

NO. 20 - 0388 -

BEFORE THE BOARD OF COUNTY COMMISSIONERS
OF SPOKANE COUNTY, WASHINGTON

IN THE MATTER AUTHORIZING THE)
EXECUTION OF A COLLECTION)
BARGAINING AGREEMENT WITH LOCAL)
492-FORENSICS CRIME ANALYSTS,)
COUNCIL 2 AND THE SPOKANE COUNTY)
SHERIFF’S DEPARTMENT)
[January 1, 2020 – December 31, 2022])

RESOLUTION

WHEREAS, pursuant to the provisions of RCW 36.32.120(6), the Board of County Commissioners of Spokane County, Washington (“Board” or “Board of County Commissioners”) 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 Local 492-Forensics, Crime Analysts, Council 2 and the Spokane County Sheriff’s Department regarding wages, hours and working conditions for the time frame from January 1, 2020 through December 31, 2022, as more particularly set forth in Attachment “A”; attached hereto and incorporated herein by reference; and

WHEREAS, the above reference 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”; and

WHEREAS, the ratified collective bargaining agreement removes any provisions related to Sheriff Communication and the 911 Center.

NOW, THEREFORE, the Board of County Commissioners of Spokane County, Washington and that the Board does hereby approve and agree with all provisions set forth in Attachment "A", attached hereto and incorporated herein by reference, with Local 492-FC.

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 2nd day of June, 2020.



ATTEST:

By: Ginna Vasquez
Ginna Vasquez, Clerk of the Board

BOARD OF COUNTY COMMISSIONERS
OF SPOKANE COUNTY, WASHINGTON

Al French
AL FRENCH, CHAIR

Josh Kerns
JOSH KERNS, VICE-CHAIR

Mary L. Kuney
MARY L. KUNEY, COMMISSIONER

LABOR AGREEMENT

BETWEEN

**LOCAL 492-Forensics, Crime Analysts, Council 2, AND
SPOKANE COUNTY AND THE SPOKANE COUNTY SHERIFF'S
DEPARTMENT**

January 1, 2020 through December 31, 2022

ARTICLE 6 - UNION/MANAGEMENT RELATIONS

6.1 Meetings

It is mutually agreed that a Committee from the Union and a Committee from Management conduct regular Labor/Management meetings for the purpose of resolving problems 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.

6.2 Committee

The two (2) Committees shall be comprised of three (3) members from the Union and three (3) 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 unless otherwise agreed. Meetings shall be held quarterly.

ARTICLE 8 - HOLIDAYS

8.1 Paid Holidays

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

New Year's Day (January 1st)
Memorial Day (Last Monday in May)
Independence Day (4th of July)
Labor Day (First Monday in September)
Thanksgiving Day (Fourth Thursday in November)
Day after Thanksgiving (Friday following Thanksgiving)
Christmas Day (December 25th)

8.2 Personal Holidays

In addition to the above paid holidays, the employees shall be entitled to five (5) personal paid holidays per calendar year of the employee's choice. Each employee shall select the days on which the employee desires to take the personal holidays, subject to the approval of the employee's Supervisor.

8.2.1 In the event an employee who is entitled to five (5) paid personal holidays under this paragraph terminates, his/her entitlement to personal holidays shall be calculated as follows:

8.2.1A Employees terminating between January 1st and March 31st shall be entitled to one (1) personal holiday;

8.2.1B Employees terminating between April 1st and June 30th shall be entitled to two (2) personal holidays;

8.2.1C Employees terminating between July 1st and September 30th shall be entitled to three (3) personal holidays;

8.2.1D Employees terminating on or after October 1st shall be entitled to five (5) personal holidays.

8.2.2 Employees who have used more than the personal holidays specified in this paragraph at the time of termination shall have the excess days deducted from their final pay. Personal holidays not used in the calendar year earned shall be forfeited.

8.3 New Hired Employees

New employees hired during a calendar year shall earn: two (2) personal holiday if on the payroll between the 1st and 15th of January; one (1) personal holiday if on the payroll between the 1st and 15th of April; one (1) personal holiday if on the payroll between the 1st and 15th of July; and one (1) personal holiday if on the payroll between the 1st and 15th of October.

