

WORKING AGREEMENT BETWEEN
SPOKANE COUNTY AND
LOCAL 492, AFL-CIO
AFFILIATED WITH THE AMERICAN FEDERATION OF STATE, COUNTY,
AND MUNICIPAL EMPLOYEES AND COUNCIL #2 AFL-CIO

January 1, 2020** through December 31, 2024

** All aspects of this agreement will begin upon ratification by the Union Membership and final approval by the Board of County Commissioners. No provision will be retroactive unless otherwise expressly stated.

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PREAMBLE

This Agreement made and entered into this first day of January 1, 2020 between the Board of County Commissioners of Spokane County, hereinafter referred to as the "County" and Local 492 and the Washington State Council of County and City Employees, Council #2, AFSCME, AFL-CIO, hereinafter referred to as the "Union."

PURPOSE AND INTENT

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

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

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

ARTICLE I – RECOGNITION

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

ARTICLE II - UNION SECURITY

2.1 Union Security

The Employer recognizes the Washington State Council of County and City Employees, AFSCME, Council 2 and its affiliated local, Local 492, (hereinafter the Union) as the sole and exclusive bargaining representative in all matters concerning wages, hours, and other conditions of employment for all employees described in the recognition clause.

The Employer shall remain neutral when communicating with employees about Union membership and direct the employee to discuss Union membership with either the Local President or a Union Staff Representative.

For current Union members and those who choose to join the Union, the Employer shall deduct once each month all Union dues and fees uniformly levied and shall continue to do so for such time and on conditions set forth in the authorization for payroll deduction regardless of the employee's continued membership in the Union. The Employer shall transfer amounts deducted to Council 2. Authorizations for Payroll Deduction and Representation are valid whether executed in writing or electronically.

Upon receipt of the employee's written authorization, the Employer will deduct from the employee's salary an amount equal to the dues required to be a member of the Union. The Employer will provide payments for the deductions to the Union at the Union's official headquarters each pay period.

Forty-five (45) calendar days prior to any change in dues, the Union will provide the Human Resources Department and Payroll Department, the percentage, and maximum dues to be deducted from the employee's salary.

The Employer shall provide an electronic copy of the Authorization for Payroll Deduction and Representation card via email to C2everett@council2.com within ten (10) calendar days of the employee executing the document. The Employer shall provide to the Union monthly a complete list of all bargaining unit members that includes: Employee name, work address, home address, work phone, work email, birth date, hire date in current bargaining unit, job classification, department, hours worked and monthly base wage.

Union payroll authorization cards are valid whether paper or electronic and the Employer shall maintain their copies of the Union's Authorization for Payroll Deduction and Representation cards in a secure location that is available to the Union for review.

An employee may revoke his or her authorization for payroll deduction of payments to the Union by written notice to the Employer and the Union in accordance with the terms and conditions of their signed authorization card. If the Employer determines that it appears that the employee has revoked his or her authorization for payroll deduction in accordance with the terms and conditions of their signed authorization card, every effort will be made to end the deduction effective on the first payroll period following their revocation, and not later than the second payroll period. The Union has the right to challenge any employer action to revoke a dues deduction authorization by filing a grievance under the collective bargaining agreement grievance procedure.

2.2 P.E.O.P.L.E Checkoff:

The Employer agrees to deduct from the wages of any Union member a P.E.O.P.L.E. (Public Employees Organized to Promote Legislative Equality) deduction as provided for in a written or electronically executed AFSCME (American Federation of State, County and Municipal Employees) authorization.

An executed authorization may be revoked by the employee at any time by giving written notice to both the Employer and the Union (AFSCME). The Employer agrees to remit any deductions made pursuant to this provision promptly to the Union (AFSCME) together with an itemized statement showing the name of each employee from whose pay such deductions have been made and the amount deducted during the period covered by the remittance. The Employer will transfer amounts deducted to the AFSCME P.E.O.P.L.E. program.

2.3 New Hire Orientation:

The Employer agrees to notify the Union Staff Representative in writing of any new positions and new employees. At least two (2) working days prior to the orientation of the new employee, the Employer shall provide an electronic format list with the names of the employees, job title, local affiliation, and Department. A Union official shall, at no loss of pay, be granted up to thirty minutes, at the conclusion of the orientation presentation, to provide each new employee a basic overview of the employees' rights and responsibilities regarding Union membership, dues authorization and Union insurance.

2.4 Union Indemnity:

The Union will indemnify, defend, and hold the Employer harmless against any claims made and against any suit instituted against the Employer 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 Union in writing of any claim, demand, suit or other form of liability asserted against it relating to its implementation of this article.

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

ARTICLE III - UNION/MANAGEMENT RELATIONS

3.1 All collective bargaining with respect to wages, hours and general working conditions shall be conducted by authorized representatives of the Union and authorized representatives of the County.

3.2 Agreements reached between the parties to the Agreement shall become effective only when signed by designated representative of the Union and the County.

