

NO. 19-0114

BEFORE THE BOARD OF COUNTY COMMISSIONERS
OF SPOKANE COUNTY, WASHINGTON

IN THE MATTER OF AUTHORIZING THE)
EXECUTION OF A COLLECTIVE BARGAINING)
AGREEMENT WITH SPOKANE COUNTY) **RESOLUTION**
LIEUTENANTS AND CAPTAINS ASSOCIATION (LCA))
January 1, 2019 - December 31, 2021)

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

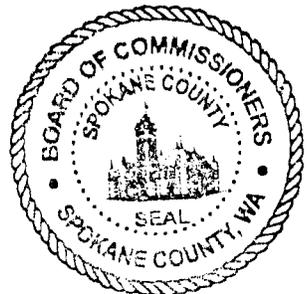
WHEREAS, the Human Resource Department submitted a proposal to the above reference bargaining unit with regard to wages, hours and working conditions for the time frame from January 1, 2019 through December 31, 2021, as more particularly set forth in Attachment "A", attached hereto and incorporated herein 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 5th day of February, 2019.



BOARD OF COUNTY
COMMISSIONERS OF SPOKANE
COUNTY, WASHINGTON

Mary L. Kuney
MARY L. KUNEY, Chair

Al French
AL FRENCH, Vice-Chair

Josh Kerns
JOSH KERNS, Commissioner

ATTEST:

Ginna Vasquez
Ginna Vasquez
Clerk of the Board

COLLECTIVE BARGAINING AGREEMENT

Between

Spokane County,

The Spokane County Sheriff's Office,

And

**Spokane County Lieutenants and Captains
Association**

January 1, 2019 through December 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 Lieutenant and Captains 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, and the Association.
- 1.2 The parties recognize that the interest of the community and the job security of the member 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 members of the Association.

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 holding the rank of Lieutenant or Captain and serving in positions recognized as Civil Service, for the purpose of collective bargaining in respect to wages, hours and other conditions of employment.

ARTICLE 3 - ASSOCIATION SECURITY

- 3.1 All members serving in the active Civil Service positions of Lieutenant or Captain, may become and remain members of the Association. Such membership is voluntary. Members choosing to become members of the Association will become members within thirty (30) days after being promoted.
- 3.2 The County agrees to deduct any Association member's initiation fee, and once each month, dues from the pay of those Association members who voluntarily 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 members shall be remitted, together with an itemized statement to the Treasurer of the Association after such deductions have been made.

- 3.3 The Employer shall remain neutral when communicating with employees about Association membership and direct the employee to discuss Association membership with an Association representative and/or contact the Washington State Public Employment Commission.
- 3.4 The Association agrees to indemnify and save the Employer harmless against any liability which may arise by reason of any action taken by the Employer to comply with the provisions of this Article, including reimbursement for any legal fees or expenses incurred in connection with such action. The Employer will promptly notify the Association in writing of any claim, demand, suit or other form of liability asserted against it relating to its implementation of this article.

ARTICLE 4 – ASSOCIATION/MANAGEMENT RELATIONS

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

Subject to the terms of this Agreement, the management of the department and the direction of the working forces are vested exclusively in the Employer and nothing shall be construed as limiting the Employer's authority as conferred by law, or in any way abridging or reducing such authority.

- 4.3 The following rights are examples of such rights. This list is not exclusive:
- a. Operate and manage all staff, facilities and equipment;
 - b. Establish the mission, strategic direction, service levels and resource requirements for all operations and services;
 - c. Develop, interpret, amend and enforce written policies, procedures, rules or regulations, or standard operating procedures governing the workplace provided that such policies, procedures, rules and regulations, or standard operating procedures governing the workplace do not conflict with the provisions of this Agreement;
 - d. Determine the methods, means, number and qualifications of personnel needed to carry out a department's operations or services;
 - e. Determine the utilization of technology;
 - f. Retain the authority to assign incidental duties connected with positions acknowledging that not every incidental task and/or duty may be described in job description/classifications;
 - g. Contract out for goods and services;
 - h. Hire, promote, transfer, assign, retain, recall, retire and layoff employees within and without the various departments of the Employer.
 - i. Perform work through the utilization of non-bargaining unit personnel, including salaried employees and volunteers;

- j. Promulgate rules and regulations;
- k. Suspend, demote or discharge employees for cause, maintain the efficiency of the operation entrusted to the Employer;
- l. Determine and manage the manner in which such operations are to be conducted;
- m. To advance to the fullest extent possible the economy of operations of the Sheriff's Office and to protect the primary interest of citizens of Spokane County; and
- n. Determine the need for additional educational courses, training programs, on-the-job training, or class training; assign Employees to such duties for periods to be determined by the Employer; and
- o. Determine the number of personnel assigned on duty at any time.