8.4 Shift Employees

Holidays falling on a Saturday or Sunday shall be observed by shift employees on that Saturday or Sunday. For non-shift employees, a holiday falling on a Saturday shall be observed on the preceding Friday and holidays falling on a Sunday shall be observed on the following Monday.

ARTICLE 9 - ANNUAL LEAVE

9.1 Choice of Annual Leave

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 requesting leave at the same time, the employee who has submitted the first request shall have priority for his/her choice of Annual Leave. Final decision will be made by the Supervisor in the event a resolution cannot be reached.

9.2 Annual Leave Option

Annual Leave may be accumulated to a total twice the amount earned annually to a maximum of three hundred twenty (320) hours credit, whichever is less. 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 not taken, except at the time of severance for County employment as hereafter provided.

9.3 Cancellation of Leave

If an employee decides to cancel his/her leave, he/she shall give forty- eight (48) hours' notice to the Supervisor and the person who has been scheduled to fill the vacant shift.

ARTICLE 10 - SICK LEAVE

10.1 Industrial Injury Supplement

10.1.1 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 Worker 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 a non-employee, or for bodily injuries sustained or diseases contracted as a result of exposure to nuclear, bio- hazardous, or chemical materials encountered while performing tasks essential to the job, as determined by the Sheriff or his/her designee. This leave provision will expire and the leave shall be withdrawn when the person is no longer represented by the bargaining unit.

10.1.2 In addition to the above, 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.

10.1.3 If an employee must use any of the 300 hours, the 300-hour maximum will be restored up to 300 hours based on a 5year cycle.

10.1.4 The 5-year cycle will be based on the employee's date of hire. For example, if an employee hired on 1/1/90 uses 160 hours sometime during the 5 years following 1/1/90 leaving a balance of 140 hours, their total would be restored to 300 hours on 1/1/95.

10.2 Employee Sick Leave and Reporting Policy

See Master Contract

ARTICLE 12- HOURS OF WORK

12.1 Probationers

Probationers may be assigned shifts and days off by the Employer to ensure proper on-the-job training. Probationers' work week shall be consistent with this Article.

12.2 Regular Hours

Eight (8), nine (9) or ten (10) consecutive hours of work, except for interruptions for a thirty (30) minute minimum paid lunch, shall constitute a workday. All employees' work schedules shall provide for a ten (10) minute minimum rest period during each half shift.

12.2.1 Hours of Work-All members of the Unit

The parties agree to the following:

No employee will be required to report for work without at least eight (8) hours rest between shifts except in the following situations:

- 1) Except in an emergency;
- 2) When declared at the Sheriff's, or designee's, discretion;
- 3) When necessary to investigate or resolve an ongoing, planned or emergent operation; or
- 4) upon mutual consent of the employer and employee,

12.3 Facilities

The employer shall provide adequate lunchroom facilities that may be used for lunch and rest periods. During the lunch and rest breaks employees shall be available in cases of emergency. This shall apply to all shifts.

12.4 Work Week

The normal work week shall be any consecutive seven (7) day period, five (5) consecutive eight (8) hour workdays (5/8's) and two (2) days of rest, or four consecutive ten (10) hour workdays (4/10's) and three (3) days of rest, or a schedule of (9/80's). Changes in the work week specified herein shall be negotiated by designated representatives of the Union, the County and the Sheriff's Department.

12.4.1 If the Sheriff's Department creates a new work week for employees under this agreement, the parties agree to negotiate the impact of that change. The current work week is Monday through Friday with Saturday and Sunday off.

12.5 Work Shift

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 shift, work days, and hours shall be posted (where needed) two (2) weeks prior to any shift change. Employees, who have been called out prior to the start of their regular shift and continue working into their regularly scheduled shift, may request early release prior to the end of their regular shift time. Such release must have prior approval of the employee's supervisor.

12.6 Day Light Savings

Employees whose work shift is extended by one (1) hour in the fall shall be paid for the additional one (1) hour. In the spring due to the time change, affected employees will either remain at work the additional hour or use one (1) hour of comp time or vacation time upon mutual agreement between the employee and the employer. The provisions of Article 15.9.5.1 shall not apply in this instance. Overtime shall be paid for actual time worked.

12.7 Voluntary Alternative Work Schedule

Work schedules are defined in two-week blocks of time. Each schedule will consist of eight 9 hour days and one 8 hour day or four 10 hour days with three days off. Employees are allowed to participate but are not required.

