

BEFORE THE BOARD OF COUNTY COMMISSIONERS
OF SPOKANE COUNTY, WASHINGTON

IN THE MATTER OF AUTHORIZING THE)
EXECUTION OF A COLLECTION BARGAINING)
AGREEMENT WITH SPOKANE COUNTY)
DEPUTY SHERIFF'S ASSOCIATION (SCDSA))
January 1, 2019-December 31, 2021)

RESOLUTION

WHEREAS, pursuant to the provisions of RCW 36.32.120(6), the Board of County Commissioners of Spokane County has the care of county property and management of county funds and business; and

WHEREAS, pursuant to the provisions of RCW 41.56, public employers have the duty to collectively bargain with collective bargaining units with regard to wages, hours and working conditions; and

WHEREAS, pursuant to the above referenced statutory provisions, the Board through the Human Resource Department has been collectively bargaining with bargaining units with regard to wages, hours and working conditions; and

WHEREAS, the Human Resource Department submitted a proposal to the above reference bargaining unit with regard to wages, hours and working conditions for the time frame from January 1, 2019 through December 31, 2021, as more particularly set forth in Attachment "A", attached hereto and incorporated herein by reference; and

WHEREAS, the above referenced bargaining unit has ratified that proposal set forth in Attachment "A"; and

WHEREAS, the Human Resource Department is requesting and recommending that the Board of County Commissioners ratify the proposal as set forth in Attachment "A".

NOW, THEREFORE, BE IT RESOLVED by the Board of County Commissioners of Spokane County that either the Chair of the Board or a majority of the Board be and is hereby authorized to execute, at other than an open meeting, any documents with respect to the above referenced bargaining unit so long as it/they are consistent with the provisions of Attachment "A".

PASSED AND ADOPTED this 11th day of December, 2018.



ATTEST:

Ginna Vasquez
Ginna Vasquez
Clerk of the Board

BOARD OF COUNTY COMMISSIONERS
OF SPOKANE COUNTY, WASHINGTON

Josh Kerns
JOSH KERNS, Chair

Mary Z. Kune
MARY KUNEY, Vice-Chair

Al French
AL FRENCH, Commissioner

COLLECTIVE BARGAINING AGREEMENT

Between

SPOKANE COUNTY,

THE SPOKANE COUNTY SHERIFF'S OFFICE,

And

SPOKANE COUNTY DEPUTY SHERIFF'S ASSOCIATION

1/1/2019 THROUGH 12/31/2021

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PREAMBLE

THIS AGREEMENT, is made and entered into this 1st day of January, 2019, by and between the Spokane County Sheriff's Office, the Board of County Commissioners, hereinafter referred to as the "County", and Spokane County Deputy Sheriff's Association, hereinafter referred to as the "Association".

ARTICLE 1 - 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 Association.

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 Association encourage to the fullest degree friendly and cooperative relations between the respective representatives at all levels and among all employees.

ARTICLE 2 - RECOGNITION

The County recognizes the Association as the exclusive bargaining agent for all fully commissioned law enforcement officers of the Spokane County Sheriff's Office up through the rank of Sergeant excluding supervisors, confidential employees, and all other employees of the employer, for the purpose of collective bargaining in respect to wages, hours and other conditions of employment.

ARTICLE 3 - ASSOCIATION SECURITY

3.1 Association Dues and Fees

When an employee provides written authorization to the Employer and to the Association, the County will deduct from the employee's salary an amount equal to dues required to be represented by the Association.

3.2 Notification

When the County hires a new employee recognized as a position covered in the bargaining unit, the employer shall, within seven (7) calendar days of the date of employment notify the union in writing giving the name, social security number, hire date, address and classification of the employee hired.

As per statute, Association representatives shall be given thirty minutes paid time with each new employee to discuss Association membership. The County shall remain neutral when communicating with employees about Association membership and direct the employee to discuss membership with an Association representative and/or contact the Washington State Public Employment Commission.

3.3 Deduction

The Employer agrees to deduct any Association 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 Association, and the aggregate deductions of all employees shall be remitted, together with an itemized statement to the Treasurer of the Association after such deductions have been made

34 Dues Cancellation

An employee may withdraw his/her authorization for payroll deduction of dues by written notice to the County on the appropriate cancellation forms. The County will provide the Association with a copy of the employee's written form and the cancellation will become effective immediately. The Association will refund dues already taken prorated to the day.

ARTICLE 4 - ASSOCIATION/MANAGEMENT RELATIONS

41 Except as modified by this Agreement, the Employer retains all rights of management, which, in addition to all powers, duties and rights established by constitutional provision or statute, will include but not be limited to, the right to:

- A. Determine the Employer's functions, programs, organizational structure and use of technology;
- B. Determine the Employer's budget and size of the agency's workforce and the financial basis for layoffs;
- C. Direct and supervise employees;
- D. Take all necessary actions to carry out the mission of the County and its agencies during emergencies;
- E. Determine the Employer's mission and strategic plans;
- F. Develop, enforce, modify or terminate any policy, procedure, manual or work method associated with the operations of the Employer;
- G. Determine or consolidate the location of operations, offices, work sites, including permanently or temporarily moving operations in whole or part to other locations;
- H. Establish or modify the workweek, daily work shift, hours of work and days off;
- I. Establish work performance standards, which include, but are not limited to, the priority, quality and quantity of work;
- J. Establish, allocate, reallocate or abolish positions, and determine the skills and abilities necessary to perform the duties of such positions;
- K. Select, hire, assign, reassign, evaluate, retain, promote, demote, transfer, and temporarily or permanently lay off employees;
- L. Determine, prioritize and assign work to be performed;
- M. Determine the need for and the method of scheduling, assigning, authorizing and approving overtime;
- N. Determine training needs, methods of training and employees to be trained;
- O. Determine the reasons for and methods by which employees will be laid-off;
- P. Suspend, demote, reduce pay, discharge, and/or take other disciplinary actions; and
- Q. Nothing in this section waves the DSA's right to negotiate over the decision and/or the effects of the decisions to change any mandatory subject of bargaining.

42 All collective bargaining with respect to wages, hours and general working conditions shall be conducted by authorized representatives of the Association and authorized representatives of the Employers.

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

44 It is mutually agreed that a committee from the Association 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.

45 The two committees shall be comprised of three members from the Association and three members representing management. Additional persons may be invited to participate by mutual agreement. Meeting agendas will 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 renegotiation.

ARTICLE 5 - HOURS OF WORK

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

5.2 The normal work week shall consist of five (5) days of eight (8) hours of work and two (2) days of rest; four (4) days of ten (10) hours of work and three (3) days of rest or 3 days of twelve (12) hours of work and at least two (2) days of rest but no more than three (3) days of rest. Either the days of work or the days of rest shall be consecutive. The parties will negotiate over any changes in work schedule prior to the change being implemented.

5.3 Eight (8) consecutive hours of work, except for interruptions for a thirty (30) minute minimum paid lunch period; ten (10) consecutive hours of work, except for interruptions for a forty-five (45) minute minimum paid lunch period, or twelve (12) consecutive hours of work, except for interruptions for a sixty (60) minute minimum paid lunch period shall constitute a work day. All employees shall be scheduled to work on a regular work shift which shall be determined from time to time by agreement of the parties. Each shift shall have regular starting and quitting times, except in emergencies.

5.4 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.

5.5 Employees on an 8-hour work schedule shall be allowed a ten (10) minute minimum rest period during each one-half (1/2) shift. Employees on a 10-hour work schedule shall be allowed a fifteen (15) minute minimum rest period during each one-half (1/2) shift. Employees on a 12-hour work schedule shall be allowed a twenty (20) minute minimum rest period during each one-half (1/2) shift.

5.6 During lunch and coffee breaks, the employee shall be available in cases of emergency. This shall apply to all shifts.

5.7 Nothing herein shall prevent the parties from agreeing to any alternative work schedules.

58 Markup changes within the Patrol Division shall occur at the beginning of graveyard shift on the morning of March 1 and September 1. The selection of the work shifts will be made by the seniority bid process. Those with the highest seniority will bid first among their job classification within the Patrol Division. Seniority will be based on hire date to, or promotion date of, your job classification. Positions include Deputy Sheriff, Detective/Corporal or Sergeant. For purposes of seniority, Officer Candidates are considered part of the Deputy Sheriff Classification. This bidding procedure does not affect appointed or selected positions. Probationers may be assigned shifts.