The employer's failure to exercise any right, prerogative, or function in a particular way, shall not be considered a waiver of the Employer's right to exercise such right, prerogative or function, or preclude it from exercising the same in some other way not in conflict with the express provisions of the Agreement.

- 4.4 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.
- 4.5 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; or 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.
 - 5.2.1 The standard work week shall be defined as beginning at 12:00 a.m. Sunday and ends at 11:59 p.m. the following Saturday.
 - 5.2.2 The standard work day shall be defined as beginning at 12:01 a.m. and ending at 12:00 a.m. the following day. (24 twenty-four total hours from the start of the day to the end of the day).

5.2.3 A normal working schedule shall be defined as to 40 hours per week.

5.3 Members must be notified of normal work schedules showing the member's shifts, work days and hours two (2) weeks prior to shift change where needed. Shift changes following a regular sequence of rotation need no notification.

5.4 During lunch and coffee breaks, members shall be available in cases of emergency. This shall apply to all shifts.

5.5 Nothing herein shall prevent the parties from agreeing to any alternative work schedules, or prevent an Association member from flexing their hours of work to accommodate regular work responsibilities.

5.5.1 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 of rest between shifts. This provision will not apply to any member considered to be on call.

5.6 Members assigned 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 even if this results in a member with less seniority being bumped to a different shift or assignment. Members 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.

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

5.8 **Weekly Rotational On Call Schedule**

All commissioned personnel who are the rank of Lieutenant and above, except for the Sheriff and Undersheriffs, will participate in a weekly rotational on-call schedule. This is to provide coverage for patrol in the absence of the regularly scheduled Lieutenant. The on-call person will be responsible for addressing all questions and requests initiated by a patrol supervisor and be available for response, if the situation requires an on-duty shift commander be present.

5.8.1 The weekly schedule will commence at 0700 hrs Monday, and end at 0700 hrs Monday.

5.8.2 During the regular weekday hours, another on duty lieutenant can be utilized in lieu of the on-call person.

5.8.3 A person scheduled to be on call may elect to trade their regular on call week with another person in the on-call rotation, but will remain responsible for notifying all affected supervisors.

5.8.4 A Division Commander may elect to have a lieutenant cover their regular work duties in their absence and may grant necessary authority for the duties in question.

- 5.8.5 Lieutenants may use department vehicles when running personal errands while staffing actual on-call during weeknights and weekends.
- 5.8.6 If illness or a family emergency causes an inability for the on-call person to staff on call remain on call, that person will immediately notify the Division Commander.
- 5.8.7 If, during the on-call duty, the sleep cycle of the on-call person is significantly disrupted as to affect their ability to work their next regular shift that on call person has discretion to place themselves on call for their next regularly scheduled shift or flex their hours. They will remain responsible for any hours not covered as a result of flexing their shift and for notifying their immediate supervisor and all affected shift supervisor of their work and/or on call status.

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 members on the payroll December 31st of the previous year shall be entitled to seven (7) paid personal holidays per calendar year. Each member shall select the days on which the member desires to take the personal holidays subject to the approval of the member's supervisor.
- 6.3 In the event a member 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 Members terminating between January 1 and March 31 shall be entitled to two (2) personal holidays,
 - 6.3.2 Members terminating between April 1 and June 30 shall be entitled to four (4) personal holidays.
 - 6.3.3 Members terminating between July 1 and September 30 shall be entitled to (6) personal holidays.
 - 6.3.4 Members terminating on or after October 1 shall be entitled to seven (7) personal holidays.
- 6.4 Members 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 Personal Holiday allowance shall be based on a day for day basis. A personal holiday shall consist of the number of hours the member is regularly scheduled to work at the time the personal holiday is taken.