- 3.3** Subject to the terms of this Agreement, the management of the Department and the direction of the working forces are vested exclusively in the County, and nothing shall be construed as limiting the County's authority as conferred by law, or in any way abridging or reducing such authority. The County shall be required to maintain discipline and efficiency and to extend, limit, or curtail work when in his/her discretion he/she may deem it advisable to do so, provided the County follows the provisions of this Agreement in the exercise of that authority conferred upon him by law.
- 3.4** It is mutually agreed that a committee from the Union and a committee from the County conduct regular labor/management meetings for the purpose of resolving problems that may arise and to promote the general climate of labor/management relations. Meetings shall be conducted quarterly, but they may be scheduled more often by mutual agreement.
- 3.5** The two committees shall be comprised of three members from the Union and three members representing the County. Additional persons may be invited to participate by mutual agreement. Meeting agendas will be prepared in each case and submitted in advance of each meeting. Unless otherwise mutually agreed, meetings shall be held quarterly.

ARTICLE IV - HOURS OF WORK

4.1 General

- 4.1.1 The regular hours of work each day shall be consecutive except for interruptions for lunch period.
- 4.1.2 a) The normal work week for employees assigned to the jail shall be any consecutive seven (7) day period which shall include: five (5) consecutive, eight (8) hour workdays and two (2) days of rest; or four (4) consecutive, ten (10) hour workdays and three (3) days of rest. The days of work or the days off shall be consecutive within the work week. Changes in the work week specified herein shall be negotiated by designated representatives of the Union and the County.
- b) For employees assigned to Geiger, the days of work and days off within the fourteen (14) day work cycle shall be in blocks of consecutive days worked and consecutive days off. Shifts at Geiger may include: eight (8) hour shifts, ten (10) hour shifts and twelve (12) hour shifts.

- 4.1.3 a) For employees assigned to the Jail eight (8) consecutive hours of work, except to an interruption for a thirty (30)-minute uninterrupted paid lunch period, ten (10) or twelve (12) consecutive hours of work, except for an interruption for a forty-five (45)-minute uninterrupted paid lunch period, shall constitute a workday.
- b.) For employees assigned to Geiger, eight (8) consecutive hours of work, except for an interruption for a thirty (30)-minute uninterrupted paid lunch period, ten (10) or twelve (12) consecutive hours of work, except for an interruption for a forty-five (45)-minute uninterrupted paid lunch period, shall constitute a work day.
- 4.1.4 All employees shall be scheduled to work on a regular work shift, and each shift shall have regular starting and quitting times, except in emergencies. Normal work schedules showing the employee's shifts, workdays and hours shall be posted where two (2) weeks prior to shift needed change.
- 4.1.5 (a) Corrections officers will be given the opportunity to take their rest and meal breaks. If the officer chooses not to take a break they will not be compensated, nor will the break be rescheduled for a later time.
- (b) Corrections Officers are required to notify their supervisor immediately should they miss their break or when reasonably possible no case later than thirty (30) minutes prior to the end of their scheduled shift. The supervisor will attempt to reschedule the missed break. If the supervisor is unable to reschedule the break, the employee will be compensated.
- (c) Corrections Officers who have missed their break and followed the procedure as stated above shall complete a Missed Break Request form/or Overtime slip in JEDI by the end of shift and must have a supervisor's approval signature on the form.
- (d) Spokane County will compensate authorized missed rest and meal breaks at time and one- half (1.5) the Corrections Officer's regular rate of pay.
- (e) One fifteen (15) minute break may be combined with a meal period with authorization from their supervisor based on workload.

(f) Correction Officers who are held over after the completion of their regular scheduled shift, will be provided a (15) minute rest break if the hold over is for greater than three (3) hours.

(g) Corrections officers assigned to work crew will be compensated one hundred twenty-five dollars (\$125.00) per month in exchange for waiving their right to a contractual and regulatory (RCW 49.12 and WAC 296-162-092) meal and rest period.

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

4.1.7 Employees whose work shift is extended by one (1) hour due to time changes associated with daylight savings time shall be paid for the additional hour in the fall. Employees will be required to remain at work for the additional hour in the spring due to the time change or be allowed to take one (1) hour of vacation time at the Employer's discretion.

4.2 Work Period

4.2.1 A work period shall consist of four (4) calendar months. The Department shall maintain three (3) regularly scheduled working shifts. At the County's discretion, in accordance with work requirements, emergencies or unusual situations, additional shifts involving different hours may be created in any division.

4.2.2 Shift bidding shall commence sixty (60) days prior to work period changes. Work periods shall change at the start of day shift at the beginning of the work week nearest, January 1, May 1, and September 1.

4.3 Shift Bidding

4.3.1 Shifts, days off and work sites will be bid by seniority. Notwithstanding the above no person shall be allowed to bid a work site which:

4.3.1 a) they have not been adequately trained

4.3.1 b) they are unable to meet the physical (including mental) requirements of the site; or

4.3.1 c) there is a repeated, documented inability to work the position bid.

4.3.2 Employees may be temporarily reassigned from their bid work site for a short duration due to:

4.3.2 a) Unanticipated vacancies due to major incidents

4.3.2 b) To fulfill a specific need e.g. gender, booking, specialized skills

4.3.2 c) Temporary duty assignments caused as a result of requirements placed upon the Transport Unit.

4.3.2 d) If an Employee becomes unable to meet the physical (including mental) requirements of the site during a mark-up, the employee may be reassigned shifts, days off, work sited, and duration of the assignment as determined by the Employer.

4.3.2 e) One (1) week prior to the start of the bidding process, the employer shall provide a copy of the bid to the Union president, or designee, and post on the bulletin board in the roll call room. This is provided for the information purposes subject to clarification questions only. In no event will the failure to post timely, provide a copy, or disagreement on shifts, days off, or sites listed on the bid, delay the bidding process.