59 Employees coming to patrol between March 1st and June 30th or September 1st and December 31st will be able to bid their shift by the seniority bidding process outlined in Section 5.8 above; even if this results in an employee with less seniority being bumped to a different shift. Employees coming to patrol between July 1st and August 31st or January 1st and the last day of February will not be allowed to bid their shift and will be assigned to whichever shift has the vacancy.

5.10 If, at shift change, an employee is scheduled to work five (5) or more days in a row; four days for those on 10-hour shifts, or three days for those on 12 hour shifts the following formula will be used:

5.10.1 The 5/2 employee can be scheduled to work four (4) or less days, followed by one day off, and then to their new shift/rotation, or

5.10.2 The 5/2 employee can be scheduled to work five days, followed by two days off, and then to their new shift/rotation.

5.10.3 The 4/3 employee can be scheduled to work three (3) or less days, followed by one day off, and then to their new shift/rotation, or

5.10.4 The 4/3 employee can be scheduled to work four (4) days, followed by three days off, and then to their new shift/rotation.

5.10.5 The 12-hour shift employee may be scheduled to work for two (2) or less days, followed by one day off, and then to their new shift/rotation or

5.10.6 The 12-hour shift employee may be scheduled to work for three (3) days, followed by at least two (2) days of rest but no more than three (3) days of rest, and then to their new shift/rotation.

511 In order to facilitate days off at the mark-up change, employees' days off may be changed by up to 3 days prior and/or 3 days subsequent to the effective date of the mark up.

512: Detective Work Schedule

5.121 Detective Division Workweek

Detectives may work either five 8-hour shifts or four 10-hour shifts. The starting time shall not occur prior to 0600 hours or later than 1000 hours. The ending time of the shifts will not occur after 1800. Due to staffing requirements, detectives who are not able to select Friday or Monday as their third day off on a 10-hour schedule will be allowed to select either Tuesday, Wednesday or Thursday as their third day off. Management retains the ability to limit the number of people working any specific work hours.

5.122 Detective Division Work Schedule

The primary days off will remain Saturday and Sunday. Those detectives working the four 10-hour shifts may select their third day off from the remaining days of the week depending on the unit requirements and restrictions. The bidding process for days off will occur twice a year on the first day of March and the first day of September. A detailed schedule listing each detective's days off will be posted and a copy maintained with the division commander.

5123 Specific Detective Division Requirements

Minimum staffing by specific units will be used. Deviation from recommended minimum staffing requires Lieutenant or above approval.

1. Unit Requirements

Major Crimes Unit - A maximum of two detectives may bid days off on Monday and Friday. Minimum staffing is recommended to be three detectives.

Sex Crimes Unit - A maximum of two detectives may bid days off on Monday and Friday. Minimum staffing is recommended to be three detectives.

Property Crimes-

Valley City - A maximum of two detectives may bid days off on Monday and Friday. Minimum staffing is recommended to be two detectives

Unincorporated- A maximum of two detectives may bid days off on Monday and Friday. Minimum staffing is recommended to be two detectives.

Crimes Against Person and Property Sergeants will not be allowed to bid four 10-hour shifts.

The Spokane County Sheriff's Office and the Spokane County Deputy Sheriff's Association recognize the expectation of the citizens of Spokane County that serious crimes be investigated promptly and thoroughly. The parties recognize the investigation of these crimes may require the specialized skill of members in the Investigative Division, and these crimes frequently occur outside of the normal assigned work hours of the Investigative Division. Because of the expectations of the public and the need for their specialized skills, members assigned to the Investigative Division agree to be reasonably available to receive calls outside of their regularly assigned work hours, and be reasonably available to respond to crime scenes after-hours.

Members of the Sheriff's Office who hold the rank of Detective/Corporal also agree to participate in the On-Call rotation of the unit or work group to which they are assigned. The On-Call rotation will be developed by the Shift Commander of the respective units and published by January 1st of every year. Members are expected to fulfill a minimum of two assigned On-Call rotations every calendar year.

Members "on-call status" means those members receiving on call pay. This duty starts Friday at 1800 hours and ends the following Monday at 0600 hours, and includes those with Fridays and/or Mondays off.

Members are expected to arrive at the call-out location within one hour of being notified. While on-call, members will not drink alcoholic beverages and will have their pager and cell

phone whenever they are away from their residence.

The "on-call" members are responsible to be available for the weekend. There is no reason the "on-call" members cannot have someone else work for them. The only guidelines are that the fill-in member will be from the members "on-call" list, and the original "on-call" member will make all fill-in arrangements and advise their supervisor at least one working day prior (Thursday @ 1800 hours) to the "on-call" weekend.

5.124 General Provisions for Detective Work Schedule

To better serve the needs of the community, the Spokane County Sheriff's Office, and the Spokane County Deputy Sheriff's Association acknowledge this agreement is subject to renegotiation on the last day of May and the last day of November each year.

Seniority will be used to meet division and unit requirements. Seniority is based on the length of time within rank (i.e. Detective/Corporal).

ARTICLE 6 - HOLIDAYS

6.1 Allowance

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

New Year's Day	Thanksgiving Day
Fourth of July	Christmas Day
Labor Day	

6.2 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) paid personal holidays per calendar year during 1992 and thereafter. 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.

6.3 In the event an employee who is entitled to seven (7) paid personal holidays under this paragraph terminates his/her employment, personal holidays shall be calculated as follows:

6.3.1 Employees terminating between January 1 and March 31st shall be entitled to two (2) personal holidays,

6.3.2 Employees terminating between April 1 and June 30 shall be entitled to four (4) personal holidays,

6.3.3 Employees terminating between July 1 and September 30 shall be entitled to six (6) personal holidays

6.3.4 Employees terminating on or after October 1 shall be entitled to seven (7) personal holidays.

6.4 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.

6.5 New employees hired during a calendar year shall earn:

- 651 two (2) personal holidays if on the payroll between the 1st and 15th of January
- 652 two (2) personal holidays if on the payroll between the 1st and 15th of April;
- 653 two (2) personal holidays if on the payroll between the 1st and 15th of July;
- 654 and one (1) personal holiday if on the payroll between the 1st and 15th of October.

6.6 Personal Holiday allowance shall be based on a day for day basis. 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.

6.7 Eligible employees shall receive one (1) day's pay for each of the holidays listed in Section 6.1 above for which they perform no work, provided the employee is not on an authorized leave of absence without pay or on sick leave.

6.8 For non-shift employees, 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.

6.9 If an employee works on any of the holidays listed above, he shall be paid the following premium rate in addition to his holiday pay:

6.9.1 For regular shift hours - 1 1/2 times for all hours worked.

6.9.2 For all hours worked in excess of regular shift hours - double time for all hours worked.

6.10 If the designated holiday falls on an employee's regular day off, he/she will receive eight (8) hours pay in addition to his regular pay.

6.11 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.

6.12 Employees may elect to be compensated for up to forty (40) hours of unused Personal holidays, accumulated annual leave, or a combination thereof each year. Such election shall be in full day increments and shall be made anytime through October 31st of each year. Sell back requests received between the 18th of the month and the 2nd of the following month will be paid on the paycheck received on/about the 15th of the month; requests received between the 3rd and the 17th of the month will be received on the month-end paycheck. Compensation shall be computed at the rate of pay effective at the time of payment.

6.13 Any other day so designated as a one (1) 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 (1) 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.

6.14 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.

6.15 Holiday Pay

6.15.1 Eligible employees who perform no work on a holiday shall be paid for eight (8) hours at their current hourly rate of pay unless their regular work day is more or less than eight (8) hours.

6.15.2 Eligible employees whose regular work day differs from the standard eight (8) hour day shall be paid their current hourly rate of pay times the number of hours in their regular work day.

ARTICLE 7 - ANNUAL LEAVE

7.1 Eligibility

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 after the 15th of the month shall not receive credit for that month. Employees shall not be eligible to take paid vacation until they have accrued six (6) days of vacation. Employees separating from service on or before the 15th of the month will not receive any credit for that month. Employees separating after the 15th of the month will receive credit for the full month.

7.2 Allowance

Annual leave allowance shall be earned annually based on the following schedule:

7.2.1 1 working day per month for all employees having less than 5 years of service.

7.2.2 1 1/4 working days per month for all employees having at least 5 years of service but less than 10 years of service.

7.2.3 1 1/2 working days per month for all employees having at least 10 years of service but less than 15 years of service.

7.2.4 1 3/4 working days per month for all employees having 15 years of service but less than 20 years of service.

7.2.5 2 working days per month for all employees having 20 years of service but less than 25 years of service.

