

BEFORE THE BOARD OF COUNTY COMMISSIONERS
OF SPOKANE COUNTY, WASHINGTON

IN THE MATTER AUTHORIZING THE)
EXECUTION OF A COLLECTIVE BARGAINING)
AGREEMENT WITH JAIL CORRECTION)
LIEUTENANTS (492-CL))
[January 1, 2016 - December 31, 2018])

RESOLUTION

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

WHEREAS, pursuant to the provisions of chapter 41.56 RCW, 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 492-CL, regarding wages, hours and working conditions for the time frame from January 1, 2016 through December 31, 2018, as more particularly set forth in Attachment "A," attached hereto and incorporated herein by reference.

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 HEREBY RESOLVED by the Board of County Commissioners of Spokane County, that the Board of County Commissioners does hereby approve and agree with all provisions set forth in Attachment "A," attached hereto and incorporated herein by reference.

BE IT FURTHER RESOLVED, by the Board of County Commissioners of Spokane County that either the Chairman 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 28th day of June, 2016.



ATTEST:

GINNA VASQUEZ
Ginna Vasquez, Clerk of the Board

BOARD OF COUNTY COMMISSIONERS
OF SPOKANE COUNTY, WASHINGTON

SHELY O'QUINN
SHELY O'QUINN, CHAIR

AL FRENCH
AL FRENCH, VICE-CHAIR

NANCY MCLAUGHLIN
NANCY MCLAUGHLIN, COMMISSIONER

WORKING AGREEMENT

between

SPOKANE COUNTY

and

LOCAL 492-CL

DETENTION SERVICES LIEUTENANTS

January 1, 2016 through December 31, 2018

TABLE OF CONTENTS

PREAMBLE.....3

ARTICLE I - RECOGNITION.....3

ARTICLE II - UNION SECURITY3

ARTICLE III - UNION/MANAGEMENT RELATIONS.....4

ARTICLE IV - HOURS OF WORK4

ARTICLE V - HOLIDAYS5

ARTICLE VI - ANNUAL LEAVE6

ARTICLE VII - SICK LEAVE.....8

ARTICLE VIII - LEAVE OF ABSENCE.....13

ARTICLE IX - WAGES15

ARTICLE X - SENIORITY16

ARTICLE XI - DISCIPLINE AND DISCHARGE.....18

ARTICLE XII - STRIKES AND LOCKOUTS20

ARTICLE XIII - GENERAL PROVISIONS21

ARTICLE XIV - INSURANCE BENEFITS.....23

ARTICLE XV - AUTHORIZED AGENTS26

ARTICLE XVI - SAVINGS CLAUSE26

ARTICLE XVII - SUPPLEMENTAL AGREEMENTS.....26

ARTICLE XVIII - TERMINATION.....26

APPENDIX "A" - SALARY RANGE TABLE28

APPENDIX "B" - SCHEMATIC OF GRIEVANCE PROCEDURES29

APPENDIX "C" - LOCAL 492-CL SHARED LEAVE30

APPENDIX "D" - BILL OF RIGHTS34

PREAMBLE

This Agreement, made and entered into this 1st day of January, 2016, by and between the Spokane County Detention Services and the Board of County Commissioners of Spokane County, hereinafter referred to as the "County" and Local 492-CL and the Washington State Council of County and City Employees, AFSCME Council 2, AFL-CIO, hereinafter referred to as the "Union".

Purpose and Intent: The general purpose of this Agreement is to set forth terms and conditions of employment and provide for a system to promote orderly labor relations for the mutual interest of the County, the employees and the Union.

The parties recognize that the interest of the community and the job security of the employee depends upon the County's success in establishing a proper service to this community.

To these ends, the county and the Union encourage, to the fullest degree, friendly and cooperative relations between the respective representatives at all levels and among all employees.

ARTICLE I - RECOGNITION

The County recognizes the Union as the exclusive bargaining agent for all regular Detention Services Lieutenants for the purpose of collective bargaining in respect to wages, hours and other conditions of employment.

ARTICLE II - UNION SECURITY

- 2.1 All present employees, who are members of the Union in good standing, as of the signing of this Agreement shall maintain their membership in the Union.
- 2.2 All employees hired or promoted into positions covered by Local 492-CL after the execution date of this Agreement shall, as a condition of employment, become and remain members of Local 492-CL within thirty (30) days.
- 2.3 The County agrees to deduct any Union membership dues once each month from the pay of those employees who individually authorize in writing that such deductions be made. The amounts to be deducted shall be certified to the County Auditor by the Treasurer of the Union, and the aggregate deductions of all employees shall be remitted, together with an itemized statement to the Washington State Council of County and City Employees after such deductions have been made.
- 2.4.1 Employees covered by the provisions of this Agreement who choose not to become members of the Union based upon bona fide religious tenants as determined by RCW 41.56.122(1). Those employees shall pay an amount equivalent to the

monthly dues levied against all Union members to a non-religious charity mutually agreed to by the employee and the Union.

ARTICLE III - UNION/MANAGEMENT RELATIONS

- 3.1 All collective bargaining with respect to wages, hours and general working conditions shall be conducted by authorized representatives of the Union and authorized representatives of the County.
- 3.2 Agreements reached between the parties to this Agreement shall become effective only when signed by designated representatives of the Union and the County.
- 3.3 Subject to the terms of this Agreement, the management of the Department and the direction of the working forces are vested exclusively in the County, and nothing shall be construed as limiting the County's authority as conferred by law, or in any way abridging or reducing such authority.
- 3.4 The County shall be required to maintain discipline and efficiency and to extend, limit, or curtail work when in its discretion it may deem it advisable to do so, provided the County follows the provisions of this Agreement in the exercise of that authority conferred upon it by law.
- 3.5 It is mutually agreed that a committee from the Union and a committee from the County management conduct regular labor/management meetings for the purpose of resolving problems 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.
- 3.6 The committees shall be comprised of two (2) members from the Union and two (2) members representing the 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. Unless otherwise mutually agreed, meetings shall be held quarterly.

ARTICLE IV - HOURS OF WORK

- 4.1 The regular hours of work each day shall be consecutive except for interruptions for lunch period.
- 4.2 The normal work week shall be any consecutive seven (7) day period which shall include either: five (5), eight (8) hour workdays and two (2) days of rest; or four (4), ten (10) hour workdays and three (3) days of rest. The days of work or the days off shall be consecutive within the workweek. Changes in the workweek specified; nothing herein shall prevent the parties from negotiating an alternative work schedule or prevent a member from adjusting their hours of work to accommodate work responsibilities.

