1/1/2008 through 12/31/2010

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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PREAMBLE

THIS AGREEMENT is made and entered into for the time period January 1, 2008 through December 31, 2010 by and between the Spokane County Sheriff, the Board of County Commissioners, hereinafter referred to as the "Employers" and Local 492-SP of the Washington State Council of County and City Employees, affiliated with the American Federation of State, County and Municipal Employees, AFL-CIO, hereinafter referred to as the "Union".
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 “A” - RECOGNITION

The County recognizes Local 492-SP of the Washington State Council of County and City Employees, affiliated with the American Federation of State, County and Municipal Employees, AFL-CIO, hereinafter referred to as the Union as the exclusive bargaining agent for all positions listed on Appendix A excluding confidential and supervisory employees and all other employees of the employer, for the purpose of collective bargaining in respect to wages, hours, and other conditions of employment.

On January 1, 2009, certain Geiger Correctional Facility employees from 492 G merged with 492 SP. These prior 492 G employees have been added to Appendix A.

References in this agreement to Jail staff include Geiger 492 SP staff as well.

ARTICLE II “B” – WARRANT 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 III - UNION SECURITY

3.1 All present employees in a department covered by this Agreement who are members of the Union in good standing, as of the signing of this Agreement shall maintain their membership in the Union as a condition of employment.

3.2 All employees in a department covered by this Agreement who are not members of the Union shall be required to join and maintain membership within thirty (30) days of the signing of this Agreement as a condition of employment.

3.3 All new employees in a department covered by this Agreement hired after the execution date of this Agreement shall, as a condition of employment, become and remain members of the Union thirty (30) days after being employed.

3.4 Each employee shall be protected by RCW 41.56.122(1).

3.5 The Employer shall deduct any Union membership initiation fee, and once each month, dues from the pay of those employees who individually authorize in writing that such deductions be made. The amounts to be deducted shall be certified to the County Auditor by the Treasurer of the Union, and the aggregate deductions of all employees shall be remitted, together with an itemized statement to the Washington State Council of County and City Employees and a copy sent to the Local Treasurer, after such deductions have been made.

3.6 Employee Termination

3.6.1 Upon failure of any employee to comply with the provisions of this article, the Union may then notify the Employer of such failure in writing. The Employer shall then notify that employee that they must join the Union as a condition of employment. They shall further inform the employee that failure to comply shall result in termination. Effective date of separation shall be seven (7) working days following the date of receipt of the notice unless the union notifies the employer that payment has been received.

3.6.2 The Union agrees to hold the Employer harmless for any and all actions that may be brought against the employer for enforcing the provisions of this Article.
ARTICLE IV - UNION/MANAGEMENT RELATIONS

4.1 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.

4.2 Agreements reached between the parties to this Agreement shall become effective only when signed by designated representatives of the Association and the Employer.

4.3 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:

4.3.1 Assign Work
4.3.2 Establishing work schedules and start times
4.3.3 Establishing work methods
4.3.4 Utilizing new technology
4.3.5 Disciplining, suspending, or discharging employees
4.3.6 Establishing staffing levels
4.3.7 Determining which services are going to be performed
4.3.8 Directing the work force
4.3.9 Establishing qualifications for employment and promotion in conjunction with Civil Service
4.3.10 Establishing reasonable productivity standards
4.3.11 Establishing reasonable rules and regulations and enforcing them

4.4 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.

4.5 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 V - HOURS OF WORK

5.1 General

5.1.1 The regular hours of work each day shall be consecutive except for interruptions for lunch period.

5.1.2 The normal work week shall be any consecutive seven (7) day period which shall include either: Five (5) consecutive, seven and one-half (7 ½) hour or eight (8) hour workdays and two (2) days of rest; or four (4) consecutive, nine (9) hours and twenty three (23) minutes workdays and three (3) days of rest. 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.

5.1.3 Seven and one-half (7 ½ ) or eight (8) consecutive hours of work, except for interruptions for an unpaid lunch period of a minimum of 30 minutes to a maximum of 60 minutes, or nine (9) hours and twenty three (23) minutes of consecutive hours of work, except for interruptions for an unpaid lunch period of a minimum of 30 minutes to a maximum of 60 minutes, shall constitute a work day. Employees may be required to stay at their work site during their unpaid lunch or break periods when requested.* 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. (see LOU dated April 15, 2004)

5.1.4 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.

5.1.5 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.

5.1.6 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.
5.1.7 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.

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

5.2 For Jail: The shift bid, including job assignments, shall be posted two (2) weeks prior to the new mark-up, and shall be submitted to the Jail Captain and Administration Lieutenant three (3) weeks prior to the new mark-up for approval.
ARTICLE VI - HOLIDAYS

6.1 The following days shall be recognized and observed as paid holidays for non-jail staff:

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

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. Should an additional perpetual holiday be declared, the parties agree to meet and negotiate the impact of the holiday on the bargaining unit.