7.2.6 2 1/4 working days per month for all employees having 25 years or more of service.

Application:

1. For an employee working 8-hour shifts, "working day" be construed as 8 hours of annual leave;
2. For an employee working 9-hour shifts, "working day" be construed as 9 hours of annual leave;
3. For an employee working 10-hour shifts, "working day" be construed as 10 hours of annual leave;
4. For an employee working 12-hour shifts, "working day" be construed as 12 hours of annual leave; and
5. For an employee working any shift greater than 8 hours, "working day" be construed as the number of hours in such shift for the purposes of accrual of annual leave under the Agreement.

6. Appendix C has additional directions regarding the application of this section.

7.3 Annual Leave Pay

The rate of annual leave pay shall be the employee's regular straight time of pay in effect for the employee's regular job.

7.4 Choice of Annual Leave Pay

7.4.1 Annual leave shall be granted at the time requested by the employee. If the nature of the work makes it necessary to limit the number of employees on vacation at the same time, the employee with the greater seniority shall be given his choice of annual leave period in the event of any conflict over annual leave period.

7.4.2 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 his vacation because of work schedules, in which case the annual leave shall not be forfeited. Nor may an employee be paid additional compensation for earned vacation time not taken, except at the time of severance from County employment as hereinafter provided. (See Appendix C for additional application direction.)

7.5 Holiday During Vacation Period

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

7.6 Work During Vacation Period

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

7.6.2 Employees who are required to return from vacation 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 Department, reasonable expenses may be refunded.

7.7 Vacation Rights in Case of Layoff or Separation

7.7.1 Any employee who is laid off, discharged, retired or separated from the service of the employer for any reason prior to taking his vacation, shall be compensated in cash for the unused vacation he has accumulated at the time of separation.

7.7.2 Employees who have accrued annual leave while on paid administrative leave for disciplinary purposes will lose those privileges accrued during such administrative leave if the employee is discharged.

7.7.3 Refer to Appendix "C" for additional payoff procedure and amounts.

7.8 Bidding Procedure

781 Commencing December 1 of each calendar year, vacation bids will be open for the following calendar year. Vacation bids will open with the senior employee in each division. He/she and succeeding employees, by seniority, will be allotted a maximum of two (2) working days each after notification, to complete his/her bidding. Patrol Platoons will commence their vacation bidding February 15th of each calendar year and will bid for the period of March 1 through the end of February of the following year. Vacation bids will open with the senior employee in each platoon. He/she and succeeding employees, by seniority, will be allotted a maximum of two (2) working days each after notification, to complete his/her bidding.

782 In the Patrol Division, bidding will be by shift seniority as opposed to Division seniority.

783 Each employee shall be allowed to take at least two (2) weeks of accrued vacation time in two (2) consecutive weeks.

784 Only two weeks maximum can be bid for the time period of June 1st through September 15th on the first bid procedure. After divisional bidding has been completed then any additional time during June 1 through September 15 can be allowed.

785 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 Sheriff Department Division Commanders.

79 Vacation time can be taken at any time depending on the service requirements of the Department. The first two (2) weeks shall be granted according to seniority within divisions. Any two-week period bid and approved during the divisional bidding procedure, cannot be canceled solely due to military leave granted to another employee.

7.10 One (1) deputy may be allowed to take time off (Annual, Floating Holiday, Compensatory Time) during in-service or other Spokane County Sheriff's Office mandated training below the minimum staffing levels, **but** not if there are already deputies off on bid vacation. The deputy is responsible to give notice to the shift commander of desired time off.

7.11 It is agreed that even though an employee's rotation date may not fall on the first of September of the first of March, it is advantageous to the employees involved and to the Spokane County Sheriff's Office that rotation dates be either extended or shortened to accommodate the patrol markup changes which are the first of March and the first of September.

ARTICLE 8 - SICK LEAVE

8.1 Eligibility and Accumulation

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

8.1.1 Sick leave may roll over at the end of the year to a total of one hundred thirty (130) days. An additional fifty (50) days of sick leave may be accumulated and held in reserve for use. No part of the additional fifty (50) days reserve sick leave shall be paid off upon termination under the provisions of Section 8.3 of this Article.

8.12 Application:

1. For an employee working 8-hour shifts, "working day" be construed as 8 hours of sick leave;
2. For an employee working 9-hour shifts, "working day" be construed as 9 hours of sick leave;
3. For an employee working 10-hour shifts, "working day" be construed as 10 hours of sick leave;
4. For an employee working 12-hour shifts, "working day" be construed as 12 hours of sick leave; and
5. For an employee working any shift greater than 8 hours, "working day" be construed as the number of hours in such shift for the purposes of accrual of sick leave under the Agreement.
6. Appendix C has additional directions regarding the application of this section.

8.2 Allowance

8.21 Any employee contracting or incurring any sickness or disability which renders such employee unable to perform the duties of his employment shall receive sick leave pay up to the amount they have accumulated.

8.22 In the event of injury, illness or death of a member of the immediate family requiring the presence of the employee, (immediate family shall consist of spouse, parent, children, brother, sister, grandparent, father-in-law, mother-in-law, grandchildren, or more distant relative if living as a member of the employee's immediate household), the employee shall also be granted up to five (5) days sick leave with pay. 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 five (5) days.

8.3 Unused

Employees shall be compensated in cash for 50% of all accumulated unused sick leave upon retirement, death, or separation after 20 years of continuous service with the Sheriff's Department. In the event of death, payment is to be made to the estate of the employee. In the event of payment for separation after 20 years of continuous service, no payment will be made if the separation is as a result of a disciplinary procedure. Compensation under this section shall not exceed the equivalent of sixty-five (65) days' pay. Refer to Appendix "C" for additional payoff procedure and amounts.

8.4 Sick Leave Use When Deputy Suffers an Industrial Injury

When a member of SCDSA files a claim with the Department of Labor and Industries (RCW Title 51), which is accepted as a legitimate industrial injury and member is required to utilize their personal sick leave bank to cover the first three days of absence from work as a result of said industrial injury, if necessary County will reimburse the member for up to three days of sick leave for these first three days of absence resulting from the industrial injury. Refer to Appendix "C" for additional payoff procedure and amounts.

ARTICLE 9 - LEAVES OF ABSENCE

9.1 Eligibility Requirements

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

92 Application for Leave

Any request for a leave of absence shall be submitted in writing by the employee to his 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.

93 Types of Leaves

9.3.1 Civic Duty

9311 Any necessary leave shall be allowed by the Sheriff to permit an employee to serve as a member of a jury, or to take examinations for County positions, or to exercise his/her 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 he/she is 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 him/her.

9312 Any necessary leave may be allowed by the head of a department to permit an employee to exercise his/her voluntary civic duties. Such leave shall be without pay.

9.3.2 Parental

Parental leave will be granted in compliance with the Federal and State laws.

9.3.3 Other Leaves

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

9.3.4 Military Service

Every employee of the Sheriff's Department 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 (15) 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 he 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 (15) working days per year, the employee shall receive from the County his regular rate of pay for his permanent classification.

94 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.

9.5 Federal Family Medical Leave

Employees who take leave time under the provisions of the Federal Family Medical Leave Act of 1993 shall be required to use all available annual leave and sick leave prior to taking any unpaid leave. Provided further, that the employee may elect to preserve up to 22 days of accumulated sick leave from the requirements of this section.

9.6 Association Leave Time

9.6.1 Upon the approval of the Sheriff, one Association official and such Association legislative officials as agreed upon by the Association and Sheriff, said officials shall be allowed the required time without loss of pay to attend official Association conferences, Associations legislative conventions and state or national conferences, not to exceed five (5) days, for each conference or convention.

9.6.2 This policy shall not create overtime costs to the Spokane County Sheriff's Office.

9.7 Kelly Days

9.7.1 Members of the Association working 12-hour shifts will receive one Kelly day per month in exchange for giving the County 10 hours of training time per quarter of the calendar year.

9.7.2 The sergeants of each platoon will be responsible for the scheduling of the training days. The sergeants will consult with the members of their platoons in order to determine the best date to conduct the training.

9.7.3 The sergeants will attempt to select a primary training day based on the input from their platoons. The sergeant will ensure that members of his platoon attend training on the day selected. Should a member miss the selected training day he will be responsible to contact training and schedule a date to make up the in-service training.

9.7.4 No member of the Association will have sick time deducted from their sick time bank for missing the primary or secondary training day. Should the Association member miss their secondary training day he/she will not receive their Kelly day for that month, or in the event the member has already taken their Kelly day prior to missing their scheduled training, they will not receive their Kelly day for the following month.