- 4.3 Eight (8) consecutive hours of work, except for an interruption for a thirty (30) minute, uninterrupted paid lunch period, or ten (10) consecutive hours of work, except for an interruption for a forty-five (45) minute, uninterrupted paid lunch period, shall constitute a workday.
- 4.4 All employees shall be scheduled to work on a regular work shift, and each shift shall have regular starting and quitting times, except in emergencies. Normal work schedules showing the employee's shifts, work days and hours shall be posted where needed.
- 4.5 All employees' work schedules shall provide for a fifteen (15) minute, uninterrupted rest period during each one-half (1/2) shift.
- 4.6 The County shall provide adequate lunchroom facilities, which may be used for lunch and rest periods. During lunch and rest breaks, employees shall be available in cases of emergency. This shall apply to all shifts.
- 4.7 Employees whose work shift is extended by one (1) hour due to time changes associated with Daylight Saving Time shall be paid for the additional hour in the fall. Employees will be required to remain at work for the additional hour in the spring due to the time change.

ARTICLE V - HOLIDAYS

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

New Year's Day (January 1st)
Independence Day (July 4th)
Labor Day (First Monday in September)
Thanksgiving Day (Fourth Thursday in November)
Christmas Day (December 25th)

- 5.1.1 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.
- 5.2 In addition to the above paid holidays, full time employees shall be entitled to seven (7) personal paid holidays per calendar year of the employee's choice. Each employee may select the day on which he/she desires to take the additional holidays after the approval of the employee's supervisor. Personal holidays must be used during the calendar year in which they were earned.

- 5.3 Employees on the payroll between January 1st and March 31st shall earn two (2) days of personal holiday. Employees on the payroll between April 1st and June 30th shall earn two (2) days of personal holiday. Employees on the payroll between July 1st and September 30th shall earn two (2) days of personal holiday. Employees on the payroll after September 30th shall earn one (1) day of personal holiday.
- 5.4 Employees may elect to be compensated for up to forty (40) hours of unused personal holidays each year. Such election shall be in full day increments and shall be made by October 1st each year and shall be payable the following December 15th. Such compensation shall be computed on the pay rate in effect on the November 31st prior to the actual payment date. Employee's retiring during the year may elect to be compensated for accrued, unused personal holidays. Employee's making such election shall give written notice to the Employer at least thirty (30) days prior to their retirement date. Once the thirty days (30) notice is given, the employee will not be required to wait until the December 15th date, and payment will be made at the time of retirement.
- 5.5 Eligible employees shall receive one (1) day's pay for each of the holidays listed above on which they perform no work, provided the employee is not on an authorized leave of absence without pay.
- 5.6 If an employee works on any of the holidays listed above, he/she shall be paid the following premium rate, in addition to his/her holiday pay:
- 5.7 Time and one-half (1-1/2) for all hours worked on regular scheduled shift.
- 5.8 If the designated holiday falls on an employee's regular day off, he/she will receive one (1) day's pay based on regular hours worked in addition to his/her regular pay.
- 5.9 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.
- 5.10 Holidays falling on a Saturday or a Sunday shall be observed by shift employees on that Saturday or Sunday. For non-shift employees, holidays falling on Saturday shall be observed on the proceeding Friday and holidays falling on Sunday shall be observed on the following Monday.

ARTICLE VI - ANNUAL LEAVE

- 6.1 Eligibility and Allowance:
- 6.1.1 Employees shall start to earn annual leave allowance as of the first of the month nearest their date of hire. Employees hired on or before the 15th day of the month shall receive credit for the full month. Employees hired after

the 15th day of the month shall not receive credit for that month. Employees separating from service on or before the 15th day of the month will not receive any credit for that month. Employees separating after the 15th day of the month will receive credit for the full month.

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

- 0 - 5 years of service - 8 hours per month;
- 5 - 10 years of service - 10 hours per month;
- 10 - 15 years of service - 12 hours per month;
- 15 - 20 years of service - 14 hours per month;
- 20 - 25 years of service - 16 hours per month;
- 25 - 30 years of service - 18 hours per month;

6.2 Annual Leave Pay:

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

6.3 Choice of Annual Leave Period:

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/her choice of annual leave period in the event of any conflict over annual leave periods.

6.4 Annual leave may be accumulated to a total of twice the amount earned annually to a maximum amount of 320 hours 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/her 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.

6.5 Holiday During Vacation Period:

If a holiday occurs during the calendar week in which a vacation is taken by an employee, a holiday shall be used instead of a vacation day.

6.6 Working During Vacation Period:

Any employee who is requested to, and does work during his/her vacation period or has their bid vacation canceled by the department more than sixty (60) days after the bid date 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 receive his/her regular vacation pay.

6.7 An employee whose scheduled vacation has been canceled shall have a reasonable attempt made to have his/her vacation rescheduled as near as possible to his/her original vacation dates.

- 6.8 Vacation Rights in Case of Layoff or Separation:
Any employee who is laid off, discharged, or separated from the service of the County for any reason, prior to taking his/her vacation, shall be compensated in cash for the unused vacation he/she has accumulated at the time of separation.
- 6.9 Bidding Procedure:
Commencing October 1, of each calendar year, vacation bids will be open for the following calendar year. Vacation bids will be opened with the senior employee in each section. The Union and the County shall have a mutual responsibility to expedite the bidding process.
- 6.10 Each employee shall be allowed to take at least four (4) weeks of accrued vacation time, three (3) weeks of which may be taken consecutively. Vacation time can be taken at any time depending on the service requirements of the department. The first three (3) weeks shall be granted according to seniority within sections. A vacation bid can consist of as little as one (1) day.

ARTICLE VII - SICK LEAVE

- 7.1 Eligibility and Accumulation:
- 7.1.1 Employees shall start to earn sick leave at the rate of 8 hours per full month of service as of the first of the month nearest their date of hire. Employees hired on or before the 15th day of the month shall receive credit for the full month. Employees hired after the 15th day of the month shall not receive credit for that month. Employees separating from service on or before the 15th day of the month will not receive any credit for that month. Employees separating from service after the 15th day of the month will receive credit for the full month.
- 7.1.2 Sick leave may accumulate to a total of 1040 hours. An additional 400 hours of sick leave may be accumulated and held in reserve for use. No part of the additional 400 hours reserve sick leave shall be paid off upon termination under the provisions in Section 3 of this Article.
- 7.2 The Employer and the Union agree that sick leave shall not be used in lieu of annual leave.
- 7.3 Any employee contracting or incurring any sickness or disability which renders such employee unable to perform the duties of his/her employment, shall receive sick leave with pay up to the amount they have accumulated.
- 7.4 Any Employee who for any reason must take sick leave shall, as soon as possible, notify his/her immediate Supervisor.

7.5 Sick Leave Review Process:

7.5.1 Step 1: The Employer will conduct, on a minimum of at least once a year, a review of the employee's sick leave records.

7.5.2 Step 2: If a possible pattern of misuse is identified in Step 1, the Supervisor will review those records with the employee in an attempt to identify and resolve any issues that may exist.

7.5.3 Step 3: If a problem is identified and unresolved in Step 2, a meeting shall take place with the employee, the Supervisor and his/her Shop Steward in an effort to resolve the identified problem. If an Employer has cause as to the validity of the use of sick leave by an employee, the sick leave review process shall be used beginning at Step 3.

7.5.4 Step 4: As a result of the meeting held at Step 3, a corrective plan of action may be written.

7.5.5 Step 5: If the problem is not corrected in Step 4, the progressive disciplinary procedures may be followed as found in Article XI.