6.1.1 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.

6.1.2 New employees hired during a calendar year shall earn

6.1.2a eight (8) personal holidays if on the payroll on or between the 1st and 15th of January
6.1.2b six (6) personal holidays if on the payroll on or between the 1st and 15th of April;
6.1.2c four (4) personal holidays if on the payroll on or between the 1st and 15th of July and,
6.1.2d two (2) personal holiday if on the payroll on or between the 1st and 15th of October.

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

6.1.3a Employees terminating on or between January 1 and March 31st shall be entitled to two (2) personal holidays.
6.1.3b Employees terminating on or between April 1 and June 30 shall be entitled to four (4) personal holidays.
6.1.3c Employees terminating on or between July 1 and September 30 shall be entitled to six (6) personal holidays.
6.1.3d Employees terminating on or after October 1 shall be entitled to eight (8) personal holidays.
6.2 The following days shall be recognized and observed as paid holidays for jail staff:

New Year’s Day (January 1)
Martin Luther King Birthday (2nd Monday in January)
President’s Day (3rd Monday in February)
Memorial Day (last Monday in May)
Independence Day (July 4)
Labor Day (1st Monday in September)
Veterans Day (November 11)
Thanksgiving Day (4th Thursday in November)
Day after Thanksgiving (4th Friday in November)
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. Should an additional perpetual holiday be declared, the parties agree to meet and negotiate the impact of the holiday on the bargaining unit.

6.2.1 In addition to the above paid holidays, full-time employees on the payroll December 31st of the previous year shall be entitled to three (3) 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.

6.2.2 In the event an employee who is entitled to three (3) paid personal holidays under this paragraph terminates their entitlement to personal holidays, the holidays shall be calculated as follows:

6.2.2.1 Employees terminating on/or between January 1 and April 30 shall be entitled to one (1) personal holiday;
6.2.2.2 Employees terminating on/or between May 1 and August 31 shall be entitled to two (2) personal holidays;
6.2.2.3 Employees terminating on/or after September 1 shall be entitled to three (3) personal holidays.

6.2.3 New employees hired during a calendar year shall earn personal holidays as follows:
6.2.3.1 Three (3) personal holidays if on the payroll on/or between the 1st and 15th of January;
6.2.3.2 Two (2) personal holidays if on the payroll on/or between the 1st and 15th of May;
6.2.3.3 One (1) personal holiday if on the payroll on/or between the 1st and 15th of September;
6.2.3.4 Employees hired after September 15th will not be eligible for any personal holidays for that year.

6.3 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.

6.4 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.

6.5 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 schedule do not include both Saturday and Sunday.

6.6 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:

6.6.1 Time and one half (1 1/2) the regular hourly rate will be paid for hours worked on a regularly established shift.

6.6.2 Double time (2 times) the regular hourly rate will be paid for hours worked in excess of the regularly established shift.

6.6.3 In the event the parties establish alternative daily work shifts, time and one half (1 1/2) 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.

6.7 If the designated holiday falls on an employee's regular day off, their will receive seven and one-half (7 1/2) hours pay in addition to their regular pay. (Nine (9) hours and twenty three (23) minutes of pay for employees working nine (9) hours and twenty three minute shifts.)

6.8 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.
6.9 Eligibility Requirements
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.

6.10 Holiday Pay

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.

6.11 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 VII - ANNUAL LEAVE

7.1 Eligibility and Allowance
   7.1.1 Employees shall start to earn annual leave allowance as of the first 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 on or after the 16th of the month shall not receive credit for that month. Employees shall not be eligible to take paid annual leave until they have accrued six (6) days of annual leave. 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. Employees will not be allowed to take paid annual leave time in the month the time is earned until on or after the 17th of the month.

   7.1.2 Annual leave allowance shall be earned annually based on the assigned shift 37.5 or 40 hours per week as follows:
   7.1.2.1 Seven hours and thirty minutes (7:30) or eight hours (8) per month for all employees having less than 5 years of service.
   7.1.2.2 Nine hours and twenty three minutes (9:23) or ten hours (10) per month for all employees having at least 5 years of service but less than 10 years of service.
   7.1.2.3 Eleven hours and fifteen minutes (11:15) or twelve hours (12) per month for all employees having at least 10 years of service but less than 15 years of service.
   7.1.2.4 Thirteen hours and eight minutes (13:08) or fourteen hours (14) per month for all employees having at least 15 years of service but less than 20 years of service.
   7.1.2.5 Fifteen hours (15:00) or sixteen hours (16) per month for all employees having at least 20 years of service but less than 25 years of service.
   7.1.2.6 Sixteen hours and fifty three minutes (16:53) or eighteen hours (18) per month for all employees having 25 years or more of service.

7.2 Annual Leave Pay
   7.2.1 The rate of annual leave pay shall be the employee's regular straight time rate of pay in effect for the employee's regular job based on the number of hours worked per day.
7.3 Choice of Annual Leave

7.3.1 Annual leave shall be considered and granted if possible for the time requested by the employee based on the needs of business as determined by the employee's supervisor.