9.7.5 The 10-hour training day can only be used for departmental training.

ARTICLE 10 - 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.

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 substantially the full duties of a classification above that in which the employee is normally classified for a minimum of two (2) hours, the employee shall be paid for such work at the rate assigned to the higher classified work in the appropriate step except for undercover situations.

10.4 Pay Period

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

10.5 Reporting Time

Any employee who is scheduled to report for work on his regularly scheduled shift and who presents himself for work but where work is not available or made available for him may be excused from duty and paid at his regular rate times the number of hours he is regularly scheduled to work.

10.6 Court Time

10.6.1 For purposes of this agreement, neither party recognizes Court Time as a shift and therefore it is exempt from the eight-hour rest requirement contained in 10.8.7. If minimum staffing can be met, employees will be allowed to use accrued leaves to rest prior to appearing in court.

10.6.2 Any employee who is required to appear and/or testify in court on his own time or time other than his regular duty hours shall be paid at a rate of time and one-half his 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 with the Spokane County Sheriff's Office nor for court action for which he is otherwise compensated. Court time will be considered separate from overtime pay.

10.6.3 Employees required to appear in court, or otherwise provided testimony, which interferes with the ability to receive adequate rest prior to their next shift will contact a supervisor as soon as possible. The employee will be allowed to adjust their shift start time to rest and the time will be deducted from any available leave balance to include the earned time for their appearance in court. Regardless of staffing levels, employees will not be returned to duty without adequate rest, to be

determined by the employee, with a maximum of 8 hours rest allowed.

10.7 Standby

Any employee who is required to standby at home on off-duty time for any reason shall be paid at time and one-half his/her regular rate of pay.

10.8 Overtime

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 All work performed in excess of eight (8) hours (10 hours if on a 4 day, 10 hour shift or 12 hours if on a 3 day, 12 hour shift) in any work day.

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

10.8.3 Scheduled overtime - Scheduled overtime shall be:

10.8.3.1 Any work in excess of the regular schedule where the employee is notified of the work with a minimum of 48 hours advanced notice; or

10.8.3.2 Any work in excess of the original schedule which the employee has volunteered to work.

10.8.3.3 Effected employees will be paid a minimum of one (1) hour at time and one half the employees regular straight time rate.

10.8.4 Unscheduled overtime - Unscheduled overtime shall be any work in excess of the regular schedule where the employee is notified of the work with less than 48 hours advanced notice and the time is adjoining with the employee's regular shift, including any scheduled overtime.

10.8.5 All work performed on any of the paid holidays set forth in Article V.

10.8.6 Except in an emergency or when necessary to investigate or resolve an ongoing operation, no employee will be required or otherwise allowed to work in excess of fourteen (14) consecutive hours.

10.8.7 Except in an emergency, when declared at the Sheriff's discretion or when necessary to investigate or resolve an ongoing operation, or upon mutual consent of the employer and employee, no employee will be required to report for work without at least eight (8) hours rest between shifts.

10.8.8 Patrol Corporals will be allowed to work patrol overtime only in the event that no members of the rank of deputy volunteer or sign up for the overtime within a reasonable amount of time before the work is to be performed. Overtime pay will be based on the corporal's rate of pay. This agreement does not authorize detectives or sergeants to work any scheduled or unscheduled patrol overtime.

10.9 Compensatory Time

When the employee and employer agree, overtime may be compensated with compensatory time off at the rate of time and one-half the regular rate of pay. Accrual of compensatory time off shall not exceed eighty (80) hours. Compensatory time off must be used within one hundred and eighty (180) days from the time it was earned. 10.9.1 Once compensatory time is selected it shall not be converted to pay except as follows:

- 1) Employees may request compensation for up to 40 hours of accrued compensatory time twice each calendar year. Only one compensatory sell back request may be made anytime during the five-month period between January 1st and May 31st; only one compensatory sell back request may be made anytime during the five month period between June 1st and October 31st.

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

- 2) Payment of any accrued compensatory time, up to eighty (80) hours, will occur when the employee separates employment.
- 3) In the event that compensatory time off is not taken within one hundred eighty (180) days of the time in which it was earned it shall be paid at the overtime rate.

10.10 Overtime Distribution

Overtime work opportunities shall be distributed as equally as reasonably possible to qualified employees working within the same job classifications. The distribution of overtime shall be equalized as nearly as possible over six (6) month periods beginning with the first calendar month following the signing of this Agreement. Overtime records shall be available for inspection upon reasonable notice. Overtime requests will be filled out in duplicate by the employee, one copy of which will be returned to the employee upon approval or disapproval by the shift supervisor.

10.11 Call Back

Call back shall be:

10.11.1 Work that is not adjoining the employee's regular shift, including any scheduled or unscheduled overtime; and

10.11.2 Work that is not volunteered for; and

10.11.3 Work that the employee is not given a minimum of 48 hours advanced notice.

10.11.4 Call back work shall be paid at a minimum of four (4) hours at straight time or the rate of time and one-half his regular rate for all hours worked, whichever is greater. Notwithstanding the above, Bomb Squad employees shall be paid a minimum of four (4) hours at time and one-half their regular rate of pay for a call back.

10.12 On Call Detectives, Detective Sergeants and On Call Traffic Unit

Members "on-call status" means those members receiving on call pay. This duty starts Friday at 1800 hours and ends the following Monday at 0600 hours, and includes those with Fridays and/or Mondays off.

Members are expected to arrive at the call-out location within one hour of being notified. While on-call, members will not drink alcoholic beverages and will have their

pager and cell phone whenever they are away from their residence.

The "on-call" members are responsible to be available for the weekend. There is no reason the "on-call" members cannot have someone else work for them. The only guidelines are that the fill-in member will be from the members "on-call" list, and the original "on-call" member will make all fill-in arrangements and advise their supervisor at least one working day prior (Thursday @ 1600 hours) to the "on-call" weekend.

Oncall Detectives, Detective Sergeants and On Call Traffic Unit shall be paid as follows:

10121 1.5 hours of pay at the regular rate of pay for each eight (8) hours that the employee is required to remain on call.

10122 2.5 hours of pay at the regular rate of pay for each eight (8) hours that employee is required to remain on call during any holiday.

10123 If unscheduled call-out occurs during any eight (8) hour period that the employee is required to remain on-call, the unscheduled overtime provisions of Article 10.8.4 shall apply in addition to the on-call pay for that period of time.

10.13 Specialty Pay

Effective January 1, 2019, members who leave or are reassigned from any specialty pay will cease to receive the added pay. Members may receive more than one specialty pay with the approval of the Sheriff.

10131 Bomb Squad members who are deemed qualified shall receive six percent (6%) of a Top Step Deputy's wage each month they qualify for Bomb Squad assignment, in addition to their regular pay. This added pay will cease if the member is reassigned from this unit.

10132 SWAT members shall receive three percent (3%) of a top step Deputy's wage each month they qualify for SWAT assignment, in addition to their regular pay. This added pay will cease if the member is reassigned from this unit.

10133 K-9 Dog Handlers shall receive 4.5% of a top step Deputies wage each month they are caring, grooming, feeding, exercising, and performing other related maintenance requirements of the dog assigned to them. This 4.5% represents eight hours of the dog handlers' regular rate of pay. The K-9 handlers regular rate of pay is inclusive of the current 3% per month received by each K-9 handler for working/training their dog. In the event that extraordinary care (i.e. veterinarian attention or other non-routine or non-recurring attention) requires additional time to be spent on the dog outside the normal range and time or duties, the officer must submit a time slip recording the extraordinary care. This time slip will be in the format as directed by the Sheriff's Office. Pay for this extraordinary care will be determined by reviewing the employee; work day, work week, and the appropriate hourly rate for the individual officer. This added pay will cease if the member is reassigned from this unit.

10134 Investigative Division Sergeants and Deputies assigned to the Investigative Division shall receive three percent (3%) of a top step deputy's wage, in addition to their regular pay, for each month they are assigned to the Investigative Division. This added pay will cease if the member is reassigned from this Division.

10135 Investigative Task Force To provide consistent pay amongst employees in Job Code 4029DS, Detective Corporal, effective January 1, 2019, Detective Corporals will no longer receive SP4 pay for the Investigative Task Force assignment (ITF). Instead, the salary range for Job Code 4029DS will be adjusted upwards from Grade 6TP to 6MK which reflects three percent (3%) of a top step Deputies' wage. This added pay will cease if the member is reassigned from this task

force.