7.5.6 Medical verification may be required in cases of extraordinary illness, injury, chronic illnesses, at any step or part of the corrective plan.

7.6 Should an employee become eligible for sick leave during his/her vacation, such time in which he/she is eligible for sick leave, with sufficient proof, shall be charged against his/her sick leave and his/her vacation shall be adjusted accordingly.

7.7 It is mutually agreed that the intent of sick leave is those purposes for which it has been established herein and in the Departmental Rules and Regulations, and that the County may inquire into the validity of those purposes when claim to sick leave is made by an employee.

7.8 Bereavement Leave: Entitles a member up to three (3) days (8 hours per day to a maximum of 24 hours) off with pay, not chargeable to sick leave balance if member suffers a death of a member of his/her immediate family as defined in Article 7.8.1

In addition:

- Two additional days (8 hours) per day may be authorized if travel time is needed for out-of-town funerals. To be considered out-of-town, the employee must travel more than one hundred and fifty miles outside of Spokane County and not return home during the bereavement leave.

- The three (3) days of bereavement leave can be utilized over a six (6) month period after the death.
- The employee requires additional bereavement time, they may request additional time off chargeable to compensatory time, annual leave or PTO.
- Members who divorce spouse or terminate Domestic Partnership must notify the employer immediately by effective date of divorce/termination or may be subject to discipline under the terms of their respective CBAs.

7.8.1 Immediate Family:

In the event of sickness in the immediate family of an employee, the employee shall be granted up to five (5) days leave of absence deductible from sick leave with full pay to make household adjustments and arrange for medical services. The immediate family shall be defined as: Spouse, State Certified Domestic Partner, parent, step-parent, child (biological, adopted, step or foster) under the age of eighteen, an adult child over the age of eighteen who is incapable of self-care because of a physical or mental disability, brother, sister, grandparent, grandchild, father-in-law, mother-in-law, brother-in-law, sister-in-law, daughter-in-law, son-in-law or a more distant relative if living as a member of the employee's immediate family.

7.8.2 Domestic Partner Benefits - the County is only willing to expand Domestic Partner benefits as these benefits relate to Sick/Bereavement leave. Therefore, members who have registered with the Secretary of State as a Domestic Partner and have a copy of the Washington State Certificate of State Registered Domestic Partnership in their personnel file are entitled to:

- a. Member's State certified Domestic Partner will be considered an "immediate family" member for purposes of Sick Leave and eligible for all the rights and responsibilities under the terms and conditions of Sick Leave provisions in their respective Collective Bargaining Agreements.

7.9 Sick Leave Payoff:

7.9.1 The parties understand that Spokane County will continue to report all monetary payoffs to the Department of Retirement Systems for all PERS I employees. State law will govern concerning the application of said payoffs to determine the AFC for the retiring PERS I employee.

7.9.2 Employees shall be compensated in cash for fifty percent (50%) of up to 1040 hours of accumulated unused sick leave upon retirement or death. In

the event of death, payment is to be made to the estate of the employee. Compensation under this section shall not exceed the equivalent of 520 hours.

7.10 Long Term Disability Insurance:

The Employer shall provide and pay premiums for a disability insurance plan. Employees covered by this Agreement on or before January 1, 1991 shall be given a one-time irrevocable choice of the following:

7.10.1 continue receiving the sick leave benefits specified in Sections 1 and 4 of this Article without coverage under the disability insurance; and,

7.10.2 to be covered by disability insurance and a modified sick leave plan, which limits the maximum accumulation to 900 hours and allows no payoff of accumulated sick leave up to 600 hours pursuant to the conditions outlined in section 7.14 HRA VEBA Contribution.

7.11 Current employees electing disability insurance and modified sick leave coverage who have accumulated sick leave in excess of 900 hours shall retain sick days until they are used. Such employees shall not earn additional sick time until their accumulated sick leave is less than 900 hours.

7.12 Employees hired after January 1, 1991 shall be covered by the disability insurance and modified sick leave plan. Employees promoted to a bargaining unit position shall be covered by the sick leave plan or the modified sick leave/long term disability plan in effect for them immediately prior to promotion.

7.13 Industrial Injury Supplement:

7.13.1 Effective August 14, 2000 each member of the bargaining unit shall be provided three hundred (300) hours of industrial injury leave to be used to supplement the difference between time-loss payments made through the County's Workers' Compensation program and the employee's straight-time base hourly wage for qualifying injuries sustained as a direct result of an intentional act of aggression by an inmate as determined by the Director or designee. Such industrial injury leave shall not be payable in any form upon separation of the employee from Spokane County employment. This leave provision shall expire and the leave shall be withdrawn when persons no longer are represented by this bargaining unit.

7.13.2 Beginning August 14, 2000 if an employee must use any of the three hundred (300) hours, the three hundred (300) maximum will be restored up to three hundred (300) hours based on a five (5) year cycle.

7.13.3 For employees hired on/after August 14, 2000 the five (5) year cycle will be based on the employee's date of hire. For example, if an employee hired on 1/1/90 uses one hundred sixty (160) hours sometime during the five (5) years following 1/1/90 leaving a balance of one hundred forty (140) hours, their total would be restored to three hundred (300) hours on 1/1/95.

7.13.4 Employees hired prior to August 14, 2000 will have their balances adjusted to the three hundred (300) hours and will begin their five (5) year cycle beginning August 14, 2000.

7.13.5 The three hundred (300) hours of industrial injury leave may be used for the first three (3) days of absence if not covered by time-loss payments.

7.14 HRA VEBA Contribution:

- i. To be eligible for this program, at the time of separation of employment from Spokane County, the member must be at least 55 years of age and have a minimum of 15 full years of County service credits.
- ii. Eligible members, **with** Long Term Disability, will have twenty-five percent (25%) of their unused accumulated sick leave deposited into the HRA VEBA trust.
- iii. Eligible members **without** Long Term Disability will be allowed to cash out fifty percent (50%) of their accumulated sick leave up to a maximum of sixty-five (65) days upon retirement or death per previous agreement. Spokane County will then designate twenty-five percent (25%) of the employee's remaining unused accumulated sick leave balance to be deposited into the HRA VEBA trust.
- iv. The employer will make contributions into the HRA VEBA trust for eligible employees at separation of employment only once during the course of their employment with Spokane County. The monetary value of sick leave accredited to a VEBA will be based upon the value of the account at time of separation of employment. If reason for separation of employment prior to an active account being established is due to death then spouses, dependents, and/or beneficiaries are not permitted to enroll in the VEBA Plan.
- v. This program falls under and is subject to Section 501@ (9) of the Internal Revenue Code. By investing twenty-five percent (25%) of the employees' unused accumulated sick leave into the HRA VEBA trust, the employee will be allowed to use the tax-free account to pay monthly healthcare premiums and qualified out of pocket medical expenses not covered by insurance when they separate from employment. There is tax savings on contributions, tax-free earnings and tax-free reimbursements.