12.7.1 Supervisor(s) will work out the schedule. Efforts will be made to accommodate preferences; however, first priority will be Unit coverage. If any conflicts occur; seniority will prevail. The Supervisor(s) or Employees may cancel the program at any time and revert to the conventional work schedule. A minimum two-week notice will precede any cancellation or changes.

12.7.2 Annual leave, sick leave, personal holidays and comp time must be taken hour for hour. If any Employee is scheduled to work 9 hours, then 9 hours of time must be used.

12.7.2.A Employees on the Alternative Work Schedule whose regular work day differs from the eight (8) hour day shall have their Holidays paid for as the number of hours in their actual work day.

12.7.2.B If a Holiday falls on an Employees scheduled day off the Employee may have the working day following or working day previous to the holiday off. Exceptions must be approved by the Supervisor(s).

ARTICLE 15 – WAGES

15.1 Compensation

Employees shall be compensated in accordance with the salary ranges attached to this Agreement and marked Appendix 1. The most current Wage Schedule shall be considered as part of this Agreement.

15.1.2 When any position not listed on the Wage Schedule is established, the Employer may designate a job rate and structure for the position. In the event that the Union does not agree that the rate is proper, the Union shall have the right to submit the issue to a grievance at Step 3, of the Master Contract Article 18 Grievance Procedure.

15.1.3 Unless mutually agreed upon between the Union and the Employer (See Article 15.13), employees shall move from the first Step in the pay range after six (6) months, 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 his/her own job classification shall be paid at that rate or his/her own rate, whichever is higher. The salaries and wages of employees shall be paid semi-monthly.

15.2 Certification Compensation

Forensic Unit and Crime Analyst employees are eligible for certification compensation for possessing and maintaining Department certifications. Certification Compensation will be paid on a monthly basis. The following certifications are approved for this compensation:

1. Certified Latent Print Examiner (CLPE)
2. Certified Crime Scene Investigator (any of three levels) (CCSI)
3. Certified Tenprint Examiner (CTPE)
4. Certified Forensic Computer Examiner (CFCE)
5. Cellebrite User Certification (CCME)

Employees who achieve the Tenprint Examiner Certification but are not yet eligible for the Latent Print Examiner Certification will be allowed to use this certification to be eligible for certification compensation. Once the Latent Print Certification is achieved, the Tenprint Certification will no longer be eligible for the certification premium even if the employee maintains both Tenprint and Latent Certifications.

Employees will receive one hundred and twenty-five dollars (\$125.00) for possessing one of the above certifications and two hundred fifty dollars (\$250.00) for possessing and maintaining two certifications subject to the provisions above.

The Department agrees to provide the necessary training costs for the employee as the training becomes available, subject to work restrictions. The Department and the employee will mutually agree to the training requirements. The Department will pay for the certification and recertification costs. The employee will be responsible to maintain the certification. Should a certification become invalid or expire the employee is required to immediately notify the Department.

15.3 Out-of-Class Pay

An employee who has been assigned by management or their immediate supervisor to perform the essential duties of a higher job classification and requests out-of-class pay shall be paid for all such work at the higher rate of pay. Approval shall be obtained from management of the immediate supervisor prior to working out-of-class.

15.4 Minimum Pay for Call Back

Employees who may be required to return to duty more than one (1) hour after the completion of his/her shift to perform such overtime duties will be paid for four (4) hours at straight time, or time and one half (1 and ½) for hours worked, whichever is greater. If called within one (1) hour after the end of the shift, overtime will commence at the time his/her shift would have been completed. Scheduled training and mandatory meetings are paid at the regular overtime rate for the actual hours.

15.5 Forensic Unit On-Call

15.5.1 In return for On Call compensation to and from the employee's residence, the On Call employees will:

1. Not consume alcohol;
2. Be available by telephone call to the employee's residence, or to his/her cellular telephone; and
3. Continue to manage crime information, equipment and personnel to ensure fast and efficient response time to any location within the greater Spokane area. Response times exceeding one (1) hour will be reviewed by the Unit Supervisor and if determined to be for an unacceptable reason, time will be deducted from the On Call compensation.