10136 Qualified Marine Enforcement Deputies shall receive three percent (3%) of a top step Deputy's Wage, in addition to their regular pay, for each month they are assigned to the Marine Enforcement unit. This added pay will cease if the member is reassigned from this unit.

10137 Qualified Field Training Officers, Field Training Corporals and the Sergeant supervising the Field Training unit shall receive three percent (3%) of a top step Deputy's wage, in addition to their regular pay, for each month they are assigned to the Field Training unit. This added pay will cease if the member is reassigned from this unit.

10138 Qualified Firearms/Armorer Instructor's shall receive three percent (3%) of a top step Deputy's wage each month, in addition to their regular pay, for each month they are assigned as a Qualified Firearms/Armorer Instructor. This added pay will cease if the member is reassigned from this unit.

10139 Qualifications for specialty pay shall be determined in Labor/Management meetings.

10.14 Longevity/Educational Incentives

10141 In addition to the wages specified in Appendix A, employees are eligible to receive either longevity pay or educational incentive pay as described below. Employees eligible for both longevity and educational incentive pay shall receive the higher of the two incentive pays but not both.

10142 Longevity Pay In addition to their regular pay based on their salary range and step placement employees shall receive:

101421 2% per month upon completion of 4 years of continuous full-time County service.

101422 3.5% per month upon completion of 8 years of continuous full-time County service.

101423 5.5% per month upon completion of 12 years of continuous full-time County service.

101424 7.0% per month upon completion of 16 years of continuous full-time County service.

101425 9.0% per month upon completion of 20 years of continuous full-time County service.

101426 11.0% per month upon completion of 24 years of continuous full-time County service.

10143 Educational Incentive In addition to their regular rate of pay based on their salary range and step placement employees shall receive one, and only one, of the following incentives:

101431 3.5% per month for possession of an A.A. or A.S. Degree.

101432 7.0% per month for possession of a B.A. or B.S. Degree.

101433 9.0% per month for possession of a M.S., M.A., or MBA Degree.

101434 Such degrees must have been received from an accredited college or university. Any employee who wishes to receive educational incentive pay shall provide proof to the employer that he/she has received the degree claimed.

10.15 Shift Incentive Pay

Day Shift consists of any shift that is scheduled to end between the hours of 1000 and 1800

Swing Shift consists of any shift that is scheduled to end between the hours of 1801 and 0200

Graveyard Shift consists of any shift that is scheduled to end between the hours of 0201 and 0959

Shift Incentive pay will consist of 1% of top step deputy pay for all members assigned to a shift defined above as Swing Shift and 2% of top step deputy pay for all members assigned to a shift defined above as Graveyard Shift.

Shift Incentive pay will be calculated based on top step deputy pay for all ranks.

All deputies who are on probation shall receive 1% of top step deputy pay for the year that they are on probation. This pay shall be in lieu of the shift incentive pay above.

10.15.1 Injured members and Shift Incentive Pay (SIP): Anytime an injured employee is returned to work under the light or modified duty program and moves from a shift that provides shift incentive pay to a shift that does not, the incentive pay stops. Likewise, if the employee returns to light/modified duty and continues this work on a shift that does pay the incentive, then the employee would continue to receive the incentive.

If an employee is on an extended absence due to an illness or injury and not working at all, the SIP would continue until she/he returns to working on a shift, light duty or otherwise, that does not qualify for SIP.

10.16 Lateral Deputy Pay Lateral entry deputies shall start at step three (3) of the deputy sheriff's wage delineated in the Spokane County Salary Range Table (currently 4VK).

10.17 During the fall of the year when a member works an extra hour because of daylight savings time, that member will be compensated by overtime or compensatory time for the extra hour. During the spring of the year when a member works one less hour because of the time change, the member will be required to either work one hour past their normal shift hours or be allowed to use one hour of leave time at the employer's discretion.

ARTICLE 11 - SENIORITY

11.1 Seniority shall be defined as follows:

11.1.1 Total length of service within job classification. For purposes of seniority, Officer Candidate's seniority will be calculated from date of hire.

11.1.2 Total length of unbroken service with the Sheriff's Department.

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 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 layoffs or reduction to a lower classification shall be executed so long as there are

temporary employees serving with the affected classification.

114 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.

115 Disciplinary suspensions shall not adversely affect seniority.

ARTICLE 12 - DISCIPLINE AND DISCHARGE

121 Discipline

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

- 1211** Oral reprimand
- 1212** Written reprimand
- 1213** Suspension (Notice to be given in writing within twenty-four (24) hours of action.)
- 1214** Demotion (a demotion shall not result in the layoff of another employee within the bargaining unit)
- 1215** Discharge (Notice to be given in writing within twenty-four (24) hours of action)

122 Any disciplinary action or measure above a written reprimand imposed upon an employee may be processed either through the regular Civil Service procedures or the contractual grievance procedure but not both.

123 Discharge

The employer shall not discharge or otherwise discipline any employee without just cause. The employee and his steward will be notified in writing that the employee has been suspended and/or discharged.

124 Probationary employees may not grieve discipline or discharge.

125 Grievance and Arbitration Procedure

Any grievance (a complaint of an alleged violation of a specific term of this agreement) or dispute which may arise between the parties involving the application, meaning or interpretation of this Agreement shall be settled in the following manner:

To be considered a bona-fide grievance the alleged violation must contain the following:

- 1251** The specific contract provision violated.
- 1252** The specific action(s) that occurred that violated the contract provision listed above.
- 1253** How that action violated the specific terms of the agreement.
- 1254** When the violation is to have taken place.
- 1255** Where the violation is to have taken place, if appropriate.
- 1256** A brief description of the events surrounding the violation.

1257 The remedy sought.

126 Agreement of Parties to Meet

1261 Grievances will be submitted to the Employees immediate supervisor in person, by regular mail or by email. For tracking purposes, a copy of the grievance will be provided to the HR Manager.

1262 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.

1263 Any member of the Spokane County Sheriff's Office who has been identified in an administrative complaint has the ability to request a meeting with the Sheriff to resolve the complaint. This does not preclude the complaint from being resolved prior to any meeting occurring.

12.7 STEP 1. The employee or the Association Official may take up the grievance or dispute that does not involve discipline and/or discharge with the employee's immediate supervisor within ten (10) calendar days of its occurrence. Grievance involving discipline and/or discharge shall be initiated at Step 3. If at that time the Employee or Association Official is unaware of the grievance, they shall take it up within ten (10) calendar days of the date they should have known of its occurrence. The supervisor shall then attempt to adjust the matter and shall respond to the Association Official within ten (10) days.

12.8 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 Association Official to the division head within ten (10) calendar days after the supervisor's response is due. The division head shall respond to the Association Official in writing within ten (10) calendar days.

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

12.10 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 Association to the County Labor Relations Manager or Human Resources Director within ten (10) working days after the response of the Sheriff is due. The County Labor Relations Manager or Human Resources Director shall schedule a meeting with the Association and respond to the Association within ten (10) working days.

12.11 STEP 5. If the grievance is still unsettled, either party may within ten (10) calendar days after the reply of the Sheriff or County Labor Relations Manager or Human Resources Director is due, by written notice to the other, demand arbitration.

12.12 The arbitration proceeding shall be conducted by an arbitrator to be selected by the employer and the Association within ten (10) days after notice has been given. If the parties fail to select an arbitrator, The American Arbitration Association shall be requested by either or both parties to provide a panel of nine (9) arbitrators. 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. The decision of the arbitrator shall be final and binding on the parties, and the arbitrator shall be requested to issue his decision within thirty (30) days after the conclusion of testimony and argument.

12.13 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 his/her 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.

12.14 Grievances initiated by the employer shall be processed in this same manner, but they may be initiated at either Step 1 or Step 2.

12.15 Time frames may be extended or waived by written, mutual agreement of the signatory parties.

12.16 Grievance Committee

12.16.1 Employees selected by the Association to act as Association 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 Association and the individuals so certified shall constitute the Association grievance committee.

12.16.2 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.

12.17 Processing Grievances During Working Hours

12.17.1 Grievance committee members may, with the approval of the supervisor, investigate and process grievances during working hours without loss of pay.

12.17.2 In the processing of a grievance, the committee should be limited to a total of three (3) members.

ARTICLE 13 - 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-downs, 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

association or by individuals covered by the bargaining unit. Participation in such activities shall be cause for disciplinary action up to and including discharge.