4.3.2 f) The need for additional staff due to extraordinary demands

4.3.3 Employees may be removed from their bid work site, shift or days off for cause. Cause shall be defined as unsafe practices, failure to follow established policies and procedures, long or short term documented illnesses or medical conditions or documented inability to perform the tasks of the position bid. If management has reason to believe cause may exist to change an employees work site, a Corrections Lieutenant or above may change their work site. Management shall have ten (10) working days to determine if in fact cause exists. If cause cannot be determined within ten (10) working days the employee shall be returned to their bid work site. If cause can be determined, reasons shall be provided to the employee in writing within seventy-two (72) hours. Management may then change the employees work site, shift and/or days off.

4.3.4 In an instance of a documented removal for a cause a labor management meeting will be held in a timely manner if the employee so requests. The labor management meeting does not waive the employee's right to grieve.

4.3.5 A removal for cause may cause the displacement of another employee.

A probationary employee will fill the vacancy. If no qualified probationary employee is on staff, a replacement will be selected first by requesting volunteers, then by appointing a replacement without changing the appointed replacements shift or days off.

4.3.6 Specialized training will be handled on a case by case basis.

4.3.7 In addition to 4.3.2, 4.3.3, and 4.3.6 above employees may be reassigned from their bid work site for a maximum of five (5) shifts per work period. Employees working four (4) day, ten (10) hours per day schedule may be assigned a maximum four (4) shifts per work period. Shifts and days off will remain the same. Accurate records will be maintained and available.

4.3.8 Nothing in this section is meant to deprive the Employer the right to assign officers to specialized assignments.

4.3.9 Probationers may be assigned shifts, work positions and days off by the Employer to insure proper on-the-job training. Probationer's workweek shall be consistent with Article IV, Section 4.1.2. (See Article XIII, Section 13.11.1, Probationary Employees.)

ARTICLE V - HOLIDAYS

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

- | | | |
|----|-------------------------------|--|
| a) | New Year's Day | (January 1) |
| b) | Martin Luther King's Birthday | (3 rd Monday in January) |
| c) | President's Day | (3 rd Monday in February) |
| d) | Memorial Day | (Last Monday in May) |
| e) | Juneteenth | (19 th of June) |
| f) | Independence Day | (4 th of July) |
| g) | Labor Day | (1 st Monday in September) |
| h) | Veteran's Day | (November 11 th) |
| h} | Thanksgiving Day | (4 th Thursday in November) |
| i) | Day after Thanksgiving | (Friday after Thanksgiving) |
| j) | Christmas Day | (December 25 th) |

Any other day so designated as a one (1) time holiday by the Governor of the State of Washington or the President of the United States shall be recognized and

observed as a one (1) time event. Should an additional perpetual holiday be declared, the parties agree to meet and negotiate the impact of the holiday on the bargaining unit.

5.2 In addition to the above paid holidays, full-time employees shall be entitled to two (2) personal paid holiday per calendar year of the employee's choice. Each employee may select the day on which he/she desires to take the additional holiday after the approval of the employee's supervisor. New hires must be on the payroll September 1 to be eligible for the personal holiday during that year. Employees who do not use their Personal Holidays during the calendar year will be allowed to cash them out at their current rate of pay. Such election shall be in full day increments and shall be made by October 1st (first) each year and shall be payable the following December 15th (fifteenth). Such compensation shall be computed on the pay rate in effect on the November 31st (thirty-first) prior to the actual payment date. Employee's retiring during the year may elect to be compensated for accrued, unused personal holidays. Employee's making such election shall give written notice to the Employer at least thirty (30) days prior to their retirement date. Once the thirty (30) days' notice is given, the employee will not be required to wait until the December 15th (fifteenth) date, and payment will be made at the time of retirement.

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

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

5.4.1 For the first hours of the regular shift- 1 1/2 times for all hours worked.

5.4.2 For all hours worked in excess of the regular shift on a holiday from the hours 0001-2359 - double time for hours worked. Parties agree the intent of this modified language is to address any hours worked outside of the regular shift on the holiday itself, and to not include hours worked that may fall on the day before or after the actual holiday between the hours of 0001-2359.

Example 1: If Officer Smith is assigned to graveyard (2240-0840) and is called in four (4) hours early before his regular shift on a holiday, Officer Smith would not be paid double time for the four hours because the overtime occurred before the holiday hours began (0001-2359).

Example 2: If Officer Smith is assigned to graveyard (2240-0840) and is held over for four hours after his regular shift on a holiday, Officer Smith would be paid double time for the four hours because the overtime occurred during the holiday hours (0001-2359).

Example 3: If Officer Smith is assigned to graveyard (2240-0840) and comes four hours before his next regular shift after a holiday, Officer Smith would be paid double time for the four hours because the overtime occurred during the holiday hours (0001-2359),

Example 4: Officer Smith would not be paid overtime for the hours of 2240-0001 on a holiday even though they occur during the holiday hours (0001-2359) because those hours are attached to his next regular shift after a holiday.