- vi. This benefit is subject to change, modification, or elimination at any time with notice as a result of changes in relevant Internal Revenue Code (IRC) provisions or regulations.

ARTICLE VIII - LEAVE OF ABSENCE

8.1 Application for Leave:

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

8.1.1 Any request for a leave of absence shall be answered promptly and in writing. Requests for immediate leave (for example, family sickness or death) shall be answered before the end of the shift or as soon as possible thereafter.

8.2 Civic Duty Leave:

Any necessary leave shall be allowed by the Director to permit an employee to serve as a member of a jury, or to exercise his/her other obligatory civic 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 work 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.

8.2.1 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 will be without pay.

8.3 Maternity Leave:

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

8.4 Education Leave:

After completing one (1) year of service, any employee upon request, may be granted by mutual consent of the Director and the employee, a leave of absence for educational purposes. The period of the leave of absence shall not exceed one (1) year, but it may be extended or renewed at the request of the employee and with the approval of management.

8.4.1 One (1) year leaves of absence (with any requested extension) for educational purposes shall not be provided more than once every three (3) years. Employees may also be granted leaves of absence for educational

purposes, not to exceed one (1) year, to attend conferences, seminars, briefing sessions or other functions of a similar nature that are intended to improve or upgrade the individual's skill or professional ability as related to his/her duties.

8.5 Military Leave:

Every employee of the Detention Services Department who is a member of the Washington National Guard or of the armed services reserve of the United States shall, in accordance with state law, be entitled to and shall be granted military leave of absence from such employment for a period not exceeding twenty-one (21) working days. Such leave shall be granted in order that the persons may take part in active training duty. Such military leave of absence shall be in addition to any vacation or sick leave to which the employee might otherwise be entitled, and shall not involve any loss of rating, privileges or pay. During the period of military leave not to exceed twenty-one (21) working days per year, the employee shall receive from the County his/her regular rate of pay for his/her permanent classification. It shall be the obligation of the employee to furnish the County with a copy of his/her orders sixty (60) days in advance of a military leave of absence.

8.6 Unpaid Leave of Absence - Impact on Benefits:

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

8.7 Benefits Language:

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

8.8 Federal Family Leave:

Employees who take leave under the provision of the Federal Family 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 240 hours of accumulated sick leave and 240 hours of accumulated annual leave from the requirements of this section.

8.9 Shared Leave:

The Employer agrees to allow an employee to use the County's Shared Leave Program in accordance with Appendix C, County Code 1.03.139 and as revised by Resolution 98-0637. Any future changes must be negotiated by the parties.

ARTICLE IX - WAGES

- 9.1 Employees shall be compensated in accordance with the salary ranges attached to this Agreement and marked Appendix "A". The attached wage schedule shall be considered a part of this Agreement. In addition to the wage rates listed in Appendix "A", all employees will receive the equivalent of one additional step (5.12% increase) on the salary range upon completion of ten (10) years of service. Effective May 1, 2016, upon completion of twenty-five (25) years of service all employees eligible will receive an additional step (5.12% increase) on the salary range.
- 9.1.1 When any position not listed on the wage schedule is established, the Employer may designate a job and rate of pay for the position and shall negotiate with the Union the pay rate for the designated job. In the event the two parties are unable to agree on the pay rate, the Union shall have the right to submit the issue to a grievance at Step 4 of the Grievance Procedure.
- 9.1.2 Unless mutually agreed upon by the Union and the County, employees shall move from the first step in the pay range after six (6) months of employment, and each succeeding step after one (1) year in the step until the top step is reached. Any employee working in any job classification other than their own job classification shall be paid at that rate or their own rate, whichever is higher.
- 9.2 On Call Pay:
The Department will pay a fixed amount of \$300.00 per week for one 492-CL member to be on-call after regular work schedule with an annual cost of \$15,600.
- 9.3 Court Time:
Any employee who is required to appear and/or testify in court on his/her own time or other than his/her regular duty hours shall be paid at a rate of time and one-half (1-1/2) his/her regular hourly wage while in or awaiting, or on authorized standby for court, with a minimum of two (2) hours show-up pay. Nothing in this section is construed to mean time spent in personal suits, either civil or criminal, not a result of circumstances which occurred in the line of duty nor for court action for which he/she is otherwise compensated.
- 9.4 Shift Differential:
In addition to the established wage rates, the Employer shall pay an hourly premium for all hours worked on a regular scheduled shift as follows:
Swing Shift - one percent (1%) of the employee's regular straight time rate

Graveyard Shift - two percent (2%) of the employee's regular straight time rate

Employees working overtime on a shift that has shift differential will receive the differential applicable to that shift.

ARTICLE X - SENIORITY

10.1 Definition:

Seniority shall be defined as follows:

10.1.1 Total length of unbroken service as a Detention Services Lieutenant within a Spokane County Adult Detention facility.

10.1.2 If Employees are promoted on the same day, employees will be ranked based on application processing and test scores.

10.2 For the purpose of computing seniority, all authorized leaves, except leaves for personal or disciplinary reasons, shall be considered as time worked. Employees who are laid off as a result of a reduction in positions, and who are subsequently reinstated, shall retain their full seniority except for such period of layoff. An unpaid leave of absence will not be calculated as time worked for retirement purposes only.

10.2.1 In the event of reorganization or demotion from a Command Staff/Non-Represented position in Detention Services, the effected employee may revert back to Local 492-CL without the loss of seniority provided that employee had been a member of 492-CL immediately prior to their promotion to a Command Staff/Non-Represented position. Seniority will be defined as the total length of service as a member of 492-CL and as a member of the Command Staff. If a vacancy is not available, this may cause the demotion of the 492-CL member with the least seniority.

10.3 Employee(s) may revert back to Local 492-CS from Local 492-CL due to layoffs, reorganization, or demotion. Except for a disciplinary demotion reversion, affected employee(s) may revert to Local 492-CS without the loss of seniority. Seniority will be defined as the total length of service as a Detention Services Lieutenant and Detention Services Sergeant.

If returning due to layoff or reorganization, if a vacant position is not available, this may cause a displacement of the least senior Local 492-CS member. However, if returning due to a disciplinary demotion, they shall be placed in the first open position, and may bid to another position only during the open bidding period.

- 10.4 In the event of a reduction for any reason, employees shall revert back to positions covered by Local 492-CS in the inverse order of their seniority in the classification and department 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 within the affected classification.
- 10.5 No new employee shall be hired in any classification in that department until all employees on layoff status in that classification in that department has an opportunity to return to work.

When the number of employees in 492-CL must be reduced, employee's shall be laid off in inverse order of their seniority as defined in Section 10.1.

Employees being laid off shall be given written notice thirty (30) full calendar days prior to their layoff.

Employees who were laid off or reduced in lieu of layoff (demoted) shall have the first opportunity to fill vacancies in their former classification in Detention Services in accordance with the demotion provisions provided the employee had previously held the position. Seniority will apply in the same manner as if the layoff was a demotion. Laid off or reduced in lieu of layoff (demoted) employees shall be recalled in inverse order of their layoff or reduction (demotion).