7.3.2 Annual leave may be accumulated to a total of twice the amount earned annually to a maximum amount of forty (40) working days credit, whichever is the lesser. Any annual leave accumulated beyond this limit will be forfeited unless the employee is asked in writing to defer their annual leave because of work schedules, in which case the annual leave shall not be forfeited, nor may an employee be paid additional compensation for earned annual leave time not taken, except at the time of severance from County employment as hereinafter provided. Employees who exceed the maximum accumulation of annual leave who have had their first request for annual leave denied due to operational and/or staffing reasons will forfeit the amount accumulated over the maximum if they fail to request alternative dates. All such requests and denials referred to above must be in writing.

7.4 Holiday During Annual Leave Period

If a holiday occurs during the calendar week in which annual leave is taken by an employee, that day shall be charged to holiday pay rather than annual leave.

7.5 Work During Annual Leave Period

7.5.1 Any employee who is requested to and does work during their annual leave period shall be paid for regular hours at a rate of time and one-half (1-1/2) their regular rate. In addition, the employee will not lose their annual leave time for those hours worked. This also applies to call back for court.

7.5.2 Employees who are required to return from annual leave travel or must cancel prepaid non-refundable travel reservations due to departmental demand, will be refunded reasonable expenses for travel or such prepaid reservations. Such expenses for employees immediate family dependents may be given consideration for reimbursement. Where control or cause of the cancellation or return is outside the Sheriff's Office, reasonable expenses may be refunded. This applies only to bid or approved vacation.

7.6 Annual Leave Rights in Case of Layoff or Separation

Any employee who is laid off, discharged, retired or separated from the service of the employer for any reason, other than dishonesty or misconduct prior to taking their annual leave, shall be compensated in cash for the unused annual leave they
have accumulated at the time of separation, which is computed based upon his/her base pay plus longevity if applicable. In the event the employee is placed on administrative leave due to a disciplinary process, they shall not continue to accrue annual leave benefits. If the employee is returned to work, they shall be credited with annual leave benefits as if they had been working instead of being on administrative leave.

7.7 Annual Leave Request Procedure

7.7.1 For Jail Staff Working In Correctional Facility At Courthouse

Bid and Non-Bid annual leave - see letter of understanding dated April 19, 2004, Vacation Request #5.

The vacation relief schedule shall be posted two (2) weeks prior to the beginning of each month, and shall be submitted to the Jail Captain and Administration Lieutenant three (3) weeks prior to the mark-up. The schedule may change on short notice, based upon the needs of the unit. Notice of such changes will be provided with as much advance notice as possible.

7.7.2 For Jail Staff Working In Correctional Facility At Geiger

Each employee shall be allowed to take at least two (2) weeks of accrued vacation time in two (2) consecutive weeks. Vacation time can be taken any time depending on the service requirements of the Department. Requests received on the same day for the same time period shall be granted according to seniority within classifications.

Vacation requests shall be on a first come first served basis by mutual agreement between the employee and the Employer. Annual leave may be denied if not requested two (2) weeks in advance

7.7.3 For Non-Jail Staff

7.7.3.1 Annual leave will be granted on a “first come, first served” basis. In the event of a conflict with annual leave time, the employees involved will attempt to resolve the conflict.

7.7.3.2 The Supervisor will resolve the conflict only if the employees cannot. In resolving the conflict, the Supervisor will take into account seniority, travel arrangements/reservations, reason for annual leave, staffing assignments, etc.
7.7.3.3 Each employee shall be allowed to take up to two (2) weeks of accrued annual leave time in two (2) consecutive weeks. Additional annual leave time requests will be granted on a first come first served basis according to the needs of the business and if the requested time is available. If the nature of the work makes it necessary to limit the number of employees on annual leave at the same time or in the event of any conflict over annual leave period, the employee with the first request shall be given their choice of annual leave.

7.8 Any military leave which would require exception to this limit may be granted upon receipt of a letter written by the individuals 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 the Office of the Sheriff’s Division Commanders.

7.9 Compensation for Absences Due to Widespread Emergency

7.9.1 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.

7.9.2 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 seven and one-half (7 ½ ), eight (8), nine (9) hours and twenty three (23) minutes, or ten (10) hours depending on the employee’s scheduled hours, within two (2) weeks.

7.9.3 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 VIII - SICK LEAVE

8.1 Eligibility and Accumulation

8.1.1 Employees shall start to earn sick leave at the rate of one (1) day per month as of the first 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 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.

8.1.2 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 8.4 of this Article.

8.2 Allowance

8.2.1 Any employee contracting or incurring any sickness or disability which renders such employee unable to perform the duties of their employment shall receive sick leave pay up to the amount they have accumulated. Employees earning sick leave may be allowed to utilize sick leave on/or after the 17th of the month in which sick leave has been earned. Employees without a sick leave balance who must take time from work will be subject to the sick leave policy of the department.