15.5.2 A minimum of two (2) members of the Forensic Unit (Forensic Unit Supervisor, Lead Specialist, Specialist and Technician) will be scheduled on call and compensated every weekend and holiday (not voluntary, not based on seniority). The on call schedule will be prepared by the Forensic Unit Supervisor(s) on a rotation basis and will make the number of on call weekends as equal as possible.

15.5.3 On Call status for the Forensic Unit will begin at 1800 hours on Friday and end at 0600 hours on Monday morning with the understanding that the employee is On Call from the end of their shift on Friday until the beginning of their shift on Monday. The compensation will be a one point six (1.6) hours at the regular rate of pay for each eight (8) hour section of the weekend. The result will be compensation of twelve (12) hours of regular pay being earned for sixty (60) hours of on call time.

15.5.3.A Employees shall be paid two point five (2.5) hours at regular rate of pay for each eight (8) hours on call during any holiday.

15.5.3.B On Call compensation for Holidays that do not follow or precede a weekend will be paid two point five (2.5) hours for actual holiday and one point five (1.5) for the eight (8) hours preceding the holiday and one point five (1.5) for the eight (8) hours after the holiday to equal a total compensation of ten point five (10.5) hours at the regular rate of pay.

15.6 Overtime

- A. All work performed in excess of eight (8) hours if on a five (5) day eight (8) hour shift or in excess of ten (10) hours if on a four (4) day ten (10) hour shift.
- B. All work performed in excess of forty (40) hours in any work week.
- C. All work performed on any of the paid holidays as set forth in this Agreement.

15.6.1 Additional breaks

All employees who work more than two (2) hours of overtime in addition to the regular shift shall receive an additional fifteen (15) minute rest period. In addition, employees who work five (5) hours or more overtime shall receive an additional one half (1/2) hour lunch break.

15.6.2 Medical Exemption

Both parties recognize that due to medical or administrative reasons some employees may not be available to work overtime on all occasions.

15.7 Compensatory Time

When the employee and the employer agree, overtime may be compensated with compensatory time off at the rate of time and one-half the regular rate of pay. Accrual of compensatory time off shall not exceed sixty (60) hours.

Once compensatory time is selected it shall not be converted to pay except as follows:

15.7.1 Employees may request compensation for up to forty (40) hours of accrued compensatory time once each year or twenty (20) hours twice a calendar year. Only one compensatory sell back request may be made anytime during the five month period between January 1st and May 31st; only one compensatory sell back request may be made anytime during the five month period between June 1st and October 31st.

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

15.7.2 Payment of any accrued compensatory time up to sixty (60) hours, will occur when the employee separates employment.

15.7.3 Forensic Only

Compensatory time accrued will not be lost as a result of this Agreement. No additional comp time will be accrued until the comp time balance is below the sixty (60) hour cap.

15.8 Longevity

A monthly longevity bonus will be paid to an eligible employee, in addition to employee's regular rate of pay and service enhancement pay if applicable. If the employee has continuous service from the time of appointment to regular full time employment, longevity will be calculated as follows:

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

15.9 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 the rate of time and one half (1 and ½) his/her regular hourly wage while in or waiting for court, a minimum of three (3) hours at straight time for show up pay.

Nothing in this section is construed to mean time spent in personal suites, either civil or criminal, not a result of circumstances which occurred in the line of duty nor for court action which he/she is otherwise compensated. Court time will be considered separate from overtime pay.

For an issue relating to being called to testify during annual leave, will notify a supervisor and the assigned County Prosecuting Attorney or other attorney of record as soon as practical regarding unavailability and dates when become available. If still called, refer to and use Master Contract Article 9.6 Working during Vacation Period for appropriate application.

ARTICLE 16 – SENIORITY

16.1 Definition

Seniority shall be defined as follows:

- A. Total length of unbroken service within a job classification.
- B. Total length of unbroken service within the Sheriff's Department.

16.2 Seniority Computation

For the purpose of computing seniority, all authorized leave, except leaves for personal or disciplinary reasons, shall be considered as time worked for calculation purposes. 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.

16.3 Retention of Seniority

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.

16.4 Seniority Posting

Once each year the Employer shall post, in a location known and accessible to affected employees, a seniority list showing the continuous service of each employee. A copy of the seniority list shall be furnished to the local Union when it is posted.

16.5 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.