- 6.6 Holidays will be observed on the days they occur unless the holiday falls on member's regular day off, in which case the holiday will be observed on an adjacent work day for that lieutenant.
- 6.6.1 If a lieutenant is required to work a holiday, then that lieutenant will observe the holiday on an adjacent work day or other day in which it is practical to schedule the alternate day.
- 6.6.2 If a holiday falls on an actual day of work and the preference for that person is to take the day Off-Extra, the weekly on call person will be responsible for covering that holiday. (REF: Article 5.8)
- 6.7 Personal holidays must be used in the calendar year in which they were earned and can not be carried over into the next year. Personal holidays which have not been taken shall not be paid off.
- 6.8 Members 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 or 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.
- 6.9 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.

If the Deputy Sheriff Association's leave accruals (sick, annual, holiday) are altered by Arbitrator the Lt/Capt Association leave accruals will be altered likewise.

ARTICLE 7 - ANNUAL LEAVE

7.1 Eligibility

Members separating from service on or before the 15th of the month will not receive any credit for that month. Members 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 ½ working days per month for all members having at least 10 years of service but less than 15 years of service.
- 7.2.2** 1 ¾ working days per month for all members having 15 years of service but less than 20 years of service.
- 7.2.3** 2 working days per month for all members having 20 years of service but less than 25 years of service.
- 7.2.4** 2 ¼ working days per month for all members having 25 years or more of service.
- 7.2.5** Application:
 - 7.2.5.1** For an employee working 8-hour shifts, “working day” be construed as 8 hours of annual leave;
 - 7.2.5.2** For an employee working 9-hour shifts, “working day” be construed as 9 hours of annual leave;
 - 7.2.5.3** For an employee working 10-hour shifts, “working day” be construed as 10 hours of annual leave;
 - 7.2.5.4** For an employee working 12-hour shifts, “working day” be construed as 12 hours of annual leave; and,
 - 7.2.5.5** 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 Agreement.
 - 7.2.5.6** Appendix A has additional directions regarding the application of this section.

7.3 Annual Leave Pay

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

7.4 Choice of Annual Leave Pay

- 7.4.1** Annual leave shall be granted at the time requested by the member unless the nature of the work makes it necessary to limit the number of members on vacation at the same time. The member 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 member is asked in writing to defer his vacation because of work schedules in which case the annual leave shall not be forfeited. Nor may a member be paid additional compensation for earned vacation time not taken, except at the time of severance from County employment as hereinafter provided.

7.5 Holiday During Vacation Period

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

7.6 Work During Vacation Period

7.6.1 Any member who is requested to and does work during his vacation period will not lose his/her vacation time for those hours worked. This also applies to call back for court.

7.6.2 Members 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 member's 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 Any member 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.

ARTICLE 8 - SICK LEAVE

8.1 Eligibility and Accumulation

8.1.1 Members in paid status for any portion of the month shall earn sick leave at the rate of one (1) day per month.

8.1.2 Sick leave may rollover to a total of one hundred thirty (130) days. An additional fifty (50) days of sick leave may be rollover and held in reserve for use. No part of the additional fifty (50) days reserve sick leave shall be paid off upon termination.

8.1.3 Application:

8.1.3.1 For an employee working 8 hour shifts, "working day" be construed as 8 hours of sick leave;

8.1.3.2 For an employee working 9 hour shifts, "working day" be construed as 9 hours of sick leave;

8.1.3.3 For an employee working 10 hour shifts, "working day" be construed as 10 hours of sick leave;

8.1.3.4 For an employee working 12 hour shifts, "working day" be construed as 12 hours of sick leave;

8.1.3.5 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.

Appendix A has additional directions regarding the application of this section.

8.2 Allowance

- 8.2.1** Any member contracting or incurring any sickness or disability which renders such member unable to perform the duties of his employment shall receive sick leave pay up to the amount they have accumulated.
- 8.2.2** Immediate family shall consist of spouse, State Registered Domestic Partner, parent, step-parent, child (biological, adopted, step or foster) regardless of age or dependency status, brother, sister, grandparent, father-in-law, mother-in-law, brother-in-law, sister-in-law, daughter-in-law, son-in-law, grandchildren, or more distant relative if living as a member of the member's immediate household.

Domestic Partner – Members who have registered with the Secretary of State a Domestic Partner.

Members who divorce spouse or terminate Domestic Partner must notify employer with 30 calendar days of the effective date of divorce/termination or may be subject to discipline.