However if the demotion is the result of formal discipline and the employee is reverted back to 492-CS', if a vacancy is not available, the employee will be laid off.

Recall rights whether a layoff or reduced in lieu of layoff (demotion), shall be limited to eighteen (18) months from the date of layoff or reduction (demotion).

- 10.6 The County shall maintain a Union seniority list in the Jail Employee Deployment Information System (JEDI) showing the continuous service of each Detention Services employee. The Union seniority list shall be made available to all Local Union Members.
- 10.7 For a major documented illness, injury or medical reasons where the employee has exhausted all sick and vacation leave, that employee shall not lose seniority for bidding purposes if he/she returns to work within twelve (12) months after exhausting such leave.
- 10.8 If language and or conditions change, either party may request to reopen this article.

ARTICLE XI - DISCIPLINE AND DISCHARGE

- 11.1 Discipline:
Disciplinary action or measures shall be appropriate for the offense and shall include only the following:
- 11.1.1 Oral reprimand;
 - 11.1.2 Written reprimand;
 - 11.1.3 Suspension (notice to be given in writing to employee). At the discretion of the Director, vacation time may be forfeited in lieu of days off. The employee will be considered as suspended for disciplinary purposes;
 - 11.1.4 Demotion (a demotion shall not result in the layoff of another employee within the bargaining unit);
 - 11.1.5 Discharge:
(Employees who have accrued annual leave while on paid administrative leave for disciplinary purposes may be deprived of vacation privileges accrued during such administrative leave if the employee is discharged. The loss of such accrual will be considered grieved if the discharge is grieved.)
- 11.2 Any disciplinary action or measure imposed upon a regular employee may be processed as a grievance through the grievance procedure contained in this Article. Suspensions pending disciplinary action shall be with pay. The Department shall inform an employee of his/her right to Union representation at any meeting where disciplinary action may occur.
- 11.3 Discharge:
The County shall not discharge any regular employee without just cause. The employee and his/her Union will be notified in writing that the employee has been suspended and/or discharged.
- 11.4 Any employee found to be unjustly suspended or discharged shall be reinstated with full compensation for all lost time and with full restoration of all rights and conditions of employment unless a reduced penalty is agreed upon by the parties or imposed by an arbitrator.
- 11.5 Settlement of Disputes:
Both parties agree that they will meet at each step of the Grievance Procedure to reach a settlement.
- 11.6 Grievance and Arbitration Procedure:

Any grievance or dispute which may arise between the parties, involving the application, meaning or interpretation of this Agreement, shall be settled in the following manner: (Any grievance settled in any of the following steps is final and binding).

- 11.6.1 Step 1: The employee with or without the Union Steward, may take up the grievance or dispute with the immediate Supervisor within seven (7) working days of its occurrence. If at that time the Steward is unaware of the grievance, he/she shall take it up within seven (7) working days of his/her knowledge of its occurrence. The Supervisor shall then attempt to adjust the matter and shall respond to the Union within seven (7) working days.
- 11.6.2 Step 2: If the grievance has not been settled in Step 1, the Steward shall submit it to the Union Grievance Committee. If the Grievance Committee finds the grievance justified, it shall be presented in writing, specifying the provisions violated and the remedy sought, by the Union to the next higher level Supervisor within seven (7) working days after the Supervisor's response is due. The Supervisor shall respond to the Union, in writing, within seven (7) working days. A schematic outline of Steps One, Two and Three is found in Appendix B. Steps 2A and 2B shall have the same seven (7) working day time frames for presentation and response.
- 11.6.3 Step 3: If the grievance still remains unadjusted, it shall be presented by the Union to the Director in writing within seven (7) working days after the response from the previous step is due. The Director shall schedule a meeting with the Union and respond to the Union within seven (7) working days after the meeting.
- 11.6.4 Step 4: If the grievance is still unsettled and concerns Article V; VI; VII; VIII, 8.6 or 8.7; IX; XIV or XVI it shall be presented by the Union to the Personnel Director within seven (7) working days after the response of the Director is due. The Human Resources Director shall schedule a meeting with the Union and respond to the Union within seven (7) working days.
- 11.6.5 Step 5: If the grievance is still unsettled, either party may, within fifteen (15) working days after the response of the Director or Human Resources Director is due, by written notice to the other, request arbitration.
- 11.7 The Arbitrator shall be selected by the County and the Union within seven (7) working days after notice has been given. If the parties fail to select an Arbitrator, the Public Employment Relations Commission shall be requested by either or both parties to provide a panel of nine (9) Arbitrators. Within seven (7) working days of receipt of the list, both the County and the Union shall strike four (4) names from the panel. 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/her decision within thirty (30) days after the conclusion of testimony and argument.

- 11.8 Expenses for the Arbitrator's services and the proceedings shall be borne completely by the party who receives the unfavorable decision. However, each party shall be responsible for compensating its own representative 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.
- 11.9 Grievances initiated by the County shall be processed in this manner, but they be initiated at Step 3. Time frames may be extended or steps waived at any level of the grievance process by mutual agreement between the parties. Such extensions or waivers shall be reduced to writing. Should an employee fail to comply with the prescribed time frames, it is agreed that the grievance is forever waived. Should the County fail to respond within the prescribed time frames, the grievant shall have the right to proceed to the next step.
- 11.10 Grievance Committee: Employees selected by the Union to act as Union representatives shall be known as "Stewards". The names of employees selected as Stewards, and the names of other Union representatives who may represent employees shall be certified in writing to the Employer by the Local Union and the individuals so certified shall constitute the Union Grievance Committee.
- 11.10.1 The purpose of Grievance Committee meetings will be to adjust pending grievances and to discuss procedures for avoiding future grievances; in addition, the Committee may discuss with the County other issues which would improve the relationship between the parties.
- 11.10.2 Processing Grievances During Working Hours: Grievance Committee members may, with the approval of the Supervisor, investigate and process grievances during working hours without loss of pay.
- 11.10.3 In the processing of a grievance, the Committee should be limited to two (2) members and the Union representative.

ARTICLE XII - STRIKES AND LOCKOUTS

- 12.1 Lockouts:
No lockout of employees shall be instituted by the County during the term of this Agreement.
- 12.2 Strikes:
No strikes, slowdowns, refusal to cross picket lines, disruptions of work of any kind or interruption for interference with the normal work routine of any criminal justice agency, during an employees work hours shall be caused or sanctioned by the Union

or by individuals covered by the Bargaining Unit. Violation of any of the provisions of this Article by any employee shall be cause for the discipline of that employee up to and including discharge.

ARTICLE XIII - GENERAL PROVISIONS

13.1 Pledge Against Discrimination and Coercion:

The provisions of the Agreement shall be applied equally to all employees in the bargaining unit without discrimination as to age, sex, marital status, race, color, creed, national origin, sexual orientation, physical, sensory or mental handicap, or political affiliation. The Union shall share equally with the Employer the responsibility for applying this provision of the Agreement.