- 5.5 If the designated holiday falls on an employee's regular day off, he/she will receive the regular shift's pay in addition to his/her regular pay.
- 5.6 Eligible employees who's regular workday differs from the standard eight (8) hours day shall be paid their current hourly rate of pay times the number of hours in their regular work day.
- 5.7 Holidays falling on a Saturday or a Sunday shall be observed by shift employees on that Saturday or Sunday. For non-shift employees, holidays falling on Saturday shall be observed on the preceding Friday and holidays falling on Sunday shall be observed the following Monday.

ARTICLE VI - ANNUAL LEAVE

6.1 Annual Leave Eligibility

Employees shall start to earn annual leave allowance as of the first of the month nearest their date of hire. Employees hired on or before the 15th of the month shall receive credit for the full month. Employees hired after the 15th of the month shall not receive credit for that month.

Employees shall not be eligible to take paid vacation until they have accrued 48 hours of vacation. Employees separating from service on or before the 15th

of the month will not receive any credit for that month. Employees separating after the 15th of the month will receive credit for the full month.

6.2 Annual Leave Allowance

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

6.2.2 Eight (8) hours per month for all employees having less than five (5) years of service.

6.2.3 Ten (10) hours per month for all employees having at least five (5) years of service, but less than ten (10) years of service.

6.2.4 Twelve (12) hours per month for all employees having at least ten (10) years of service, but less than fifteen (15) years of service.

6.2.5 Fourteen (14) hours per month for all employees having fifteen (15) years of service, but less than twenty (20) years of service.

6.2.6 Sixteen (16) hours per month for all employees having twenty (20) years or more of service.

6.2.7 (Effective May 16, 2002) Eighteen (18) hours per month for all employees having twenty-five (25) years or more of service.

6.3 Annual Leave Pay

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

6.4 Choice of Annual Leave Period

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

6.4.2 Annual leave may be accumulated to a total of twice the amount earned annually to a maximum amount of 320 working hour's credit whichever

is the lesser. Any annual leave accumulated beyond this limit will be forfeited unless the employee is asked in writing to defer his/her vacation because of work schedules, in which case the annual leave shall not be forfeited, nor may an employee be paid additional compensation for earned vacation time not taken, except at the time of severance from County employment as hereinafter provided.

6.5 Holiday During Vacation Period

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

6.6 Work During Vacation Period

6.6.1 Any employee who is requested to, and does work during his/her vacation period or has their bid vacation canceled by the department more than sixty (60) days after the bid date shall be paid for regular hours at a rate of time and one-half (1 1/2) his/her regular rate; in addition, the employee will receive his/her regular vacation pay.

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

6.7 Vacation Rights in Case of Layoff, Separation, or Rehire

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

6.7.2 Employees who have accrued annual leave while on paid administrative leave for disciplinary purposes may be deprived of vacation privileges accrued during such administrative leave if the employee is discharged. The loss of such accrual will be considered grieved if the discharge is grieved.

6.7.3 Employees rehired within 30 consecutive calendar days after separation will have their service time bridged. The rehired employee will retain their original date of hire for the purpose of vacation accruals and will continue to accrue vacation benefits at the same rate as before separation and beginning on their first day of re-employment. Unused

vacation benefits that had been paid-off at the time of separation before being reemployed will not be re-credited to the employee.

6.8 Bidding Procedure

Note: The vacation bid will be run concurrently with the shift bid. The mark-up of December/January/February and the first vacation bid will be bid together. The second vacation bid will commence after the first vacation bid is completed. When the mark-up of March/April/May is bid, the remainder of the second vacation bid will again run concurrently with the shift bid until both are completed. All primary and secondary vacation bids will be completed by that time. Any form of paid time off may be used other than sick leave.

6.8.1 No employee who is passed will be moved to the bottom of the list, but will bid when he/she returns to work or requests to do so.

6.8.2 All other requests after completion of second bid shall be authorized by date of request. Such time off shall be utilized as requested (i.e. annual leave, compensatory time, personal holiday).

6.8.3 The Union and Management shall have a mutual responsibility to expedite the bidding process.

6.8.4 Each employee shall be allowed to take at least four (4) weeks of accrued vacation time per year, two weeks of which may be taken consecutively. Vacation time can be taken at any time depending on the service requirements of the department. Primary and secondary bids shall be bid by seniority.

6.8.5 A vacation bid can consist of as little as one day.

6.8.6 In addition to primary and secondary bids, vacation can be requested on a day by day basis. Except in cases of emergency, requests will be made at least five (5) employee work days before the date requested.

6.8.7 The County shall maintain vacation relief positions which shall be used to accommodate timely (at least 5 days notice) requests for vacation and personal holidays. Individual requests for vacation, other than the primary and secondary vacation bids, will be approved unless the vacation relief personnel are not available (working, on vacation, and days off). If any of the vacation relief employees goes on a long term leave (maternity, long term disability, etc.) the County will continue to

grant vacation and/or personal leave requests. Management retains the right to cover the absences referenced herein by other means and to assign vacation relief staff to other work if all timely vacation and/or personal holiday requests have been met. The County shall allow a minimum of 9% (rounding down) of the number of Corrections Officers employed at each facility (excluding employees in specialized assignments which do not require relief) off on vacation at any given time. For example, if 154 Corrections Officers are employed in the Jail ($154 \times 9\% = 13.86$), a minimum of 13 will be allowed on vacation and this number will not increase to 14 until 156 Corrections Officers are employed in the Jail ($156 \times 9\% = 14.04$).