8.2.2 In the event of injury, illness or death of a member of the immediate family requiring the presence of the employee, the employee shall be granted up to thirty seven and one-half (37.5) or forty (40) hours sick leave with pay as needed. Requests for immediate leave for family sickness or death should be answered before the end of the shift on which the request is submitted. Sick leave for care of dependent children pursuant to the Family Leave Act shall not be limited to thirty seven and one-half (37.5) or forty (40) hours. “Immediate family” shall be defined as current spouse, State Certified domestic partner, parent, children, brother, sister, grandparent, father and mother of current spouse, grandchildren, mother or father-in-law, brother or sister-in-law, or a more distant relative if living as a member of the employee’s immediate household.
Definition of State Certified Domestic Partner - Members who have registered with the Secretary of State as Domestic Partner and have a copy of the Washington State Certificate of State Registered Domestic Partnership in their personnel file.

Members who divorce spouse or terminate Domestic Partnership must notify the Employer immediately by effective date of divorce/termination or may be subject to discipline under the terms of Article XII.

8.2.3 Bereavement Leave entitles a member up to three (3) days (7.5 or 8 hours per day to a maximum of 24 hours) off with pay, not chargeable to sick leave balance if member suffers a death of a spouse, State Certified Domestic Partner, parent, children, brother, sister, grandparent, in-laws, and parents or siblings of State Certified Domestic Partner, or a more distant relative if living as member of the member's immediate household. Two (2) additional days (7.5 or 8 hours per day to a maximum of 16 hours) may be authorized if travel time is needed for out-of-town funerals.

8.3 Sick Leave Review
8.3.1 Step 1. The Employer will conduct, on a minimum at least once per year, a review of the employee's sick leave records.
8.3.2 Step 2. If a possible pattern of misuse is identified in Step 1, the Supervisor will review those records with the employee in an attempt to identify and resolve any issues that may exist.
8.3.3 Step 3. If a problem is identified and unresolved in Step 2, a meeting shall take place with the employee, the Supervisor and their Shop Steward in an effort to resolve the identified problem.
8.3.4 Step 4. As a result of the meeting held at Step 3, a corrective plan of action may be written.
8.3.5 Step 5. If the problem is not corrected in Step 4, the progressive disciplinary procedures may be followed as found in Article XII.
8.3.6 Medical verification may be required in cases of extraordinary illness, injury, chronic illnesses, or at any step or part of the corrective plan.
8.3.7 If the Employer has just cause as to the validity of the use of sick leave by an employee, the sick leave review process shall be used beginning at Step 3.

8.4 Unused
8.4.1 Employees Covered by PERS II: Employees shall be compensated in cash for fifty percent (50%) of up to one thousand forty (1040) hours of accumulated unused sick leave upon retirement or death. In the event of death, payment is to be made to the estate of the employee. Compensation under this section shall not exceed the equivalent of five hundred twenty (520) hours pay.
8.4.2 **Employees Covered by PERS I:** The parties mutually agree that cash out of unused accrued sick leave (50% of one thousand forty hours), compensatory time, or any other claimed accumulation of unused time off shall be included in the calculation of the employee’s retirement pension.

8.4.3 **Employees Covered under the County’s Disability Leave:** Employees that are under the County’s Disability Leave plan will not be compensated in cash for any accumulated unused sick leave upon retirement or death per County Resolution.
ARTICLE IX - LEAVES OF ABSENCE

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

9.2 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.

9.3 Types of Leaves

9.3.1 Civic Duty

9.3.1a 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.

9.3.1b 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.

9.3.1c Spokane County Civil Service and/or Sheriff Department Exams: When Spokane County Civil Service and/or Sheriff Department 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.

9.3.2 Educational Leave
Full time employees may be granted paid leaves 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.
9.3.3 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 fifteen (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 fifteen (21) working days per year, the employee shall receive from the County their regular rate of pay for their permanent classification.

9.3.4 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.

9.3.5 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.

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

9.3.7 Shared Leave
The Employer agrees to allow an employee to use the County’s Shared Leave Program in accordance with Appendix # 8 in the Master Contract. 492 SP employees will be allowed to donate their vacation time to other employees in 492 SP who are on an authorized maternity and/or bereavement leave pursuant to same guidelines outlined in Appendix #8 in the Master Contract.

9.3.8 Other Leaves
Any other leaves may be granted by mutual consent of the employer and the employee.
9.4 Unpaid Leave of Absence - Impact on Benefits

9.4.1 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.