13.1.1 All references to persons in this Agreement designate both sexes and wherever the male gender is used, it shall be construed to include male and female persons.

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

13.1.3 Lieutenants may use department vehicles on a deminimis use when running personal errands while staffing actual on call during week nights and/or weekends.

13.2 Union Activities on Employer's Time and Premises:

The County agrees that during working hours, on the County's premises, and without loss of pay, elected Union Officers shall be allowed to:

13.2.1 Post Union notices;

13.2.2 Distribute Union literature;

13.2.3 Attend negotiation meetings with the approval of the Supervisor;

13.2.4 Transmit authorized communications, to the County or its representative

13.2.5 Consult with the County or its representatives regarding Union matters, or;

13.2.6 Consult with employees regarding Union matters after first receiving the approval of his/her immediate Supervisor.

- 13.3 Visit by Union Representatives:
The County agrees that accredited representatives of the American Federation of State, County and Municipal Employees whether local Union representatives, district council representatives, or International representatives, shall have full and free access to the premises of the County at any time during working hours to conduct Union business, without disrupting the regular functions of the department. Accredited representatives shall inform the immediate Supervisor of their presence in the work place.
- 13.4 The County agrees to allow the bargaining unit a total of twelve (12) working days during the Union convention years and a total of ten (10) working days with pay during non-convention years for Union business, but no more than two (2) employees at any one time.
- 13.5 Work Rules:
The County agrees to notify the Union of any changes in existing work rules or the establishment of new work rules.
- 13.6 Seniority List:
During the term of this Agreement, the County will furnish the Union with an up-to-date division seniority list for the bargaining unit, together with the classification of each employee on such list.
- 13.7 Equipment:
The County will continue to furnish such equipment as it has customarily furnish 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.
- 13.8 Clothing Allowance:
The annual clothing allowance of one-thousand and eighty-eight dollars (\$1088) shall be prorated and paid to each eligible employee. As of January 1, 2016, ninety dollars and sixty-six cents (\$90.66) per month will be added to each Lieutenants monthly salary to be used for uniform purchase and maintenance.
- 13.9 Personal Property:
The County will repair or replace clothing, eyeglasses and personal property, not to exceed the actual cash value of such property that is damaged, taken as evidence or destroyed in the line of duty. Nothing in this provision is meant for the County to repair or replace damaged or destroyed property if the payment can be secured by the Court.

13.10 Training:

The County will adhere to the training standards of the Washington State Criminal Justice Training Commission. The County will provide an on-going training program for all sections covered by this Agreement.

13.11 Bargaining Unit Positions:

Bargaining unit positions shall not be supplanted on a regular basis by volunteers, or any other person outside the bargaining unit. The Director and/or Assistant Director may assume Lieutenant duties for short periods of time to offset staffing shortages and/or accommodate short staffing due to illness or approved leave. In emergency situations, except staff shortages or predictable vacations, any member of the staff may be utilized for any emergency that takes place. In normal operation, bargaining unit employees shall not perform non-bargaining unit work nor vice versa.

ARTICLE XIV - INSURANCE BENEFITS

14.1 Medical:

14.1 Medical/Dental - The Employer agrees to provide two (2) medical plans; the Preferred Provider Plan (PPO) and a Health Maintenance Organization (HMO).

14.1.1 The Employees' monthly premium share towards the PPO and HMO medical, dental and vision plan will be based on the following percentage of the total cost of the coverage:

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

14.1.2 Employee's monthly premium sharing costs will be set up to be paid with pre-tax dollars unless IRS laws prohibit this in the future. Employees' monthly premium share will be split over the two pay periods in the month.

14.1.3 No provision for retiree medical plan.

14.1.4 No double coverage for employees of Spokane County.

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

(HMO) Group Health Plan	(PPO) Self-Insured Plan
\$200 Deductible	\$500 Deductible
90% Coinsurance	80/60% Coinsurance
\$30 Office Visit Co-pay	\$30 Office Visit Co-pay
\$1,000 Coinsurance max + Deductible	\$2,000 Coinsurance max + Deductible
\$15/\$30/50 RX Retail	\$15/\$30/\$50 RX Retail
2 x RX Mail Order	2.5 x RX Mail Order
Mandatory Generics	Mandatory Generics
\$150 ER Co-pay	\$150 ER Co-pay
\$150 Vision Hardware Every 24 months	Covered in Full Up to \$300 Calendar Year Maximum

14.2 Dental:

14.2.1 The cost share for dental will be as per 14.1.1.

14.2.2 The Employer agrees to provide two (2) dental plans; the Delta Dental of Washington Plan (DDW – PPO) and Willamette Dental Organization (DMO).

14.2.3 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.

14.2.4 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.

14.3 Eligibility:

14.3.1 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.

14.3.2 All new employees entering service must work 60 calendar days to be eligible for benefits (medical and dental). The medical and dental eligibility will begin the first day of the month following completion of 60 calendar days of employment.

14.3.3 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.

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

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

14.5 Unpaid Leave of Absence/Impact on Benefits:

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

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

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

14.6 The Union and the County agree that Local 492-CL will be part of the Countywide Medical Coalition Bargaining Team.

14.7 Post Employment Health Plan (PEHP):

14.7.1 The County agrees that it will mutually develop with the Detention Services a PEHP Plan as a Letter of Agreement to this Collective Bargaining Agreement.

ARTICLE XV - AUTHORIZED AGENTS

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

15.1.1 County's principal authorized agent shall be the County Labor Relations Manager or his/her duly authorized representative, 1229 West Mallon, Spokane, WA 99260; (Telephone 477-2880) except where a particular County representative is specifically designated in connection with the performance of a specified function or obligation set forth herein.

15.1.2 The Union's authorized agent shall be the Staff Representative or his/her duly authorized representative, Washington State Council of County and City Employees-Council 2, 1105 W. Francis Ave., Suite C, Spokane, WA 99205; (Telephone: 509 328-2830).

ARTICLE XVI - SAVINGS CLAUSE

16.1 Should any Article, Section, or portion thereof, of this Agreement be held unlawful and unenforceable by any court of competent jurisdiction, such portions thereof directly specified in the decision, upon issuance of such a decision, the parties agree immediately to negotiate a substitute for the invalidated Article, Section, or portion thereof.

ARTICLE XVII - SUPPLEMENTAL AGREEMENTS

17.1 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 this Agreement. Should either party desire to negotiate a matter of this kind, it shall notify the other party in writing of its desire to negotiate. Supplemental Agreements thus completed will be signed by the responsible Union and County Officials. Supplemental Agreements thus completed shall become a part of the Agreement and subject to all its provisions.

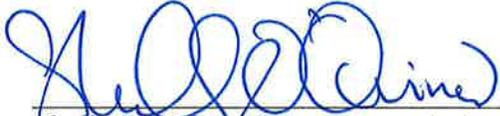
ARTICLE XVIII - TERMINATION

18.1 This Agreement shall be effective as of the 1st day of January 2016, and shall remain in full force and effect until the 31st day of December 2018. Negotiations

for a successor Agreement shall begin not later than four (4) months prior to the 31st day of December 2018.