6.8.8 In addition, the County shall allow one (1) additional officer per shift to take a personal holiday. If more than one (1) officer requests to take a personal holiday on the same day/same shift, the most senior officer shall be granted the use of their personal holiday.

6.8.9 If no officers have requested to use a personal holiday on a particular day/shift, any officer may request a single vacation day on a first come, first serve basis, if they have already used their personal floating holidays. The request may be approved by the Director or designee based on the staffing levels of the facility.

6.8.10 Approval of personal floating holiday and single vacation day requests shall be outside of the normal vacation bid process.

6.8.11 Provided, however, that during the time in-service training takes place, normally during January through March, the County will only be required to have available the number of relief officers necessary to cover for vacations which were bid during the previous December bid period.

During such in-service training, the County may utilize relief officers to cover for COs who are receiving in-service training.

ARTICLE VII - SICK LEAVE

7.1 Eligibility

Employees shall start to earn sick leave at the rate of eight (8) hours per full month of service as of the 1st of the month nearest their date of hire. Employees hired on or before the 15th of the month shall receive credit for the

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

7.2 Accumulation

Sick leave may accumulate to a total of one hundred thirty (130) days (1,040 hours). An additional fifty (50) days (400 hours) of sick leave may be accumulated and held in reserve for use. No part of the additional fifty (50) days (400 hours) reserve sick leave shall be paid off upon termination under the provisions of Section 7.4 of the Article.

7.2.1 Employees rehired within 30 consecutive calendar days after separation will have their service time bridged for the purposes of sick leave accruals. The rehired employee will retain the original date of hire for accrual purposes. Sick leave will be reinstated at the recorded balance (if any) at the time of separation. Employees on the old sick leave plan who were cashed out of sick leave at termination will have sick leave reinstated at the recorded balance following the cash out and then placed under the County LTD plan in accordance with article 7.5.1b

7.3 Use

The Employer and the Union agree that sick leave shall not be used in lieu of annual leave.

7.3.1 Any employee contracting or incurring any sickness or disability which renders such employee unable to perform the duties of his/her employment, shall receive sick leave with pay up to the amount they have accumulated. Any employee who for any reason must take sick leave shall, as soon as possible, notify his/her immediate supervisor.

7.3.2 Domestic Partner

Members who have registered with the Secretary of State as Domestic Partner and have a copy of the Washington State Certificate of State Registered Domestic Partnership in their personnel file are entitled to:

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

Bargaining Agreements; and

- b. Members who divorce spouse or terminate Domestic Partnership must notify the Employer immediately by effective date of divorce/termination or may be subject to discipline under the terms of their respective Collective Bargaining Agreements.

- 7.3.3 In the event of sickness in the immediate family of an employee, the employee shall be granted up to five (5) days leave of absence deductible from sick leave with full pay to make household adjustments and arrange for medical services. The immediate family shall be defined as: Spouse, State Certified Domestic Partner, parent, step-parent child (biological, adopted, step or foster) under the age of eighteen, and adult child over the age of eighteen who is incapable of self-care because of a physical or mental disability, brother, sister, grandparent, grandchild, father-in-law, mother-in-law, brother-in-law, sister-in-law or a more distant relative if living as a member of the employee's immediate family.
- 7.3.4 In the event any provisions of this article conflict with those provisions of the Federal Family and Medical Leave Act, the provisions of the "Act" will prevail.
- 7.3.5 Should an employee become eligible for sick leave during his/her vacation, such time in which he/she is eligible for sick leave, with sufficient proof, shall be charged against his/her sick leave and his/her vacation shall be adjusted accordingly.
- 7.3.6 If Management determines a pattern of sick leave abuse exists and/or sick leave is being misused, it may discipline said member pursuant to Article 11. Management may require medical verification of any sick leave usage.

7.4 Unused

- 7.4.1 For PERS I employees: The parties agree to comply with the Bowles Decision.
- 7.4.2 For PERS II employees: Employees shall be compensated in cash fifty percent (50%) of up to one hundred thirty (130) days (1,040 hours) of accumulated unused sick leave upon retirement or death. In the event of death, payment is to be made to the estate of the employee. Compensation under this section shall not exceed the equivalent of sixty-five (65) days (520 hours) pay.
- 7.4.3 HRA VEBA Contribution:
- i. To be eligible for this program, at the time of separation of employment from Spokane County, the member must be at least 55 years of age and have a minimum of 15 full years of County service

credits.

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

7.5 Disability Insurance

7.5.1 The employer shall provide and pay premiums for a disability insurance plan. Employees covered by this Agreement on or before October 1, 1989, shall be given a one-time irrevocable choice of the following:

7.5.1a) continue receiving the sick leave benefits specified

in Sections 7.1 - 7.4 of this Article without coverage under the disability insurance