ARTICLE 14 - GENERAL PROVISIONS

14.1 Pledge Against Discrimination and Coercion

1411 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, marital status, race, creed, national origin, political affiliation, sexual orientation or their status as a qualified individual with a disability.

1412 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.

1413 The employer agrees not to interfere with the rights of employees to become members of the Association and there shall be no discrimination, interference, restraint, or coercion by the employee representative against any employee because of Association membership or because of any employee activity in an official capacity on behalf of the Association. The Association recognizes its responsibility as bargaining agent and agrees to fairly represent all employees in the bargaining unit without discrimination, interference, restraint or coercion.

14.2 Union Activities on Employer's Time and Premises

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

1421 Post Association notices.

1422 Attend negotiation meetings with the approval of the supervisor.

1423 Transmit communications, authorized by the local Association or its officers to the employer or his representative.

1424 Consult with the employer, his/her representative, local Association officers, or other Association representatives concerning any provisions of this Agreement, by first receiving the approval of his immediate supervisor.

14.3 Time Off For Association Business

1431 Upon the approval of the Sheriff, one Association official and such Association legislative officials as agreed upon by the Association and Sheriff, shall be allowed the required time without loss of pay to attend official Association conferences, Association legislative conventions and state or national conferences, not to exceed five (5) days, each official, for each conference or convention. This policy shall not create overtime costs to the Spokane County Sheriff's Office.

1432 It is agreed the employer has the right to refuse paid time off if the above time is to be used for lobbying or legislation contrary to the Sheriff's stated position.

14.4 Work Rules

The employer agrees to notify the Association of any changes in existing work rules fifteen (15) working days prior to implementation in order that a Labor/Management

meeting may be set to review the changes and alternatives if appropriate. The fifteen (15) working day notice shall not be required in case of emergency.

14.5 Seniority List

During the term of this Agreement, the County will furnish the Association with an up-to-date Department seniority list for the bargaining unit, together with the classification and rates of each employee on such list.

14.6 Equipment

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

1461 Marked Patrol Vehicle Take Home Agreement - The Spokane County Sheriff's Office does place marked Sheriff's Patrol Vehicles in the neighborhoods of Spokane County to enhance visibility and deter crimes. The vehicles are issued, when available, to deputies and will be used for official duty only. The vehicles are issued at the discretion of the Sheriff and therefore, revocation of the take home vehicle is not a grievable issue. Generally, deputies must reside in Spokane County to be eligible for a take home vehicle. However, eligibility of deputies residing a short distance from the Spokane County line will be decided on a case by case basis. The Sheriff has the right to terminate the Marked Patrol Vehicle Take Home Agreement after giving two (2) weeks' notice the Spokane County Deputy Sheriff's Association. If there is a need for additional marked patrol vehicles due to a shortage or emergency situation the vehicles may be immediately recalled for general assignment.

14.7 Clothing Allowance

1471 The County will provide a clothing allowance of one thousand eighty-eight dollars (\$1088) per year for each and every member of the Sheriff's Department whose primary function is law enforcement.

1472 When the employer mandates a change in uniform, the employer shall provide the initial issue unless the employee is allowed to continue using the obsolete article(s) until no longer serviceable.

14.8 Personal Property

1481 The Spokane County Sheriff's Office will reimburse deputies for equipment and clothing (necessary for performance of their duties and required by the office), which are damaged in the course of duty. Equipment will be replaced at current replacement value.

1482 The Spokane County Sheriff's Office will not replace any item damaged due to the deputies' negligence.

1483 Nothing in this section is meant for the County to repair or replace damaged or destroyed property if the payment can be secured by the court.

14.9 Liability Coverage

The County agrees, whenever any action, claim or proceeding is brought or instituted against any Sheriff Deputy arising from acts or omissions while such Deputy is performing or in good faith purporting to perform within the scope of Deputy's authority to authorize the defense of the action or proceeding at the expense of the County, and if any money judgment against such officer or employee is entered, to pay such money judgment.

14.10 Association President to be Assigned to Dayshift

The Sheriff agrees to assign the Association President to a dayshift position within the department and at the job classification that the president holds. Such assignment will be made regardless of departmental seniority.

14.11 Authorized Agents

The County's principle authorized representative shall be the Human Resources Manager or his/her duly authorized representative located at 824 N Adams Street, Spokane, WA 99260, telephone (509)477-2880, except where a particular County representative for purposes of accepting notice of proposed negotiable issues shall be specifically designated by the HR Director or the Human Resources Manager in connection with the performance of a specified function or obligation set forth herein.

The Association's authorized representative(s) shall be the elected President or his/her duly authorized representative of the Deputy Sheriff's Association. The Association will notify the County Human Resources Manager in January of each year the name of the authorized representative of the DSA.

ARTICLE 15 - MEDICAL, DENTAL, LIFE INSURANCE, LTD

15.1. Medical

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

The employee monthly premium cost sharing formula shall be employees contributing 5% towards the employee's medical premium and 10% towards the employee's dependents' premiums.

15.1.2 Employee's monthly premium sharing costs will be set up to be paid with pre-tax dollars and the employee's monthly premium will be split over the two pay periods in the month. Changes may only be made during medical/dental open enrollment.

15.1.3 The County agrees to maintain current level of benefits with the ability to meet with the Association regarding benefits changes, introduction of alternate medical plans and any item that will assist both the County and the Association to consider cost containment issues. Any modifications to the medical benefits during the term of this agreement shall be by mutual agreement only.

15.1.4 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.

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

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

(HMO) Plan	(PPO) Plan
\$200 Individual / \$600 Family Deductible	\$500 Individual / \$1500 Family Deductible
90/10 Coinsurance	80/20 Coinsurance
\$30 Office Visit Co-pay	\$30 Office Visit Co-pay
Preventive-no out-of-Pocket	Preventive-no out-of-Pocket
\$1,000 Individual /\$3000 Family Out of Pocket Maximum	\$2,000 Individual /\$6000 Family Out of Pocket Maximum
\$15/\$30/\$50 RX Retail Mandatory Generics \$30/\$60/\$100 RX Mail Order Mandatory Generics	\$15/\$30/\$50 RX Retail Mandatory Generics \$37.50/\$75/\$125 RX Mail Order Mandatory Generics
\$150 ER Co-pay	\$150 ER Co-pay
\$150 Vision Hardware Every 24 Months	Covered in Full Up to \$300 Every 12 Months

Disease Management will be added to both plans and Chiropractic visits will be limited to 24 Per Calendar Year in the PPO plan.

15.2 Dental

15.2.1 The employee monthly premium cost sharing formula shall be employees contributing 5% towards the employee's dental premium and 10% towards the employee's dependents' premiums.

15.2.2 The Employer agrees to provide two (2) dental plans; the Spokane County Self Insured Preferred Provider Plan (PPO), Delta Dental Service of Washington (WDS - PPO) and the Dental Maintenance Organization (OMO), Willamette Dental.

15.2.3 In the event that the premium 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 dental fund.

15.2.4 The Employer further agrees that the level of coverage provided by the Spokane County Self Insured Preferred Provider Plan shall not be reduced during the term of this agreement even in the event that the carrier of said coverage is changed.

15.3 Vision

15.3.1 The employee monthly premium cost sharing formula shall be employees contributing 5% towards the employee's vision premium and 10% towards the employee's dependents' premiums.

15.4 Eligibility

1541 No double coverage (applies to Medical and Dental) which means:

- Regarding Medical: Each employee and spouse will remain on their own medical plan and dependents, if any, will be enrolled on the parent's plan whose birthday falls first in the year unless otherwise notified.
- Regarding Dental: If both employee and spouse select the same dental plan, the employee, spouse and all dependents, if any, will be enrolled on the employee's plan whose birthday falls first in the year unless otherwise notified. If married employees each select a different plan, then the employee and spouse will remain on their own dental plan and dependents, if any, will be enrolled on the employee's plan whose birthday falls first in the year unless otherwise notified.

1542 Medical, dental, and vision eligibility will begin the first day of the month following hire. If employment begins the 1st through the 15th of the month their coverage will begin the first day of the next month after hire. If employment begins the 16th through the end of the month their coverage will begin the first day of the month following the first full month after their hire date.

1543 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.

15.5 Life Insurance: The County will provide and pay the full premiums for a \$25,000 Employee Life Insurance Policy. Supplemental insurance will remain available at the employee's option, eligibility and expense. Implemented the first of the month following ratification of the agreement.

15.6 Long Term Disability Premium

County agrees to pay full LTD premium effective 1/1/19 until 12/31/21 for each member. This will be set up as premium pay.