IN WITNESS THEREOF, the parties hereto have set their hands this 29th day of August 2016.

FOR THE COUNTY:



Shelly O'Quinn, County Commissioner



Al French, County Commissioner



Nancy McLaughlin, County Commissioner

FOR THE DIRECTOR:



John McGrath, Detention Services Director

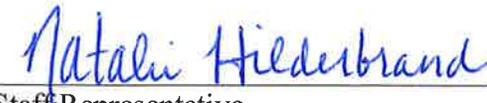


Randy Withrow, Labor Relations Manager

FOR THE UNION:



Local 492-CL President



Staff Representative

WORKING AGREEMENT between SPOKANE COUNTY and LOCAL 492-CL, DETENTION SERVICES LIEUTENANTS, for the period JANUARY 1, 2016 through December 31, 2018.

APPENDIX "A" - SALARY RANGE TABLE

Title

Detention Services Lieutenants

2016 (0%)

2017 (0%)

2018 Parties will commence negotiations in August 2017 for negotiation on wages only.

(Note: See Article 9.1) In addition to the wage rates listed in Appendix "A", all employees will receive the equivalent of one additional step (5.12% increase) on the salary range upon completion of ten (10) years of service; and, effective May 1, 2016 upon completion of twenty-five (25) years of service Lieutenants will receive an additional step (5.12% increase) on the salary range.

APPENDIX "B" - SCHEMATIC OF GRIEVANCE PROCEDURES

DETENTION SERVICES LIEUTENANTS

- Step 1 Assistant Director
- Step 2 Director
- Step 3 Human Resources Director

APPENDIX "C" - LOCAL 492-CL SHARED LEAVE

1. General:
 - 1.1 Occasionally County employees or their spouse/dependent(s) or other immediate family members contract a catastrophic, life threatening, severe or extraordinary illness or sustains a disabling injury preventing an employee from performing their job duties, or requiring the presence of the employee, whereby the employee exhausts his/her leave balances. The immediate family shall be defined as: A spouse, parent, children, brother, sister, grandparent, father-in-law, mother-in-law, brother-in-law, sister-in-law, or a more distant relative if living as a member of the employee's immediate family. Often co-workers who have substantial leave balances wish to donate some of their leave to these employees. Leave sharing is the mechanism to accommodate both groups.
 - 1.2 This policy is divided into the following sections:
 - Section 1 - General
 - Section 2 - Statement of Policy
 - Section 3 - Eligibility to Receive Shared Leave
 - Section 4 - Leave Transference Process
 - Section 5 - Donating Leave
 - Section 6 - Long Term Disability
 - Section 7 - Administration
2. Statement of Policy:
 - 2.1 It is the policy of the County to permit employees (represented and non-represented) to donate vacation time to a co-worker who is suffering from a non-job related, life threatening, severe or extraordinary illness or sustains a disabling injury preventing an employee from performing their job duties, or who has an immediate family member (see 1.1) requiring the presence of the employee, who is suffering from a catastrophic, life threatening, severe or extraordinary illness, injury or other impairment as determined by the treating physician, and is out of vacation time and sick leave and who will immediately go on leave without pay or terminate employment.
3. Eligibility to Receive Shared Leave:
 - 3.1 An employee may receive leave under this program if the employee meets the criteria under 2.1
 - 3.2 Requests to receive leave sharing benefit shall be submitted to the Director of Human Resources Department. The Human Resources Director or

designee may approve the request or convene a committee comprised of one (1) employee from the Human Resources Department, one (1) management employee and one (1) non-management employee from another department, one (1) employee representing that employee's local if applicable and, as a non-voting member, the County Occupational Health Nurses. Each Union shall provide the County with the name of their designated representative and alternate. The committee members will be appointed by the Human Resources Director and will serve for a one (1) year term in order to provide consistency in the decision making process. The decision of the committee shall be final; however, if the decision of the committee is to deny the request, the requester has the right to petition the committee for reconsideration. The decision of the committee shall not be subject to the grievance procedure.

- 3.3 An employee must have exhausted his or her sick leave and vacation time before receiving shared leave. The manner in which the employee exhausted his or her sick leave or vacation time shall not effect his or her eligibility to receive Shared Leave, however, any employee who, within the twelve (12) months immediately preceding the request, is at step 5 of the Sick Leave Review process, as documented, will not be eligible to receive Shared Leave.
- 3.4 An employee receiving the leave sharing benefit shall receive no more than a total of 2,000 hours of such leave during the course of his or her employment with the County.
- 3.5 The employee's position must be one in which vacation and sick leave can be accrued and used.
- 3.6 The employee must be eligible to use vacation time and sick leave time.
- 3.7 The committee shall also approve leave sharing benefits for "after care" needs as prescribed by the attending physician.

4. Leave Transference Process:

- 4.1 An employee wishing to receive shared leave shall submit a written request to the Human Resources Director and attach a detailed statement from the treating physician verifying the condition and expected duration. A union representative or any other person may submit the request on behalf of the employee.
- 4.2 The Human Resources Department will, after the request is approved, notify the employee's department head and request the department head to communicate the employee's eligibility for leave sharing to other

employees in that department. Employees may request that the department head communicate the status with other departments.

There shall be no retroactive applications of donated leave.

5. Donating Leave:

5.1 Employees wishing to donate leave shall send the Donation of Vacation form to the Human Resources Department for processing.

5.2 All leave donated under the leave sharing program shall be in thirty (30) minute increments. No difference will be made between the salary level of the donor and the recipient. The minimum amount of time for donation is four (4) hours.

5.3 An employee may donate to an individual(s) a maximum of eighty (80) hours vacation time in a calendar year. The County will accept all donated leave, but will provide donated time to the recipient as needed, but not to exceed one (1) pay period at any one time. Additional time will be awarded per pay period as needed until all donations have been used or Shared Leave is no longer needed. In the event additional Shared Leave is still needed additional requests will be made. Unused donations will be returned to the donor. Donated leave shall be retained until any prescribed after care program is completed, or bereavement needs are met not to exceed three (3) days, five (5) days if out of the immediate area. All donations will be entered as sick leave in the recipients account.

5.4 Donations of vacation time may not bring the donor's vacation balance below forty (40) hours.

5.5 All donations of leave shall be strictly voluntary and confidential and shall be done on the Donation of Vacation form, a copy of which is attached. The donor shall designate the recipient.

5.6 No employee shall be coerced, threatened, intimidated, or financially induced into donating leave.

6. Long Term Disability:

6.1 At the time Shared Leave is requested, Long Term Disability must be requested concurrently if:

6.1.1 The reason for Shared Leave is for an employee's personal medical condition.

6.1.2 Shared Leave, when initially requested, will be for 90 days or more.

- 6.2 Long Term Disability must be applied for at the time requests for extensions of Shared Leave will, when combined, total 90 days or more.
- 6.3 The employee must not be receiving time-loss payments as a result of an on-the-job injury or illness or receiving long term disability payments.
- 6.4 In the event Long Term Disability is denied, Shared Leave may continue in accordance with the terms of the plan.
- 6.5 In no event shall an employee receive more money than what they would receive if they had been working by combination of any benefit plans.
- 6.6 The employee must provide timely information and periodic medical verification necessary for the processing of the LTD application and continuation of eligibility to receive Shared Leave. Failure to do so could result in the discontinuation of Shared Leave payments.