- 7.5.1b) to be covered by disability insurance and a modified sick leave plan which limits maximum accumulation to 900 hours and allows no payoff of accumulated sick leave up to 600 hours pursuant to the conditions outlined in section 7.4.3 HRA VEBA Contribution.
- 7.5.2 Current employees electing disability insurance and modified sick leave coverage who have accumulated sick leave in-excess of 900 hours shall retain sick days until they are used. Such employees shall not earn additional sick time until their accumulated sick leave is less than 900 hours.
- 7.5.3 Employees hired on or after October 2, 1989, shall be covered by the disability insurance plan and modified sick leave plan under 7.5.1 b above.
- 7.5.4 Industrial Injury Supplement Effective August 14, 2000 each member of the bargaining unit shall be provided three hundred (300) hours of industrial injury leave to be used to supplement the difference between time-loss payments made through the County's Workers' Compensation program and the employee's straight-time base hourly wage for qualifying injuries sustained as a direct result of an intentional act of aggression by an inmate as determined by Director of Detention Services or designee. Such industrial injury leave shall not be payable in any form upon separation of the employee from Spokane County Employment. This leave provision shall expire and the leave shall be withdrawn when persons no longer are represented by this bargaining unit.
- 7.5.5 Beginning August 14, 2000 if an employee must use any of the 300 hours, the 300 hour maximum will be restored up to 300 hours based on a five (5) year cycle.
- 7.5.6 For employees hired on/after August 14, 2000 the five (5) year cycle will be based on the employee's date of hire. For example, if an employee hired on 1/1/90 uses 160 hours sometime during the five (5) years following 1/1/90 leaving a balance of 140 hours, their total would be restored to 300 hours on 1/1/95.

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

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

ARTICLE VIII - LEAVES OF ABSENCE

8.1 Eligibility Requirements

Employees may be eligible for leave of absence after one (1) year of service with the County. Employees will be eligible to request a leave an absence as outlined by the applicable County policy and/or State or Federal Leave Law.

8.2 Application for Leave

8.2.1 Any request for a leave of absence shall be submitted in writing by the employee to his/her immediate supervisor. The request shall state the reason the leave of absence is being requested and the approximate length of time off the employee desires.

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

8.3 Civil Duty

8.3.1 Any necessary leave shall be allowed by the Director of Detention Services to permit an employee to serve as a member of a jury or to exercise his/her other obligatory civic duties. Employees called for jury duty who are not selected for a jury shall return to work when released by the Court. Each employee who is granted such leave and who for the performance of the civic duties involved, receives any compensation, shall be paid by the County for the time he/she is absent from duty upon turning in to the County the compensation received for such civic duties. Should an employee be called for jury duty, the County may request the Court to excuse him/her.

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

8.4 Maternity

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

8.6 Military Leave

Every employee 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 in accordance with the current state laws. Such leave shall be granted in order that the persons may take part in active training duty. Such military leave of absence shall be in addition to any vacation or sick leave to which the employee might otherwise be entitled, and shall not involve any loss of rating, privileges or pay. During the period of military leave, not to exceed twenty-one (21) working days per year, the employee shall receive from the County his/her regular rate of pay for his/her permanent classification. It shall be the obligation of the employee to furnish the Employer with a copy of his/her orders sixty (60) days in advance of a military leave of absence.

8.7 Unpaid Leave of Absence - Impact on Benefits

8.7.1 Employees on an unpaid leave of absence must be in a pay status for more than one half (1/2) of their scheduled workdays during the month to earn credit for paid leave time; benefits based on length of service or group insurance coverage. Employees granted an unpaid leave of absence in accordance with the County's Unpaid Leave of Absence Policy, on an unpaid leave of absence will be allowed to continue insurance benefits up to six (6) months by personally paying the employee's portion of the premiums in accordance with procedure established by the County Auditor.

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

8.8 Bereavement Leave entitles a member up to one three (3) days (8 hours per day to a maximum of 24 hours) off with pay, not chargeable to sick leave balance if member suffers a death of a member of his/her immediate family as defined in Article 7.3.3. In addition:

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

The three (3) days of bereavement leave can be utilized over a six (6) month period after the death.

The employee requires additional bereavement time, they may request additional time off chargeable to compensatory time, or annual leave.

8.9 Benefits Language

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

8.10 Federal Family and Medical Leave

Employees who take leave under the provision of the Federal Family Leave Act of 1993 shall be required to use all available annual leave and sick leave prior to taking any unpaid leave. Provided further, that the employee may elect to preserve up to 240 hours of accumulated sick leave and 240 hours of accumulated annual leave from the requirements of this sections.

8.11 Shared Leave

The Employer agrees to allow an employee to use the County's Shared Leave Program per Appendix "C".

ARTICLE IX- WAGES

9.1 Wage Schedule

9.1.1 Employees shall be compensated in accordance with the Salary Ranges attached to this Agreement and marked Appendix A. The attached wage

schedule shall be considered a part of this Agreement.

9.1.2 When any position not listed on the wage schedule is established, the County may designate a job and rate and structure for the position. In the event 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 III of the grievance procedure.

9.1.3 Employees shall enter the pay range at a step based on their education and experience determined by the Director of Detention Services with input from OSU, and approved by HR. They then shall move to each succeeding step after one (1) year in the step until the top step is reached.

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

9.1.5 Upon completion of ten (10) years of service, employees will receive the equivalent of one (1) additional step on the salary range.

9.2 Overtime

Employees shall not work more than sixteen (16) hours in a twenty-four (24) hour period. Employees will have a rest period of at least eight (8) hours from the end of their previous shift, before returning for their next shift. Mandatory overtime shall not be in excess of four (4) hours either proceeding or following the shift.

9.2.1 Time and one-half (1 1/2) the employee's regular rate of pay shall be paid for work under any of the following conditions, but the compensation shall not be paid twice for the same hours.