- 8.2.3** Bereavement Leave: In the event of sickness, disability, medical or dental appointments or death in the immediate family requiring the presence of the employee, he/she shall be granted sick leave with pay. For the use of sick leave, the immediate family shall be defined as: Spouse, State Registered Domestic Partner, parent, step-parent, child (biological, adopted, step or foster) regardless of age or dependency status, sibling, grandparent, grandchild, father in law, mother in law, brother in law, sister in law, daughter in law, son in law or a more distant relative if living as a member of the employee's immediate family. The Sheriff Administration will allow members of the Lieutenants and Captains Association to use time other than sick upon request by the Member of the Captain and Lieutenants Association.

8.3 Unused Sick Leave

Members 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 member. 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.

8.4 Sick Leave Use When Association Member Suffers an Industrial Injury

When a member of the Association 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.

ARTICLE 9 -LEAVES OF ABSENCE

9.1 Eligibility Requirements

Association members are eligible for leaves of absence.

9.2 Application for Leave

Any request for a leave of absence shall be submitted in writing by the member 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 member desires. Any request for a leave of absence shall be answered promptly and in writing.

9.3 Types of Leaves

9.3.1 Civic Duty

9.3.1.1 Any necessary leave shall be allowed by the Sheriff to permit a member to serve as a member of a jury, or to take examinations for County positions, or to exercise his/her other obligatory civil duties. Members called for jury duty who are not selected for a jury shall return to work when released by the court. Each member who is granted such jury duty 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 jury duty. Should a member be called for jury duty, the County may request the court to excuse him/her.

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

9.3.2 Parental Leave

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 member.

9.3.4 Military Service

Every member of the Sheriffs 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 Twenty-one (21) working days during each calendar year.

Such leave shall be granted in order that the persons may take part in active training duty in such a manner and at such a time as 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 member 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 member shall receive from the County his regular rate of pay for his permanent classification.

9.4 Unpaid Leave of Absence - Impact on Benefits

9.4.1 Members 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. Members 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 members on an unpaid leave of absence due to a compensable industrial accident.

9.5 Federal Family Medical Leave

Members 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. Association member may elect to preserve up to 22 days of accumulated sick leave from the requirements of this section.

9.6 Kelly Days

9.6.1 Members of the Association may be assigned to the Patrol Division as a Shift Commander and will work 12 hour shifts that correspond to the particular platoon assignment they are responsible for.

9.6.2 Members of the Association on 12 hour shifts will have discretion to flex their work hours to meet the demands of their duty assignments.

9.6.3 The County agrees to give members of the Association working 12 hour shifts one Kelly Day per month in exchange for 10 hours of training time per quarter of the calendar year.

9.6.4 Each member of the Association who receives aforementioned Kelly Days will be responsible for the scheduling of the training days, preferably with one of their assigned platoons.

9.6.5 Should a member miss training in a designated training quarter they will not receive a Kelly Day in the first month of the next quarter.

9.6.6 The 10 hour training day can only be used for department training or other needs of the department.

ARTICLE 10 – WAGES AND OVERTIME

10.1 Wage Schedule

The base salary of an entry level Lieutenant shall be 17.12% above the base salary of a top step Sergeant in the Spokane County Deputy Sheriff's Association (SCDSA). Subsequent pay increases will be adjusted according to the below formula effective on the same dates of salary increases granted to the top step Sergeant. Progressions for Lieutenants will be as follows:

First six months – 17.12% above top step Sergeant
Next 6 months – Step 6 of the range
Next 6 months – Step 7 of the range
After 12 months in Step 7, an additional pay of 5.12% will be paid

The adjustment of 17.12% between entry level Lieutenant and top step Sergeant will be made in accordance with the current Spokane County Deputy Sheriffs Association Contract. The differential will be effective on the same day for this bargaining unit as it is effective for the DSA.