ARTICLE 16 - SAVINGS CLAUSE

ARTICLE 18 -TERMINATION

This Agreement shall be effective as of the 1st day of January, 2019 and shall remain in full force and effect through the 31st day of December, 2021. Negotiations for a successor Agreement shall begin in accordance with the provisions of RCW 41.56.440.

IN WITNESS WHEREOF, the parties hereto have set their hand this 27 day of December, 2018.

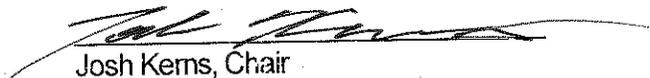
FOR THE ASSOCIATION:



President, Deputy Sheriff's Association

Vice President, Deputy Sheriff's Association

FOR THE EMPLOYER:



Josh Kerns, Chair

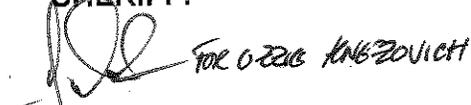


Mary Kuney, Vice-Chair



Al French, Commissioner

SHERIFF:

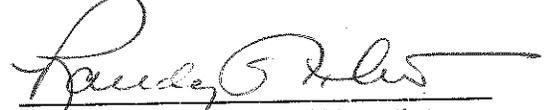


Ozzie Knezovich, Sheriff
JOHN NAWCAS, UNDERSHERIFF

HUMAN RESOURCES:



Tim Hansen, HR Director



Randy Withrow, Chief Negotiator

WORKING AGREEMENT between, SPOKANE COUNTY, the SPOKANE COUNTY SHERIFF'S OFFICE, and the SPOKANE COUNTY DEPUTY SHERIFF'S ASSOCIATION, 1/1/2019 through 12/31/2021

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 17 - 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 Association and County officials. Supplemental agreements thus completed shall become a part of the Agreement and subject to its provisions.

APPENDIX A

<u>Classification</u>		<u>2019</u>	<u>2020</u>	<u>2021</u>
Deputy Sheriff	6HA	3.15%	2.25%	2.25%
Detective/Corporal	6RF	3.15%	2.25%	2.25%
Sergeant	7AR	3.15%	2.25%	2.25%

All Deputy Sheriffs hired on or after January 1, 1994 shall be compensated on step one of the salary range in accordance with the County Salary Administration Plan. Upon completion of 12 months on Step One they shall move to Step 3. Upon completion of 12 months on Step 3 they shall move to Step 5. Upon completion of twelve months at Step 5 they shall move to Step 7. All Deputy Sheriffs on the payroll prior to January 1, 1994 shall be placed in that step of the salary range and have future step placement governed by the step progression specified herein.

APPENDIX B

Spokane County Law Enforcement Officer's Bill of Rights

Individual rights of employees with the Spokane County Sheriff's Office shall not be violated. To insure this, the following shall represent the Spokane County Law Enforcement Officer's Bill of Rights. Hereinafter, a law enforcement officer covered by this agreement shall be referred to as "Employee".

I ADMINISTRATIVE INTERNAL INVESTIGATIONS

- (1) An employee shall be entitled to representation from the Spokane County Deputy Sheriff's Association or its designee at each step of the disciplinary procedure, grievance procedure and/or the internal investigative process as set forth in POLICY 26.6. INTERNAL INVESTIGATIONS. In addition, an employee may also have legal representation at his/her own expense or the expense of the SCDSA. The employee will be given time to consult with any of these persons prior to the interview/interrogation, on a reasonable basis. (see POL 26.6.2.d).
- (2) Prior to the interview/interrogation, the Employee will be advised of the nature of the interview/interrogation, i.e. Administrative or Criminal in nature.
- (3) Before an employee may be dismissed, demoted, suspended, transferred for disciplinary reasons, or have any written disciplinary action, including written documentation of an oral reprimand, placed in any type of administrative file, a full and complete investigation into the allegation(s) of misconduct will be conducted. If disciplinary action results the employee shall have the right to an in person hearing before the Sheriff.
- (4) The administrative interview/interrogation shall be conducted at a reasonable hour, preferably when the employee is on duty unless the exigencies of the investigation dictate otherwise. Where practical, interviews shall be scheduled for the daytime. Employees will be given at least 72 hours notice prior to any interview/interrogation taking place. This notice shall include a provision stating that the investigation is an administrative, as opposed to criminal, investigation. However, employees may waive this notice and agree to be interviewed at any time.

- (5) Employees shall be compensated if the interview/interrogation occurs off-duty, at the appropriate overtime rate of pay.
- (6) The interview/interrogation shall take place at the Spokane County Sheriff's Office facility, except when deemed inappropriate by the investigator, and the interview/interrogation session shall not be overly long, and the employee shall be entitled to reasonable intermissions for personal necessities, phone calls, meals, and rest periods. (see Policy 26.6.2. (c,f).
- (7) Employees are required to cooperate with the internal disciplinary process and answer fully and in a truthful manner all questions posed by a superior officer, supervisor or administrative investigator. Employees being interviewed/interrogated shall be informed that failure to answer questions directly related to the investigation may result in disciplinary action, which includes termination (see POL 26.5.3 b, Appendix C).
- (8) The employee under administrative investigation shall be informed of the name and rank of the assigned investigator and all persons present during the interview.
- (9) The Association representative has the right to active, non-disruptive participation, to include: Making objection to improper or unlawful questions, asking clarification of questions that are unclear, offering additional evidence at an appropriate time in the proceeding, requesting breaks for the employee when necessary.

- (10) Prior to being interviewed, the accused employee will be: a) allowed to read the citizen's written complaint (if received); b) informed of the nature/scope of the complaint/investigation; c) and informed of the identity of complainant/witness(s).
- (11) Employees shall not be promised any reward as an inducement to answer questions. In addition, the tone or mechanics of the interview will not be designed to foster harassment or "badgering". Any employee being interviewed/interrogated shall not be threatened with transfer, dismissal, suspension, or disciplinary action, nor shall any employee be coerced or intimidated or suffer any reprisals either directly or indirectly that may adversely affect his hours, wages, or other terms and conditions of employment as a result of the exercise of his rights under this Agreement (see POL. 26.6.2 g).
- (12) A complete record shall be kept of any interview/interrogation. A copy of the record shall be available to the employee and/or his/her counsel and/or Association representative upon request and without charge. The administrative interview may be sound recorded or video-taped at the employee's request or employer's discretion (see 26.6.2.b). Each party shall be responsible for supplying their own audio-visual equipment.
- (13) The Employer may not insert any adverse material into any file of the employee unless the employee has had an opportunity to review and receive a copy of the material, and to respond in writing to the alleged violation(s). The employee may waive these rights.
- (14) In all investigations, the employee shall be considered innocent until the allegations are substantiated.

- (15) These Rights extend to all subjects involved in the investigation, i.e. subjects of the investigation and witnesses.

I. CRIMINAL INVESTIGATIONS

- (1) If the investigation is criminal in nature, the employee will be advised of the criminal nature of the investigation. The employee will be afforded the same Constitutional rights and responsibilities as any other citizen. (see POL 26.6.1)
- (2) In all investigations, the employee shall be considered innocent until proven guilty.
- (3) Investigations will be conducted in accordance with State and Federal law.

III. GENERAL RIGHTS

(1) If the employer has reasonable cause to question an employee's fitness for duty, the Employer may require the employee to undergo a physical or psychological examination to determine continued fitness for duty, in accordance with POL 26.5.3.f. If the employee disagrees with the results of such examination, or the results of the first examination indicate that a further examination is required, then either the employee or employer may require a second examination. Should the findings and recommendations of the examining physicians significantly differ, a third opinion from a qualified physician selected jointly by the two physicians may be obtained. In lieu of this third opinion, the employer, Association and affected employee may choose to conduct a Physical Capacity Exam. The Employer, Association and affected employee, shall follow the third opinion or the Physical Capacity Exam, whichever is applicable. The first and, where applicable, third examination or Physical Capacity Exam shall be paid for by the employer and the second examination shall be paid by the employee, unless the injury or claimed deficiency is a result of an on-duty situation or is covered under Labor and Industries Laws. If the employer requires a second examination the cost of that examination will be that of the employer.

(2) Except where obligated by law or with prior written consent of the affected employee, the County will not release information which is not otherwise a public record from an employee's administrative/personnel files to any third party not associated with or acting on behalf of the County. Where law requires release, the employer will make a reasonable effort to notify the employee prior to release of the information.

(3) 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.

Suspension, demotion or any other discipline will not be used as the basis for further disciplinary action after sixty (60) months if there have been no repeated offenses concerning the same matter as the discipline.