9.2.1.a. All work performed in excess of a regularly scheduled eight (8) hour shift, a regularly scheduled ten (10) hour shift, or a regularly scheduled twelve (12) hour shift, in any work day.

9.2.1.b. If work performed in excess of forty (40) hours (Jail) in any work week or eighty (80) hours (Geiger) worked in a fourteen (14) day work cycle.

9.2.1.c. All work performed before or after any scheduled work shift at the request of the employer.

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

9.2.1.e. When staff work four (4) hours or more of overtime in conjunction with their scheduled shift, they will get an additional thirty (30) minute meal break.

9.2.2 Predictable Overtime: Overtime available to staff will be offered on a voluntary basis. It shall be placed in the overtime section of the supervisory log books as soon as it becomes available.

9.2.3 Mandatory Overtime: For employees assigned to the jail, due to unpredictable absences or circumstances or in the event that overtime is not filled on a voluntary basis, predictable overtime becomes unpredictable and mandatory twenty-four (24) hours prior to the shift being filled. A shift sergeant will have the authority to order positions assigned no more than twenty-four (24) hours in advance of the hours needed to fill the position; except that employees may be given notice on the final day of their regularly scheduled work week for overtime work adjacent to their next regularly scheduled shift.

9.2.4 At any time a corrections officer, regardless of assigned location, is ordered to work a shift other than his/her own, the following guidelines will be followed and adhered to;

9.2.4.a. A new personnel list for mandatory overtime shall be posted on the first day of each month. This list shall exclude maintenance personnel.

9.2.4.b. Mandatory overtime shall not exceed half the employee's regularly scheduled shift.

9.2.4.c. Each employee may be ordered to work two (2) one-half (1/2) shifts each month. Any order in (mandatory overtime) in excess of two per month per shift will be paid at a rate of double time for jail employees only. Commencing January 1, 2018, double time will be paid after the third (3rd) order in per month for both the Jail and Geiger employees.

9.2.4.d. Shift sergeant will distribute mandatory overtime fairly and equally without preference or bias and will review the previous month's mandatory overtime list when ordering personnel to

work. Employees who have performed no mandatory overtime during the previous work month may be subject to order in prior to any employee who has worked the maximum hours required or any part therein.

9.2.4.e. Employees working a power shift may work a maximum of five (5) hours preceding or following their regularly scheduled shift in accordance with Section 9.2.4 c.

9.2.4.f. Jail employees shall not be ordered to perform mandatory overtime on their regularly scheduled days off. This rule shall be suspended only in the event of a "Declared Emergency". A "Declared Emergency" shall be defined as any situation which threatens the safety and security of this facility to the extent that the Director determines the necessity for emergency measures.

Geiger employees may be ordered to work on their regularly scheduled day off as follows:

1. Maximum of six (6) hours for any mandated shift. Individuals that are two (2) mandates behind can be mandated for a twelve (12) hour shift which will count for two (2) mandates in order to catch up.
2. Eight (8) and ten (10) hour posts will not be mandated on days off.
3. Advanced mandates will only take place five (5) days out.
4. Mandates will not be added to any volunteered overtime. Neither before the shift or afterward, unless the officer agrees.
5. Officers will only be responsible for mandates going back one (1) month. If the employee is gone longer than that, they will not be penalized.
6. Officers taking three (3) or four (4) consecutive vacation/comp days will not be mandated on their days off before or after those days.

9.2.4.g. No employee will be required to work in a position without

appropriate training.

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

9.2.4.i. Mandatory overtime training will not remove the employee from the overtime list and may occur on a regularly scheduled day off.

9.2.4.j. Extension of shift duties shall not be counted as mandatory overtime. These duties include but may not be limited to hospital transports and other duties that were in progress at the end of the employee's regular shift.

Under most circumstances, Sergeants should try to have the employee relieved and off duty no later than sixty (60) minutes after the end of their regular shift. If the employee is not off duty sixty-one (61) minutes after the completion of their regular shift, the time shall be considered mandatory overtime.

9.2.5 A record of the overtime hours worked by each employee shall be posted on the department bulletin boards monthly.

9.3 Minimum Pay

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 shall be paid for four (4) hours at straight time, or time and one-half for hours worked, whichever is greater. If called within one (1) hour after the end of a shift, overtime will commence at the time his/her shift would have been completed.

9.4 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 1/2) his/her regular hourly wage while in or awaiting, or an authorized standby for court, with a minimum of two (2) hours' show-up pay. Nothing in this section is construed to mean time spent in personal suits, either civil or criminal, not a result of circumstances which occurred in the line of duty, nor for court action for which he/she is otherwise compensated.

9.5 Shift Differential

In addition to the established wage rates, the Employer shall pay an hourly premium for all hours worked on a regular scheduled shift as follows:

*Swing Shift - one (1) percent of the employee's regular straight time rate.

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

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

9.6 Out of Class Pay

Any employee working in a higher paid job classification shall receive out of class pay for such work.(See Article 9.1.3).

9.7 Compensatory Time

9.7.1 At the employee's option, overtime work may be compensated by compensatory time off, one hour and 30 minutes for each over-time hours worked. Compensatory time may be accrued to a total of not more than eighty (80) hours of comp time (53.33 actual overtime hours worked). At any given time, the employee may have no more than eighty (80) hours of compensation time on the books. During the calendar year, an employee may not use more than eighty (80) hours of compensatory time off as leave.