16.6 Probationary Period

The first 2080 actual hours worked shall be considered a probationary period. During this period an employee may be assigned, transferred, laid off, disciplined, or terminated at the discretion of the employer. Probationary employees may not grieve discipline or discharge.

ARTICLE 17 – DISCIPLINE/DISCHARGE

In addition to the provisions of Article 17 of the Master Agreement, the following shall apply:

- 17.1 Any disciplinary action or measure imposed upon a permanent employee may be processed either as a grievance through the regular Civil Service procedures or as a grievance through the grievance procedure contained in this Article but not both – the grievant must elect one grievance process and effectively waives the other process once an election is made. 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. Any disciplinary action resulting in an oral or written reprimand shall take place within fifteen (15) working days from the time the member/employee is told that an investigation has been concluded and the results indicate that he/she shall be receiving an oral/written reprimand.
- 17.2 Suspensions without pay: At the Employer's option, earned vacation time may be deducted from the employee's vacation accrual bank in amounts equal to the total time of disciplinary suspension or any proportional amounts as determined by the Employer, not to exceed the total time of the disciplinary suspension given. In the event this option is selected by the Employer, the action will still be recorded as a disciplinary suspension.

ARTICLE 20 – LAYOFFS AND RECALL

The parties agree that the effect of layoff is negotiable; therefore, the following language is intended to both clarify and establish procedures for any impending layoffs realized by members of the bargaining unit and any subsequent recall.

20.1 LAYOFFS

- A. In the event of a layoff for any reason, regular employees and probationary employees shall be laid off in the inverse order of their seniority by their:
 - 1. Total length of unbroken service, within the job classification in the Work Unit, if equal then;
 - 2. Total length of unbroken service within the Spokane County Work Unit, if equal then;
 - 3. Total length of unbroken service within the Sheriff's Office, if equal then;
 - 4. Total length of unbroken service within Spokane County, if equal then;
 - 5. Civil Service test scores for current classification.
- B. No layoffs shall be executed as long as there are non-regular personnel serving in the affected classifications and performing a majority of the significant duties of that classification on a full or part-time basis.
- C. Employees shall be given thirty (30) working days' notice prior to layoff, if possible, with a minimum of ten working days' notice.
- D. A Work Unit shall be defined as: Forensic Unit, Crime Analyst.

20.2 BUMPING

- A. If an employee is laid off and that employee has greater seniority than that of other employees in the same job classification, they may bump that employee.
- B. If an employee is laid off and that employee has greater seniority than that of other employees in a lower job classification they may then bump the least senior, lower class employee, if they previously held that classification. The employee who has been bumped shall then have the same opportunity to bump downward.
- C. An employee who has been bumped shall move to the highest step of the new range that does not exceed their current salary.

20.3 RECALL

- A. Employees who are demoted in lieu of layoff shall have the first opportunity to fill vacancies in their former or lower classification and department.
- B. Employees shall retain all seniority, less time spent on layoff, and benefits accrued prior to layoff when recalled to work.
- C. Recall rights under this provision shall be limited to twenty-four (24) months from the date of layoff or demotion. Employees may refuse a recall once. A second refusal to return to work will remove an employee from the recall list.
- D. Laid off or demoted employees who have been offered work shall have ten (10) working days from the date of notice to accept such recall. Offers of employment off the recall

list shall be done in writing either by registered letter to the last known address of the laid off employee or hand delivered to the laid off employee.

- E. Any temporary or extra help work required by a department in a job classification in which there are employees on layoff shall be offered to laid off employees first.
- F. Employees desiring to exercise this option shall be placed on a Civil Service Special Transfer List in order of seniority.
- G. If the employee is hired back in a classification other than the classification they were laid off from, the employee will not be removed from the recall list of that former classification.

ARTICLE 21 – GENERAL PROVISIONS

21.1 Clothing

Spokane County will pay each Forensic Staff on the payroll January 1st of each year, a \$420 clothing allowance at the start of each year.

21.1.1 For new hires, the \$420 will be prorated to \$35 per month from the date of hire.

21.2 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.

21.3 Bargaining Unit Positions

Bargaining Unit positions shall not be supplanted on a regular basis by any other persons outside the Bargaining Unit. In emergency situations, except staff shortages or predictable vacations, any member of the staff may be utilized for any emergency that takes place.