3.1 Members will have the right to review their files on an annual basis. Members may request a document in their administrative files be removed from their files.

(4) No employee shall be required to disclose any item of his or her, or a member of his or her family or household's, property, income, assets, source of income, debts, or personal or domestic expenditures unless that information is necessary in investigating a possible conflict of interest with respect to the performance of his or her official duties, or unless the disclosure is required by law.

(5) Any employee who has been involved in the use of deadly force shall have the right to consult with an attorney prior to giving a statement about the incident involving the use of force.

(6) All investigations will be completed in a timely manner, not to exceed 60 days. At the completion of the investigation the Employee will be notified in writing of the result of the investigation. In the case of a complex investigation that may exceed the 60-day time limit, the employee will be notified of the extension and approximate time needed to conclude the investigation.

(7) No statute may abridge nor may the Spokane County Sheriff's Office adopt any rule or regulation, which prohibits the right of a law enforcement officer to bring suit arising out of his or her duties as a law enforcement officer.

(8) Unless otherwise described herein, all investigations will be conducted in accordance with State and Federal law.

(9) This Section shall not be construed as denying any employee any right guaranteed through the provisions of a collective bargaining agreement negotiated under chapter 41.56 RCW.

(10) This Section will be known and cited as the Spokane County Law Enforcement Officers' Bill of Rights.

APPENDIX C

SECOND ADDENDUM TO MEMORANDUM OF UNDERSTANDING TO IMPLEMENT ARBITRATION AWARD (JUNE 2006) REGARDING ANNUAL AND SICK LEAVE ACCURALS BETWEEN SPOKANE COUNTY, SPOKANE COUNTY SHERIFF AND SPOKANE COUNTY DEPUTY SHERIFF ASSOCIATION (SCDSA)

The Spokane County Deputy Sheriff's Association (SCDSA), Spokane County Sheriff's Department and Spokane County (hereafter collectively referred to as Parties) executed a Memorandum of Understanding (MOU) implementing an award by arbitrator George Lehleitner ordering Spokane County to utilize a deputy's shift hours (currently 8, 9, 10 or 12-hour shifts) to calculate annual and sick leave accrual rates under certain sections in Article 7 and 8 of the Parties Collective Bargaining Agreement (CBA). THE Parties desire to clarify paragraph 2 of the First Addendum as follows after the restatement of the original MOU and First Addendum (less Appendix "A").

ORIGINAL MOU

The Parties agree the implementation of this award will be as follows:

1. The definition of a "working day" in section 7.2 and 8.1 of CBA will correlate to the shift a deputy is working.

For example, a newly hired deputy who works a twelve (12) hour shift will accrue annual and sick leave at 12 hours per month and a newly hired deputy who works an eight (8) hour shift will accrue annual and sick leave at 8 hours per month. A six (6) year deputy who works a twelve (12) hour shift will accrue annual leave at 15 hours per month and 12 hours of sick leave per month while a six (6) year deputy working an eight (8) hour shift will accrue annual leave at 10 hours per month and sick leave at 8 hours per month.

If a deputy were to change from the twelve (12) hour shift to an eight (8) hour shift, the hours of accumulated leave would be adjusted down to equate to an eight (8) hour shift. (Total Number of Accrued Hours\ 12 = Number of Shifts x 8 = New Total Number of Accrued Hours). By the same token, a deputy working an eight (8) hour shift who changes to a twelve (12) hour shift would have the leave accruals adjusted up. (Total Number of Accrued Hours/ 8 = Number of Shifts x 12 = Total New Number of Accrued Hours).

2. The maximum amount of annual and sick leave that can be accumulated at any time under sections 7.4.2 and 8.1.2 of CBA would be calculated based upon the deputy's shift. The maximum number of annual and sick leave shifts would therefore be adjusted up or down when a deputy changes between an eight (8), ten (10) or twelve (12) hour shift.

For example, under section 7.4.2 of CBA, a deputy working an eight (8) hour shift can accumulate no more than twice the amount earned annually to a maximum of 40 shifts or 320 hours. A deputy working a twelve (12) hour shift can accumulate no more than twice the amount earned annually to a maximum of 40 shifts or 480 hours. In those cases where there is a change in shifts, the maximum caps in terms of hours would be adjusted up or down as described in Paragraph 1 above. (Total Number of Accrued Hours/ Old Shift Hours = Number of Shifts x New Shift Hours = New Total Number of Accrued Hours). This same formula would apply to section 8.1.2 of CBA (Sick Leave).

3. Compensation for unused leave accruals under sections 7.7 and 8.3 of CBA would be calculated on the basis of an eight (8) hour day. For example, under section 7.7.1 of CBA, a deputy working a 12-hour shift with 60 hours of accrued annual leave when separation of employment occurs, would be compensated as follows: $\text{Accrued Annual Leave} / \text{Shift} = \text{Number of Shifts} \times 8 = \text{Hours of Unused Vacation} \times \text{Hourly Rate of Pay at Separation} = \text{Payoff Amount}$. (60 hours divided by 12 equals 5 working shifts multiplied by 8 hours which equates to 40 hours of unused vacation to be paid out.)
4. Arbitrator Lehleitner awarded retroactivity to June 17, 2005 but because accruals do not mature unless a deputy works between the first and fifteenth of the month (Sections 7.1 and 8.1 of CBA), retroactivity will start the month of July 2005.

After deputies leave accruals are calculated as a result of this retroactivity, if deputy's annual leave accrual exceeds the maximums as described in Paragraph 2 above, Spokane County agrees, one time only, to compensate said deputy for hours in excess of the maximum annual leave accruals to ensure this maximum accrual is not exceeded. Thereafter, deputies will be solely responsible to ensure annual leave is not forfeited pursuant to section 7.4.2 of the CBA.

Parties agree that this one-time cash out for exceeding maximum accruals as a result of retroactivity only applies to Annual Leave (Article 7) and not Sick Leave (Article 8).

FIRST ADDENDUM

1. The deputies balance of annual and sick leave accruals as of August 31, 2006, will be calculated by using deputies Peoplesoft leave balances as of July 1, 2005 and converting these balances based on their shift assignment on August 31, 2006. ($\text{Total Number of Accrued Hours on July 1, 2005} / 8 = \text{Number of Shifts} \times \text{Shift Hours on August 31, 2006} = \text{Converted Beginning Leave Balance}$).

Adjustments will be made to the deputies Converted Beginning Leave Balances by deducting any activity (time taken, adjustments, time sold) between July 1, 2005 and August 31, 2006. Additionally, depending on which shift a deputy was assigned to for each month between July 1, 2005 and August 31, 2006, a

retroactivity accrual adjustment will be added to the Converted Beginning Leave Balances based on the deputies' assigned shift during a respective month. (Deputies assigned to a ten (10) hour shift will receive two (2) hours for each month assigned to that shift and those assigned to a twelve (12) hour shift will receive (4) hours for each month assigned to that shift).

Finally, the deputies' Peoplesoft leave balances as of August 31, 2006 will be updated by taking the Adjusted Converted Beginning Leave Balances and subtracting the deputies recorded leave balances in Peoplesoft on August 31, 2006.

A formula is attached as Appendix "A" and incorporated herein by reference.

2. When a deputy will be utilizing their leave accruals for a majority of a month (for example FMLA, Workers Compensation, Light Duty, Terminal Leave), said deputy will be assigned to an eight (8) hour shift and their leave accruals will be adjusted accordingly.

SECOND ADDENDUM

Spokane County, Spokane County Deputy Sheriff Association and the Spokane County Sheriff Department desire to clarify when member's shift assignments will be converted because of utilization of leave accruals as outlined in Paragraph 2 of the Second Addendum.

Members of the association will have their shift changed to five eight-hour shifts and their leave accruals adjusted accordingly only when they go on terminal leave. Terminal leave is defined as leave taken when the return of the member to the work force is doubtful. Examples include leave at the end of the member's career or leave due to a clear long-term injury or illness which renders the employee unable to return to regular duty or to a light duty position.

Management has the absolute right to designate leave as terminal leave. Management's determination that a member is on terminal leave will be based on information at Management's disposal such as documents from the member's physician, Management's physician, personal/administrative files and other pertinent information.

When a member is assigned to a light duty position, their shift will be converted on a case by case basis determined by the light duty assignment.

Conversion to eight (8) hour shifts and adjustments to leave accruals will not be adjusted for other sickness, injury, or FMLA leave unless determined terminal leave by Management.