9.4.2 The provisions of the paragraph above shall not apply to employees on an unpaid leave of absence due to a compensable industrial accident.
ARTICLE X - WAGES/OVERTIME

10.1 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:

Effective May 21, 2008, - 3.5% increase.
100% of CPI - U (US City Average) – Reported by U.S. Department of Labor Bureau of Labor Statistics in July 2008 for the prior 12 months with Floor of 2.5 % and Ceiling of 3.5 % effective January 1, 2009.
100% of CPI – U (US City Average) – Reported by U.S. Department of Labor Bureau of Labor Statistics in July 2009 for the prior 12 months with Floor 2.5 % and Ceiling 3.5 % effective January 1, 2010.

10.2 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.

10.3 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.

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

10.5 Reporting Time, Call Back and On Call Pay
10.5.1 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 seven and one-half (7.5) hours or other scheduled day’s work shift hours.

10.5.2 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 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.

10.6 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 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.

10.7 Standby

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

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

10.7.2 Employees shall be paid one point five (1.5) hours for each eight (8) hours on Stand By.

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

10.7.4 Stand By employees will:
10.7.4.1 Not consume alcohol;
10.7.4.2 Carry a pager provided by the employer or be available by telephone call to the employee’s residence or to his/her cell telephone;
10.7.4.3 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.
10.7.4.4 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.
10.7.4.5 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.

10.8 Overtime

10.8.1 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.

10.8.1.1 For employees working a seven and one-half (7 ½) or eight (8) hour shift, all work performed in excess of seven and one-half (7 ½) or eight (8) hours in a work day. For employees on a nine (9) hour and twenty three (23) minute shift, all work performed in excess of nine (9) hours and twenty three (23).

10.8.1.2 All work performed in excess of thirty seven and half (37.5) or forty (40) hours in any work week.

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

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

10.9 Mandatory Overtime -

a. 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 part-time employee to work the assigned shift. If mandating regular part-time employees is not applicable, management will then mandate in inverse order of seniority the lowest regular full-time employee to work the assigned shift.

b. 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.

c. 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.

10.10 Comp-time

10.10.1 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 thirty-seven and a half (37.5) hours of comp-time (twenty-five (25) actual overtime hours worked).

10.10.2 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.

10.10.3 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.

10.11 Longevity

10.11.1 Current Employees as of June 1, 1997
Employees on the payroll on or before June 1, 1997 will continue to receive longevity in accordance with the following schedule;

a) $39.50 per month upon completion of 5 years, but less than 10 years of continuous full-time service with the Sheriff's Office.

b) $79.00 per month upon completion of 10 years, but less than 15 years of continuous full-time service with the Sheriff's Office.

c) $118.50 per month upon completion of 15 years, but less than 20 years of continuous full-time service with the Sheriff's Office

d) $158.00 per month upon completion of 20 years, but less than 25 years of continuous full-time service with the Sheriff's Office

e) $197.50 per month upon completion of 25 years of continuous full-time service with the Sheriff's Office.
f) Increases due to a change to a higher level provided by the schedule above and/or COLA increases (if any) awarded for 1997 shall be included. COLA increases (if any) awarded for 1998 or thereafter shall not be included.

g) Current employees (as of June 1, 1997) working in the positions of Fleet Manager (class code 4047) and Automotive Technician (class code 4045) will be placed on the schedule above according to their date of employment.

10.11.2 Employees hired on or after June 1, 1997
Employees hired on or after June 1, 1997 will receive longevity in accordance with the following schedule;

a) $34.92 per month upon completion of 10 years, but less than 15 years of continuous full-time service with the Sheriff’s Office.

b) $52.38 per month upon completion of 15 years, but less than 20 years of continuous full-time service with the Sheriff’s Office

c) $69.84 per month upon completion of 20 years, but less than 25 years of continuous full-time service with Sheriff’s Office

d) $87.30 per month upon completion of 25 years of continuous full-time service with the Sheriff’s Office

10.11.3 Longevity frozen
Effective January 1, 1998 all employees’ longevity amounts will be frozen at the dollar amount each is receiving until the longevity schedule dollar amounts as described in 10.11.2 above meets or exceeds the frozen amount the employee is receiving.

10.12 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:

10.12.1 for swing shift - $0.50 per hour;
10.12.2 for graveyard shift - $0.60 per hour.

10.12.3 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.
10.13 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.

10.14 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.

Releasing Clerks assigned the task of conducting training to certify a new Releasing Clerk will receive a total of (5) hours of overtime pay per month at the current wage of the trainer. This compensation shall be paid for each calendar month during which staff member is in an active training phase. This compensation will continue during the time the Releasing Clerk is actively training.
ARTICLE XI - SENIORITY

11.1 Seniority shall be defined as follows:
   11.1.1 Total length of service within job classification first.
   11.1.2 Total length of unbroken service with the Sheriff’s Office.
   11.1.3 Effective January 1, 2009, 492 G member’s, who joined 492 SP, will have their job classification and Sheriff’s Office Seniority include 492 G total unbroken service.

11.2 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.

11.3 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 lay-offs or reduction to a lower classification shall be executed so long as there are temporary employees serving with the affected classification.

11.4 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.