10.2 Pay Period

The salaries and wages of members shall be paid semi-monthly

10.3 Longevity

In addition to the wages specified, members are eligible to receive longevity pay as follows:

Continuous Service	Semi-Monthly amounts
Over 10 Years	\$162.50
Over 15 Years	\$175.00
Over 20 Years	\$200.00
Over 25 Years	\$225.00

10.4 Premium Pay

County agrees to pay full Long-Term Disability premium. This will be set up as premium pay. County's Contribution will be capped at 2015 rates with employee contributing the balance

10.5 Shift Incentive Pay

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

- 10.5.2 Swing Shift consists of any shift that is scheduled to end between the hours of 1801 and 0200.
- 10.5.3 Graveyard Shift consists of any shift that is scheduled to end between the hours of 0201 and 0959.
- 10.5.4 Shift Incentive pay will consist of 1% of Lieutenants current rate of pay for all members assigned to a shift defined above as Swing Shift and 2% of Lieutenants current rate of pay for all members assigned to a shift defined above as Graveyard Shift.
- 10.5.5 Shift Incentive pay will be calculated based on Lieutenant current rate of pay, not to include the enhancement pay, for the ranks of Civil Service Lieutenant and Captain.
- 10.5.6 Injured members and Shift Incentive Pay (SIP): Anytime an injured member is returned to work in a modified duty status and moves from a shift that provides shift incentive pay to a shift that does not, the incentive pay stops. Likewise, if the member returns to modified duty and continues this work on a shift that does pay the incentive, then the member would continue to receive the incentive.
- 10.5.7 If a member 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, modified duty or otherwise, that does not qualify for SIP.

10.6 Members that are assigned to any specialty unit that receives specialty pay shall receive the same specialty pay as those members of that specialty unit that are in good standing. If a member is assigned to two or more specialty units that receive specialty pay, that member shall receive the specialty pay that is highest among the units that member is assigned to. The effective date of this section is upon ratification of this Agreement.

10.7 On call Lieutenants shall be paid as follows:

10.7.1 One and one half (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.

10.7.2 Two and one half (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.

10.8 Methods of Salary and Wage Payment

Direct Deposit

The standard, default method of payment for salary and wages is by electronic transfer to the employee's designated financial institution. The employee is responsible for informing the county of any changes in their designated financial institution.

Pay advices will be available to all employees in accordance with federal and State employment law and regulations.

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

- a) The last paycheck coinciding with or following separation from employment;

- b) A paycheck produced solely to correct an error; or
- c) A paycheck mailed to the employee only if the employee does not maintain an account at a financial institution. The employee must designate a mailing address and sign an acknowledgement that the check will be mailed using USPS on payday. The employee is responsible for informing the county of any changes in their mailing address.

10.9 Overtime

For approved overtime work, Lieutenants shall be paid on an hour for hour basis after working their scheduled work shift of either eight or ten hours. Nothing in this section shall be interpreted as indicating any bargaining unit employee is not an exempt salaried employee within the meaning of the Fair Labor Standards Act. Moreover, the parties agree that all bargaining unit employees are salaried exempt employees within the meaning of such act.

Overtime must be approved by a member of the Command Staff prior to the time worked when possible. Lieutenants may be allowed to use the overtime hours as compensatory time during the payroll cycle. Such use of this time in a compensatory capacity shall be with the approval of the Lieutenant's superior. Overtime shall be paid during the normal payroll cycle. Labor Management meetings may be scheduled to ensure the intended application of this provision is met. Such Labor Management meetings will be with Command Staff, Lieutenants & Captains Association representatives and Human Resources.

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

Overtime worked and approved by the Sheriff's Department shall be reported monthly to the Sheriff and a copy will be provided to the Human Resources Manager for tracking purposes.

ARTICLE 11 - SENIORITY

11.1 Seniority shall be defined as follows:

11.1.1 Total length of service within job classification.

11.1.2 Total length of unbroken service with the Sheriffs 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. Members 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 Disciplinary suspensions shall not adversely affect seniority.

ARTICLE 12 - DISCIPLINE AND DISCHARGE

12.1 Discipline

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

12.1.1 Oral reprimand

12.1.2 Written reprimand

12.1.3 Suspension (Notice to be given in writing within twenty-four (24) hours of action).

12.1.4 Demotion

12.1.5 Discharge (Notice to be given in writing within twenty-four (24) hours of action).

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

12.3 Just Cause

The employer shall not discharge or otherwise discipline any member without just cause.

12.4 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 pursuant to Article 12.6 – 12.13:

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

12.4.1 The specific contract provision violated.

12.4.2 The specific action(s) that occurred that violated the contract provision listed above.

12.4.3 How that action violated the specific terms of the agreement.

12.4.4 When the violation is to have taken place.

12.4.5 Where the violation is to have taken place, if appropriate.

12.4.6 A brief description of the events surrounding the violation.

12.4.7 The remedy sought.

12.5 Agreement of Parties to Meet

12.5.1 Both parties agree that they will meet at each step of the Grievance Procedure to reach a settlement and any grievance settled by the signatory parties thereto in any of the following steps is final and binding.