7. Administration:

The Human Resources Department shall administer the Leave Sharing Program.

APPENDIX "D" - BILL OF RIGHTS

INTRODUCTION

When an administrative investigation is necessary, the Department is committed to engaging in a fair, complete and impartial investigation before taking any disciplinary action.

Administrative investigations must be completed within 90 days of the matter being referred by the Department (Command Staff or above) for internal investigation. In the event the Department believes an extension beyond 90 days is necessary, and the Department can show that it has acted with due diligence and the investigation could not reasonably be completed due to factors beyond the control of the Department (including, but not limited to, for example, extended illness or unavailability of a critical witness (i.e. – investigator, the complainant, the officer being investigated), or necessary delays in the processing of forensic evidence by other agencies,) the Department will notify the Union of the delay and expected length of time it will take to complete the investigation.

The 90 day period shall be suspended if:

- a. During the course of the internal investigation, new information is discovered that leads to the investigation of other policy violations or internal investigations involving additional employees;
- b. A complaint involving alleged criminal conduct is being reviewed by a prosecuting authority or is being prosecuted at the city, state or federal level, or if the alleged conduct occurred in another jurisdiction and is being criminally investigated or prosecuted in that jurisdiction.
- c. In cases of an officer involved fatal incident, the 90 day period will commence when the completed criminal file is provided to the Prosecuting Attorney, and will only be tolled in the event criminal charges are filed.

Issuance of a Loudermill notice of intent to discipline will constitute conclusion of the administrative investigation for purposes of this section.

Nothing in this article prohibits the County from disciplining (provided just cause exists) an officer convicted of a crime, or laying off an employee pursuant to the Collective Bargaining Agreement.

Issuance of a Loudermill notice alleging conduct that, if sustained, may lead to discipline will typically constitute conclusion of the administrative investigation unless a Loudermill response discloses additional information requiring further investigation or which could be grounds for additional discipline.

It is understood that the Employer has the right to discipline, suspend, or discharge any employee for just cause.

OFF DUTY MISCONDUCT

The County must meet the just cause requirements for disciplining employees for off-duty misconduct. Off-duty misconduct has a workplace nexus between the misconduct and the employer's interest. As law enforcement public officials, we are in the business of upholding the constitutions and laws of the United States and the State of Washington. Additionally, we serve and protect the public and therefore, this workplace nexus is broader than with other types of employment as we rely on the public trust and are expected to be above reproach. A workplace nexus may include:

- 1) off-duty misconduct that effects the employer's business operation (business loss or damage to employer's reputation); and,
- 2) adversely effects the employee's ability to perform job (incarceration, inability to carry weapon or operate a vehicle).

CRIMINAL CONDUCT

If the Department is aware that a 492-CL member is the subject of a criminal investigation, the Department will, prior to any interview of said member, notify the member that he/she is the subject of a criminal investigation and that their Garrity rights may apply. A criminal investigation as used herein shall be interpreted as any investigation which could result in the filing of a criminal charge against the member.

INTERNAL INVESTIGATIONS

In an effort to ensure that internal investigations are conducted in a manner which is conducive to good order and discipline, 492-CL members shall be entitled to the following protections, which shall hereafter be termed as the "492-CL's Rights in Discipline". Every employee who becomes the subject of an internal investigation shall be afforded the rights contained in the rest of this Section. This Section shall not apply to routine supervisory inquiries.

1. Every employee who becomes the subject of a formal internal investigation shall be advised at the time of their interview that he/she is accused of conduct that could be grounds for termination, suspension, or other disciplinary actions.
2. Internal investigations shall take place at a mutually acceptable location or in a Spokane County Facility, except when impractical.
3. The employee subject to the investigation shall be advised of his/her Weingarten rights to request that a 492-CL Representative be present during investigations which may lead to discipline. If the employee invokes their Weingarten rights, the Employer will either a) grant the request, b) discontinue the interview or c) offer the employee the choice of continuing unrepresented or having no interview, thereby foregoing any benefit that the interview might confer. If the employee's, subject to the investigation, selection of 492-CL Representation is unavailable, said employee may

select a different 492-CL Representative, attend the interview unrepresented or cancel the interview and forgo any benefit the interview might confer. The Employer may (exigent circumstances would prohibit a delay) agree to delay the interview to allow time for the initial selected 492-CL Representative to become available but only if the delay is no more than 7 calendar days.

4. The employee, subject to the investigation or their 492-CL Representation, shall be given a general statement of the misconduct for which discipline may be imposed prior to the interview commencing.

5. The interview of any employee shall be at a reasonable hour, when the employee is on duty, unless the exigency of the interview dictates otherwise. If the employee is suspected of misconduct, the interview generally shall be conducted in person, except that for limited follow-up questions or where there are other unusual situations, questioning may be telephonic so long as a 492-CL Representative is given the opportunity to participate in the call if requested by the employee.

6. The employee or Employer may request that an internal investigation interview be recorded, either mechanically or by a stenographer. There should be no "off the record" questions or answers. Upon request, the employee under internal investigation shall be provided an exact copy of any written statement he/she has signed or of a verbatim transcript of any interview if one is created.

7. Interviewing shall be completed within a reasonable time and, in all internal investigation interviews, the employee shall be afforded such intermissions as he/she shall reasonably request for personal necessities, meals, telephone calls and rest periods but said intermissions shall not be used to interrupt the flow of the interview and the employee may be directed to complete a line of questioning before an intermission.

8. The interview shall pertain to relevant questions to include the scope of the improper activities, circumstantial evidence, ancillary events which pertain to an employee's misconduct, fitness to hold office and any alleged violations of policy and procedure.

9. The employee may be offered an opportunity to voluntarily resign if it is apparent termination is an appropriate action. A negotiated "Last Chance Agreement" may also be discussed prior to the imposition of discipline. If any of these options in this paragraph are explored, a 492-CL Representative will be utilized at the employee's request.

10. No employee shall be required to unwillingly submit to a polygraph test, nor will employees be required to answer questions without a direct order to do so.

INTERNAL INVESTIGATION FILES

Employees and/or their 492-CL Representative (if representing the employee) shall have access to complete copies of all Internal Investigation files at any reasonable time once a Loudermill hearing has been concluded , or after discipline has been imposed if no Loudermill hearing is held. Internal investigation files that do not result in a sustained finding shall not, in any way, be notated in that employee's personnel file and shall not be considered in determining future levels of discipline. However, these investigations and the findings will be filed in the Employees Disciplinary file.

Once a case finding has resulted in discipline, the case may not be re-opened for further disciplinary investigation. Prior discipline in the file may be used to establish a pattern of inappropriate behavior, progressive discipline or an appropriate level of future discipline.