11.5 Disciplinary suspensions shall not adversely affect bidding seniority.

11.6 1950 or 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 XII - DISCIPLINE AND DISCHARGE

12.1 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.

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

12.1.1a Oral reprimand

12.1.1b Written reprimand

12.1.1c Suspension/Administrative leave (Notice to be given in writing within three(3) business days of the suspension/administrative leave.

12.1.1d 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.)

12.1.1e Discharge (Notice to be given in writing within three (3) business days of discharge)

12.1.2 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.

12.1.3 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.
12.2 Suspension/Demotion/Discharge Notice

12.2.1 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.

12.2.2 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.

12.3 Settlement of Disputes

12.3.1 Grievance and Arbitration Procedure
All formal communications must be in writing at each step of the grievance procedure.
Any grievance or dispute which may arise between the parties involving the application, meaning or interpretation of this Agreement shall be settled in the following manner: (Both parties agree that they will meet at each step of the Grievance Procedure to reach a settlement and any grievance settled by the signatory parties thereto in any of the following steps is final and binding).

12.3.1a) **STEP 1.** The employee or the Union steward may take up the grievance or dispute with the employee's immediate supervisor within ten (10) calendar days of its occurrence; if at that time the employee is unaware of the grievance, they shall take it up within ten (10) calendar days of their knowledge of its occurrence. The supervisor shall then attempt to adjust the matter and shall respond to the steward within ten (10) calendar days.

12.3.1b) **STEP 2.** If the grievance has not been settled in Step 1, it shall be presented in writing, specifying the provision(s) of the Agreement that have been violated and the remedy(s) sought, by the Union steward to the division head within ten (10) calendar days after the supervisor's response is due. The division head shall respond to the Union steward in writing within ten (10) calendar days.

12.3.1c) **STEP 3.** If the grievance still remains unadjusted, it shall be presented by the Union representative and/or grievance committee to the Sheriff or their designated representative in writing within ten (10) calendar days after the response of the division head is due. The Sheriff or their designated representative shall respond in writing to the Union
representative and grievance committee within ten (10) calendar days.

12.3.1d) **STEP 4.** If the grievance is still unsettled and concerns a subject that is not within the exclusive authority of the Sheriff, it shall be presented by the Union to the Human Resource Director within ten (10) calendar days after the response of the Sheriff is due. The Human Resource Director shall schedule a meeting with the Union and respond to the Union within ten (10) calendar days.

12.3.1e) **STEP 5.** If the grievance is still unsettled, either party may within ten (10) calendar days after the reply of the Sheriff or Human Resource Director is due, by written notice to the other, demand arbitration.

12.3.2 The arbitration proceeding shall be conducted by an arbitrator to be selected by the employer and the Union within ten (10) calendar days after notice has been given. If the parties fail to select an arbitrator, a request for a list of eleven (11) arbitrators from the Washington State Public Employment Relations Commission shall be initiated. The first strike shall be determined by a coin flip. Each side shall alternatively strike names until a single arbitrator remains. The remaining person shall be the arbitrator.

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 their decision within thirty (30) days after the conclusion of testimony and argument.

12.3.3 Expenses for the arbitrator’s services and the proceedings shall be borne completely by the party who receives the unfavorable decision. The arbitrator shall denominate who that party is in their award. However, each party shall be responsible for compensating its own representatives and witnesses. If either party desires a verbatim record of the proceedings, it may cause such a record to be made providing it pays for the record and makes copies available without charge to the other party and to the arbitrator.

12.3.4 Grievances initiated by the employer shall be processed in this same manner, but they may be initiated at either Step 1 or Step 2 or Step 3.
12.3.5 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 grieving party fail to comply with the prescribed time frames, it is agreed that the specific grievance is forever waived. Should the non-grieving party fail to respond within the prescribed time frames, the grievant shall have the right to proceed to the next step.

12.4 Grievance Committee
12.4.1 Employees selected by the Union to act as Union representatives shall be known as "stewards". The names of employees selected as stewards and the names of other Association representatives who may represent employees shall be certified in writing to the employer by the local Union and the individuals so certified shall constitute the Union grievance committee.

12.4.2 The purpose of the grievance committee meeting will be to adjust pending grievances and to discuss procedures for avoiding future grievances. In addition, the committee may discuss with the employer other issues which would improve the relationship between the parties.

12.5 Processing Grievances During Working Hours
12.5.1 Grievance committee members may, with the approval of the supervisor, investigate and process grievances during working hours without loss of pay.

12.5.2 In the processing of a grievance, the committee should be limited to three (3) members including the Union representative.
ARTICLE XIII - STRIKES AND LOCKOUTS

13.1 Lockouts
No lockout of employees shall be instituted by the employer during the term of this Agreement.

13.2 Strikes
No strikes, slow down or refusal to cross picket lines or disruptions of work of any kind during an employee's work hours, shall be caused or sanctioned by the Union or by individuals covered by the bargaining unit. Participation in such activities shall be cause for disciplinary action up to and including discharge.
ARTICLE XIV - GENERAL PROVISIONS

14.1 Pledge Against Discrimination and Coercion

14.1.1 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.