- 12.5.2** 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. This does not preclude the complaint from being resolved prior to any meeting occurring.
- 12.6** **STEP 1.** The member or the Association Official may take up the grievance or dispute with the member's division head within-ten (10) calendar days of its occurrence. If at that time the member 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 division head shall then attempt to adjust the matter and shall respond to the Association Official within ten (10) days.
- 12.7** **STEP 2.** 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.
- 12.8** **STEP 3.** 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.
- 12.9** **STEP 4.** If the grievance is still unsettled, either party may within ten (10) calendar days after the reply of the Sheriff or County Human Resources Manager or Human Resources Director is due, by written notice to the other, demand arbitration.
- 12.10** 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 Public Employees Relations Commission (PERC) 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.
- 12.11** 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.

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

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

12.14 **Grievance Committee**

12.14.1 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.

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

12.15 **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.

ARTICLE 13 - STRIKES AND LOCKOUTS

13.1 **Lockouts**

No lockout of members 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 any members 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 – AUTHORIZED AGENTS

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

14.1 The County's principle authorized representative shall be the County Human Resource Manager or his/her duly authorized representative (Address: 824 N. Adams Street, Spokane, WA 99260, Telephone: (509) 477-2880) except where a particular County representative is specifically designated in connection with the performances of a specific function or obligation set forth herein.

- 14.2 The Union's authorized representative(s) shall be the President of the Lieutenants and Captain's Association or duly authorized representative (Address: 1100 W Mallon, 1st Floor, Spokane, WA 99260, Telephone: (509) 477-3140)

ARTICLE 15 - GENERAL PROVISIONS

15.1 Pledge Against Discrimination and Coercion

- 15.1.1 Both parties agree that the provisions of this Agreement shall be applied equally to all members in the bargaining unit without discrimination as to age, sex, sexual orientation, marital status, race, creed, national origin, political affiliation or their status as a qualified individual with a disability.
- 15.1.2 All reference to members in this Agreement designates both sexes and wherever the male gender is used it shall be construed to include male and female members.
- 15.1.3 The employer agrees not to interfere with the rights of members to become members of the Association and there shall be no discrimination, interference, restraint, or coercion by the member representative against any member because of Association membership or because of any Member activity in an official capacity on behalf of the Association. The Association recognizes its responsibility as bargaining agent and agrees to fairly represent all members in the bargaining unit without discrimination, interference, restraint or coercion.

15.2 Union Activities on Employer's Time and Premises

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

- 15.2.1 Post Association notices.
- 15.2.2 Attend negotiation meetings.
- 15.3.3 Transmit communications, authorized by the local Association or its officers to the employer or his representative.
- 15.4.4 Consult with the employer, his representative, local Association officers, or other Association representatives concerning any provisions of this Agreement.

15.3 Time Off for Association Business

- 15.3.1 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.
- 15.3.2 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 Sheriffs stated position.

15.4 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.

15.5 Equipment

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

15.6 Clothing Allowance

15.6.1 Effective January 1, 2018, The County will provide a clothing allowance at the same rate as the Deputy Sheriff's Association for each and every member of Lieutenant and Captain Association.

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

15.7 Personal Property

15.7.1 The Spokane County Sheriff's Office will reimburse members 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.

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

15.7.3 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.

15.8 Liability Coverage

The County agrees, whenever any action, claim or proceeding is brought or instituted against any Sheriff's Deputy arising from acts or omissions while such Deputy is performing within the "scope of members 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 member is entered, to pay such money judgment.

ARTICLE 16 - MEDICAL, DENTAL, LIFE INSURANCE, LTD

If the Deputy Sheriff Association's medical/dental/vision benefits are different than below as a result of a settlement or arbitration award, the Lt/Capt Association medical/dental/vision benefits will mirror the settlement or award.

The Association agrees to comply with the same provisions of SB-5975 as the Deputy Sheriffs Association.

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

16.1 The Employer agrees to provide two (2) medical plans and two (2) dental plans; Preferred Provider Plans (PPO) and a Health/Dental Maintenance Organization (HMO/DMO).

