is detailed in the employee's respective labor agreement. Employees may also be entitled to additional paid or unpaid leave for certain family and medical reasons in accordance with State and Federal Law.

On occasion, an employee without a sick leave balance may request vacation or compensatory time off in lieu of sick leave. Such a request shall be made through the employee's immediate supervisor to the Division Head. The Division Head or designee may grant the request, but is under no obligation to do so. If the use of alternative leave is not approved, the employee will be notified and the absence will be recorded as "leave without pay." The employee's supervisor shall document the incident consistent with the procedure for disapproving sick leave (1014.6 Disapproval of Leave).

If an employee is continually in an unpaid leave status that is unprotected the employee's supervisor shall review the employee's attendance. The Sheriff is under no obligation to offer continued employment if the employee is off work in an unpaid, unprotected status.

1014.2 EMPLOYEE RESPONSIBILITIES

Employees are expected to attend work and to be working in a regular and predictable manner. Failing to do so may result in discipline up to and including termination. Employees who cannot, or will not fulfill their responsibilities, regardless of fault, create cause for one or more of the following actions:

- Reassignment
- Reduction in duties
- Fitness for Duty testing
- Disciplinary Action
- Termination

Sick leave may be used for absences caused by illness, injury, temporary disability (including pregnancy/maternity), or for medical, dental or vision exams or medical treatment of the employee or the employee's immediate family when it is not possible to schedule such appointments during nonworking hours.

Sick leave is not considered vacation, and abuse of sick leave may result in discipline and/or denial of sick leave benefits. Employees on sick leave shall not engage in other employment or self-employment, or participate in any sport, hobby, recreational or other activity which may impede recovery from the injury or illness.

Employees must anticipate and prepare themselves and/or family members for unusual occurrences. The department must continue to operate during emergent incidents of man-made or natural occurrence including periods of bad weather. Thus, the need for employees to be on the job during such periods of time is of paramount importance. Employees are expected to make every effort to report for work. If an employee does not report for work when scheduled during these occasions, they may request vacation or compensatory time off. Such a request shall be made through the employee's immediate supervisor to the Division Head. The Division Head may grant the request, but is under no obligation to do so. If the use of leave is not approved, the employee will be notified and the absence will be recorded as "leave without pay". The supervisor shall document the incident consistent with the procedure for disapproving leave (1014.6 Disapproval of Leave)

Upon return to work from any absence, employees shall complete and submit a leave request describing the type of leave used and the specific amount of time taken.

1014.2.1 NOTIFICATION

Employees are encouraged to notify the Shift Commander or appropriate supervisor as soon as they are aware that they will not be able to report to work. At a minimum, employees shall make such notification no less than two hours before the start of their scheduled shift. If an employee is unable to contact the supervisor in the case of an emergency, every effort should be made to have a representative contact the supervisor.

When the necessity for leave is foreseeable, such as an expected birth or planned medical treatment, the employee shall, whenever possible, provide the Department with no less than 30 days notice of the intent to take leave.

Absence of three or more consecutive scheduled working days without notifying the appropriate person will be considered as a voluntary termination.

1014.3 EXTENDED ILLNESS

Employees absent from duty due to illness in excess of three consecutive days may be required to furnish a statement from their physician upon returning to work. Nothing in this section precludes a supervisor, who has an employee with a documented history of sick leave abuse, from requiring a physician's statement if three or fewer sick days are taken.

Employees, on a long term basis, who miss work due to a health condition or unanticipated crisis, are still subject to this policy even though the absence is long term or the prognosis for recovery is poor.

1014.4 SUPERVISOR RESPONSIBILITY

Supervisors should monitor sick leave usage and regularly review the attendance of employees under their command to ensure that the employee's attendance is consistent with this policy. Supervisors should address attendance in the employee's performance evaluation when it has negatively affected the employee's performance or ability to complete assigned duties, and when unusual amounts of sick leave by the employee has had a negative impact on department operations. When appropriate, supervisors should counsel employees regarding the excessive use of sick leave and should consider referring the employee to the Employee Assistance Program.

To facilitate the supervisor's review, the Payroll Unit shall provide quarterly reports of sick leave usage to each command. The reports shall include individual employee's usage and balances, and unit/division/detail use.

Excessive absenteeism is defined as that level of absenteeism that exceeds the calculated average for the division an employee is assigned by more than 20 percent of that average (see example below). This is a no-fault standard, which means that the cause for taking remedial action is not conditioned on management proving that the member was at fault for the absenteeism problem.

NOTE: Certain types of absenteeism, such as those covered by the Family Medical Leave Act, will not be included in the calculation of any excessive absenteeism.

EXAMPLE: The division's average amount of absenteeism is found to be 10% for a three month period. Therefore, $10\% + (10\% \times 20\%) = 12\%$. Absenteeism greater than 12% would be considered to be excessive for that reporting period.

Other factors to consider in evaluating a potential sick leave use problem are:

- Repetitive uses of sick leave in conjunction with holidays or days off.
- Repetitive uses of sick leave on the same day of the week.
- Use of sick leave for frequently arriving at work late or for leaving early.
- Consistently low sick leave balances or use of sick leave as quickly as it is earned.
- Low sick leave balance relative to tenure and absent mitigating factors.
- Consistent use of sick leave offset by scheduled overtime.
- A combination of above factors or other demonstrable patterns of usage.

1014.5 RESOLVING DEPARTMENT AND EMPLOYEE CONCERNS

If a supervisor has cause to suspect an employee is abusing sick leave, the supervisor shall notify and conduct a review with the employee. The supervisor should meet with the employee to resolve the issue. This may include:

- Providing the employee with a copy of this policy and clarifying expectations regarding sick leave use.
- Referring the employee to appropriate county and department assistance programs.

- Obtaining agreement from the employee to work within department policies and procedures and advising the employee that findings of sick leave abuse could result in consequences consistent with progressive discipline guidelines up to and including termination.
- Requiring the employee to submit written verification from a physician for each subsequent sick leave absence.

The supervisor taking the action outlined above shall document the steps taken and follow-up within an established time frame to insure satisfactory resolution. If an employee continues to exhibit a pattern of alleged abuse, the supervisor shall then pursue progressive discipline.

1014.6 DISAPPROVAL OF LEAVE

When an employee's use of sick leave, vacation or compensatory time off is not approved for an absence, the number of days absent, the employee's request, the reason for disapproval, and any other information required to support the decision shall be documented and placed in the employee's division file.

1014.7 EMPLOYEE'S RIGHT TO APPEAL

Any dispute that arises concerning the application or interpretation of this policy is reviewable via the employee grievance procedures detailed in the appropriate Collective Bargaining Agreements.