14.1.2 All reference to employees in this Agreement designate both sexes and wherever the male gender is used it shall be construed to include male and female employees.

14.1.3 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.

14.1.4 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.

14.2 Union Activities on Employer’s Time and Premises

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

14.2.1a) Post Union notices.

14.2.1b) Attend negotiation meetings with the approval of the supervisor.

14.2.1c) Transmit communications, authorized by the local Union or its officers to the employer or their representative.

14.2.1d) 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.
14.3 **Time Off For Union Business**

14.3.1 The employer agrees to allow Union representatives a total of 75 hours or 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.

14.3.2 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.

14.4 **Work Rules**

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

14.5 **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.

14.6 **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.

14.7 **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.

14.8 **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.

14.9 **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.
ARTICLE XV - MEDICAL, DENTAL, LIFE INSURANCE

15.1 Medical Insurance:

15.1.1 Medical - The Employer agrees to provide two (2) medical plans; the Spokane County Self Insured Preferred Provider Plan (PPO - Premera) and a Health Maintenance Organization (HMO – Group Heath).

15.1.2 Effective January 1, 2008, through December 31, 2010, the employee monthly premium share formula shall be:

<table>
<thead>
<tr>
<th>Premera and Group Health</th>
<th>*2008</th>
<th>2009/2010</th>
</tr>
</thead>
<tbody>
<tr>
<td>Employee</td>
<td>None</td>
<td>None</td>
</tr>
<tr>
<td>Employee &amp; Child(ren)</td>
<td>$30.00</td>
<td>$35.00</td>
</tr>
<tr>
<td>Employee &amp; Spouse</td>
<td>$40.00</td>
<td>$45.00</td>
</tr>
<tr>
<td>Full Family</td>
<td>$50.00</td>
<td>$55.00/$60.00</td>
</tr>
</tbody>
</table>


15.1.3 Employee’s monthly premium share will be set to be paid with pre-tax dollars unless employee notifies Human Resources differently. Changes may only be made during medical/dental open enrollment.

15.1.4 A labor/management committee for advisory purposes only will continue to review medical/dental costs on an on-going basis. This committee will also study retiree medical options and availability.

15.1.5 In the event that the premium for the plan selected by the employee for the employee and dependents, if any, is less than the Employer’s maximum contribution, the difference shall remain in the designated self-insured medical fund.

15.1.6 The Employer further agrees that the level of coverage provided by the PPO and the HMO shall not be reduced during the term of this Agreement.
even in the event the carrier of said coverage is changed.

15.1.7 The major elements of the medical plans shall be as follows:

<table>
<thead>
<tr>
<th>(HMO) Group Health Plan</th>
<th>(PPO) Premera Plan</th>
</tr>
</thead>
<tbody>
<tr>
<td>No Deductible</td>
<td>$200/$600 Deductible</td>
</tr>
<tr>
<td>$2,000/$4,000 Out of Pocket</td>
<td>80/20 Coinsurance</td>
</tr>
<tr>
<td>$15 Office Visit Co-pay</td>
<td>$15 Office visit Co-pay</td>
</tr>
<tr>
<td>100% Hospital</td>
<td>$1,250 Out of Pocket +</td>
</tr>
<tr>
<td></td>
<td>Deductibleout-of-pocket max</td>
</tr>
<tr>
<td>$10/$20 RX Retail Mandatory Generics</td>
<td>$10/$20/$40 RX Retail Mandatory Generics</td>
</tr>
<tr>
<td>$20/$40 RX Mail Order Mandatory Generics</td>
<td>$20/$40/$80 RX Mail Order–Mandatory</td>
</tr>
<tr>
<td></td>
<td>Generics</td>
</tr>
<tr>
<td>$75 ER Co-pay unless admitted</td>
<td>$75 ER Co-pay unless admitted</td>
</tr>
<tr>
<td>$150 Vision Hardware Every 24 Months</td>
<td>Covered in Full Up to $300 Calendar Year</td>
</tr>
<tr>
<td></td>
<td>Maximum</td>
</tr>
</tbody>
</table>

Disease Management will be added to PPO plan (HMO already has Disease Management) and Chiropractic visits will be limited to 24 Per Calendar Year in the PPO plan.

15.2 Dental Insurance:

15.2.1 Effective January 1, 2008 through December 31, 2010, the maximum monthly premium contribution by Spokane County shall be one hundred percent (100%) of the premium for Spokane County Self Insured Preferred Provider Plan (PPO) and the Dental Maintenance Organization (DMO).
15.2.2 The Employer agrees to provide two (2) dental plans; the Spokane County Self Insured Preferred Provider Plan (PPO), Washington Dental Service (WDS – PPO) and the Dental Maintenance Organization (DMO), Willamette Dental.