16.2 The Employee's monthly premium share for the PPO or HMO/DMO medical, dental and vision plan will be based on the following percentages of the total cost of the coverage:

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

16.3 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. The employee's monthly premium share will be split over the two pay periods in the month.

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

<u>(HMO) Kaiser Permanente</u>	<u>(PPO) Preferred Provider Plan</u>
\$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

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

16.6 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.

16.7 Eligibility

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

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

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

16.8 Life Insurance

The employer agrees to provide and pay the full premiums for a \$25,000 Member Life Insurance Policy. Supplemental life insurance is available at the member's option and eligibility. The expense of the supplemental insurance is that of the member.

16.9 Long-Term Disability

See Section 10.4:

ARTICLE 17 - SAVINGS CLAUSE

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

ARTICLE 18 - SUPPLEMENTAL AGREEMENT

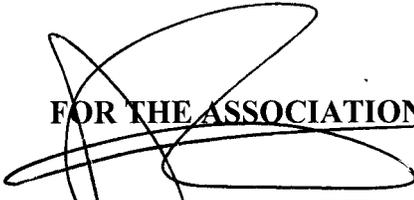
This Agreement may be amended, provided both parties concur. Supplemental Agreements may be completed through negotiations between the parties at any time during the life of the Agreement. Should either party desire to negotiate a matter of this kind, it shall notify the other party in writing of its 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.

ARTICLE 19 -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
13 day of February, 2019.

FOR THE ASSOCIATION:



Steve Barbieri, President
Lieutenants and Captains Association

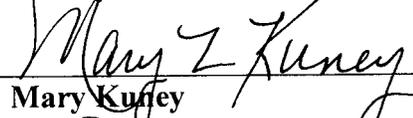


Khris Thompson, Vice President
Lieutenants and Captains Association

FOR THE EMPLOYER:



Josh Kerns
County Commissioner



Mary Kufey
County Commissioner



Al French
County Commissioner

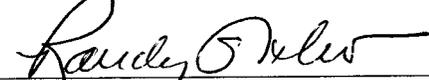


Ozzie Knezovich
Sheriff

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 LIEUTENANTS AND CAPTAINS ASSOCIATION, January 1, 2019 through December 31, 2021.

Implementation Team

January 22, 2019

OVERALL OBJECTIVES

1. ~~Complete Violent Offense List~~
2. ~~Finalize Decision Making Framework~~
3. Develop and finalize the PSA Release Matrix
 - ~~—Release Matrix~~
 - ~~—Supervision Conditions~~
 - ~~—Additional Guidance~~
4. Develop/Design PSA Report
5. Develop and implement quality assurance processes

FOLLOW UP

1. Alternatives to text messages
 - HMIS
 - Catholic Charities
 - Uptrust – email
2. Liability issue re. referrals

AGENDA

- I. **Release Matrix**
 - a. Plotting test cases
- II. **Defining supervision conditions/response to violations**
 - a. FTA
 - i. Any specific follow up from pre-trial services for FTA?
 - b. Phone calls
 - c. Check ins
 - d. Criminal history checks
 - Additional Guidance
 - Responses to Violations of supervision conditions
 - FTA
 - Alternative to Text Message Reminder for individuals who don't have cell phones
- III. **Design PSA Report**

APPENDIX A – MOU ANNUAL AND SICK LEAVE ACCRUALS

SECOND ADDENDUM TO
MEMORANDUM OF UNDERSTANDING TO IMPLEMENT ARBITRATION AWARD
(JUNE 2006) REGARDING ANNUAL AND SICK LEAVE ACCRUALS
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 (hereinafter 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

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 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 = 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 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) hours 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 CVA 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 CVA), retroactivity will start the month of July 2005.

After deputies leave accruals are calculate as a result of this retroactivity, if deputy's annual leave accrual exceed 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 7.4.4 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 received

two (2) hours for each month assigned to that shift and those assigned to a twelve (12) hour shift will received (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.

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 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 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 shift and adjustments to leave accruals will not be adjusted for other sickness, injury, or FMLA leave unless determined terminal leave by Management.

APPENDIX B – SHERIFF LIEUTENANT’S RIGHTS IN DISCIPLINE

INVESTIGATIONS AND PROGRESSIVE DISCIPLINE TIMELINES

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 or 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 videotaped 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.

II. 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.