21.4 Supervisors Covering a Shift

Supervisors may be allowed to work short durations of time when required due to unpredictable staff shortages or to help reduce mandatory overtime for staff.

21.5 Out-of-Class Assignments

Out-of-class assignments may be filled on a voluntary basis.

21.6 Training

The Employer shall adhere to training standards as required by law. The Employer may provide ongoing training that will improve the standards and efficiency of the Sheriff's Department and employees.

21.7 Reasonable Suspicion Substance Abuse Testing

Reasonable suspicion testing for alcohol (Breath Alcohol Content – BAC) or controlled substances (Urine Analysis – UA) may be directed the Employer for any employee when there is reason to suspect that alcohol or controlled substance usage may be adversely affecting the employee’s job performance or that the employee may present a danger to the physical safety of the employees or another. The employee and Union representation shall meet with Employer/Supervisor to assess the situation before any testing is warranted. Reasonable cause that an employee is under the influence of a drug and/or alcohol will be based on specific facts and/or reasonable inferences derived from those facts.

If Employee, Employer and Union representative are unable to resolve the situation and reasonable suspicion exists, employees must submit to alcohol and/or controlled substance testing when requested by the Employer. A refusal to test is considered the same as a positive test. When an employee is referred for testing, he/she will be timely transported to an authorized testing facility by the Employer. The cost of transportation and reasonable suspicion testing, including the employee’s salary will be paid by the Employer.

An employee who has a positive alcohol test and/or a positive controlled substance test may be subject to disciplinary action, up to and including termination.

21.8 Training Opportunities

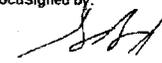
In consideration for day trip training opportunities in Kootenai (Idaho) or any Washington adjoining counties, employees agree to waive their rights to reimbursement for per diem (meal allowances) under Spokane County’s travel policy. The Department will provide County vehicles for travel to and from any training location in adjoining Washington counties or Kootenai County in Idaho. Should an employee use their POV with supervisory approval, appropriate mileage will be paid.

Provided this waiver applies only to reimbursement for mileage and per diem (meal allowances) under Spokane County Travel Policy for travel out of the county for any other purposes.

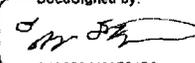
**SUPPLEMENTAL AGREEMENT
BETWEEN
LOCAL 492-FC
AND
THE SPOKANE COUNTY
AND
THE SPOKANE COUNTY SHERIFF'S DEPARTMENT**

January 1, 2020 through December 31, 2022

FOR THE UNION

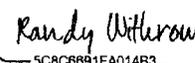
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FOR THE DEPARTMENT

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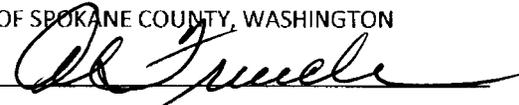
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Randy Withrow, Human Resources Manager



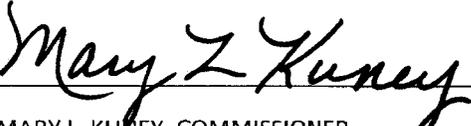
BOARD OF COUNTY COMMISSIONERS
OF SPOKANE COUNTY, WASHINGTON


AL FRENCH, CHAIR


JOSH KERNS, VICE-CHAIR

ATTEST:

Ginna Vasquez, Clerk of the Board


MARY L. KUNEY, COMMISSIONER

20 - 0388

APPENDIX 1

SALARY RANGES

Wage adjustments are also Subject to Master Contract Negotiations

Effective 1/1/20 - Wage Information

Forensics

<u>Class No</u>	<u>Class Title</u>	<u>Pay Grade</u>	<u>Salary Range Step 1-13</u>
<i>Effective -1-2020</i>			
4009IC	Digital Forensic Technician	4YN	\$3,162.96 - \$4,164.02
4016IC	Forensic Technician	4YN	\$3,162.96 - \$4,164.02
4010C	Digital Forensic Specialist	6CP	\$4,272.22 - \$5,624.34
4013IC	Forensic Specialist	6CP	\$4,272.22 - \$5,624.34
4014IC	Forensic Lead Specialist	6HP	\$4,490.98 - \$5,912.34
5306	Crime Analyst	6CP	\$4,272.22 - \$5,764.74

Upon completion of ten (10) years of service, Forensic employees will receive service enhancement pay equal to 5.12% rounded to fit on the salary range table.