15.2.3 In the event that the premium selected by the employee for the employee and dependents, if any, is less that the Employer’s maximum contribution, the difference shall remain in the designated self insured dental fund.

15.2.4 The Employer further agrees that the level of coverage provided by Spokane County Dental administered by WDS shall not be reduced during the term of this agreement even in the event that the carrier of said coverage is changed.

15.3 Eligibility:

15.3.1 For all new employees, medical and dental eligibility will begin the first day of the month following completion of 90 days of employment.

15.3.2 Employees separating from service between the 1st and 15th of the month shall retain their coverage through the end of the month. Those Employees separating between the 16th and the end of the month shall retain their coverage through the end of the following month.

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

15.3.4 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 continuance employment. If a 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 15.3.1.
15.4 Life Insurance:
The Employer agrees to provide and pay the full premiums for a $10,000 Employee Life Insurance Policy. Supplemental life insurance is available at the employee's option and eligibility. The expense of the supplemental insurance is that of the employee.

15.5 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.
ARTICLE XVI - SAVINGS CLAUSE

Should any Article, Section, or portion thereof, of this Agreement be held unlawful and unenforceable by any court of competent jurisdiction, such portions thereof directly specified in the decision; upon issuance of such a decision, the parties agree immediately to negotiate a substitute for the invalidated Article, Section or portion thereof.
ARTICLE XVII - 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.
## APPENDIX “A”

### GEIGER MERGED

#### CLASSIFICATIONS AND SALARY RANGES

<table>
<thead>
<tr>
<th>Class No</th>
<th>Class Title</th>
<th>5/21/08</th>
<th>1/1/09</th>
<th>1/1/10</th>
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<tr>
<td>1007</td>
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<td>2SF</td>
<td>2VP</td>
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<td>3KK</td>
<td>3OA</td>
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<td>Accounting Technician 2</td>
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<td>3NF</td>
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<td>4DP</td>
<td>4HF</td>
<td></td>
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<tr>
<td>1226</td>
<td>Purch/Inventory Control Officer</td>
<td>3WF</td>
<td>3ZP</td>
<td></td>
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<tr>
<td>2005</td>
<td>Maintenance Worker 1</td>
<td>3HA</td>
<td>3KK</td>
<td></td>
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<tr>
<td>2010</td>
<td>Trades Supervisor</td>
<td>4GF</td>
<td>4JP</td>
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<td>2014</td>
<td>Building Mtc. Specialist</td>
<td>4MP</td>
<td>4QF</td>
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<td>4129</td>
<td>Investigator 3/ Safety Coord.</td>
<td>5FP</td>
<td>5JF</td>
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<td>4318</td>
<td>Mail/Property Specialist</td>
<td>4NP</td>
<td>4RF</td>
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### 492 SP MEMBERS

#### CLASSIFICATIONS AND SALARY RANGES

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<thead>
<tr>
<th>Class No</th>
<th>Class Title</th>
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<td>4PK</td>
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<tr>
<td>1032</td>
<td>Staff Assistant - Sheriff</td>
<td>4IA</td>
</tr>
<tr>
<td>1205</td>
<td>Accounting Technician 2</td>
<td>3LK</td>
</tr>
<tr>
<td>1211</td>
<td>Accounting Technician 4</td>
<td>4IA</td>
</tr>
<tr>
<td>1226</td>
<td>PA Purchasing &amp; Inventory Officer</td>
<td>3ZP</td>
</tr>
<tr>
<td>2005</td>
<td>Maintenance Worker 1</td>
<td>3KK</td>
</tr>
<tr>
<td>2010</td>
<td>Trades Supervisor</td>
<td>4JP</td>
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<tr>
<td>4023</td>
<td>Sheriffs Radio &amp; Elect Coord</td>
<td>5HA</td>
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<tr>
<td>4044</td>
<td>Automotive Servicer Technician</td>
<td>4HK</td>
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<tr>
<td>4049</td>
<td>Sheriff Technical Assist 2</td>
<td>3OA</td>
</tr>
<tr>
<td>4055</td>
<td>Sheriff Technical Assistant 3</td>
<td>3VR</td>
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ARTICLE XVIII - TERMINATION

This Agreement shall be effective as of the 1st day of January 2008, and shall remain in full force and effect until the 31st day of December 2010. Negotiations for a successor Agreement shall begin in accordance with the provisions of RCW 41.56.
1/1/2008 through 12/31/2010 Working Agreement between the SPOKANE COUNTY SHERIFF’S OFFICE, Spokane County and LOCAL 492-SP.

FOR THE UNION:

[Signature] 12/17/09 date

[Signature] 12/15/09 date

[Signature] 12/17/09 For - Spokane County Labor Relations unit

FOR THE EMPLOYER:

[Signature] County Commissioner date

[Signature] County Commissioner date

[Signature] County Commissioner date

[Signature] Sheriff date