9.7.2 Use of comp-time cannot cause an employee to exceed their maximum vacation accrual. Compensatory time off may be taken when mutually agreeable to the employer and the employee.

9.7.3 Once compensatory time is selected; it cannot be converted to pay except as follows:

9.7.3.1 Any employee may request payment of accrued compensatory time, only twice each calendar year. Payment dates are May 15th and December 15th. Notification to payroll must occur before May 1st and December 1st respectively. If this payment is requested, all accrued compensatory time will be paid to the employee. Any compensatory time accrued during the

calendar year that exceeds the eighty (80) hour maximum shall be paid as overtime.

9.7.3.2 Payment of remaining accrued compensatory time will occur when the employee separates employment.

9.7.3.3 Any payment of comp-time will be made at the rate in effect at the time the payment is made.

9.8 Education Incentive

In addition to the employee's rate of pay based on their salary range and step placement, employees shall receive one, and only one, of the following incentives as an annual lump sum payment:

- a) \$500.00 per year for possession of an A.A. or A.S. Degree
- b) \$1,000.00 per year for possession of a B.A or B.S. Degree
- c) \$1,200.00 per year for possession of a M.S., M.A., or MBA Degree

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

ARTICLE X - SENIORITY

10.1 Seniority shall be defined as follows:

10.1.1. Total length of unbroken service as a Correction Officer within a Spokane County Adult Detention Facility.

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

10.2 For the purpose of computing seniority, all authorized paid leave, except leaves for personal or disciplinary reasons, shall be considered as time worked for calculations should layoffs occur. Employees who are laid off as a result of a reduction in positions, and who are subsequently reinstated, shall retain their full seniority and benefits except for such period of layoff.

10.3 In the event of a layoff for any reason, employees shall be laid off in the inverse

order of their seniority. No layoffs or reduction to a lower classification shall be executed so long as there are temporary employees serving within the affected classification.

10.4. No new employee shall be hired as a Corrections Officer until all employees on layoff status in that classification in that department has an opportunity to return to work.

10.5 In the event of a layoff or reorganization, a Sergeant may revert to Local 492 without the loss of seniority. Seniority will be defined as total length of service as a Corrections Officer and Corrections Sergeant. If a vacant position is not available, this may cause a displacement of the least senior Local 492 member.

10.5.1 If a Sergeant is returning to Local 492 due to a disciplinary demotion, then all seniority gained as a Sergeant is forfeited, and the Sergeant's return to the bargaining unit will not displace any Local 492 member, but the next available position in Local 492 will go to the Sergeant who received a disciplinary demotion.

10.5.2 Voluntary demotion will not displace any Local 492 member, but the next available position in Local 492 will go to the Sergeant who voluntarily demoted. They will also retain any seniority gained as a Sergeant.

10.6 For the major documented illness, injury or medical reasons where the employee has exhausted all sick and vacation leave, that employee shall not lose seniority for bidding purposes if he/she returns to work within twelve (12) months after exhausting such leave.

10.7 Seniority for the purpose of bidding vacations and posts will be worksite specific. Each worksite (Jail and Geiger) will maintain a separate worksite specific seniority list for bidding purposes.

If an employee is temporarily relocated to a different worksite, said employee will not lose seniority for bidding purposes at their prior worksite.

10.8 Once each year the Employer shall post on all bulletin boards 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.

ARTICLE XI - DISCIPLINE AND DISCHARGE

11.1 Discipline

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

- Oral reprimanded Written reprimand
- Suspension (notice to be given in writing)
Additionally, 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 the disciplinary suspension or any proportional amounts as determined by the employer. In the event this option is selected by the employer, the action will still be recorded as a disciplinary suspension.
- Demotion (a demotion shall not result in the lay-off of another employee within the bargaining unit)
- Discharge

11.1.2 Any disciplinary action or measure imposed upon a permanent employee may be processed as a grievance through the grievance procedure contained in this article. Suspensions pending disciplinary action shall be with pay. The Department shall inform an employee of his/her right to the Union representation at any meeting where disciplinary action may occur.

11.1.3 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 conducted and the results indicate that he or she shall be receiving an oral/written reprimand.

11.1.4 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 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.

Although prior discipline cannot be used for progressive discipline purposes if the time limit has expired as identified above, prior discipline can be introduced in a grievance arbitration to demonstrate the employee is not free of misconduct.

11.2 Discharge

11.2.1 The Employer shall not discharge any permanent employee without just cause. The employee and his/her Union will be notified in writing that the employee has been suspended and/or discharged.

11.2.2 Any employee found to be unjustly suspended or discharged shall be reinstated with full compensation for all lost time and with full restoration of all rights and conditions of employment unless a reduced penalty is agreed upon by the parties or imposed by an arbitrator.

11.3 Settlement of Disputes

Both parties agree that they will meet at each step of the Grievance Procedure to reach a settlement.

11.4 Grievance and Arbitration Procedure

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

11.4.2 **STEP 1:** The employee with or without the Union Steward may take up the grievance or dispute with the immediate supervisor within seven (7) working days of its occurrence, if at that time the steward is unaware of the grievance, he/she shall take it up within seven (7) working days of his/her knowledge of its occurrence. The supervisor shall then attempt to adjust the matter and shall respond to the Union within seven (7) working days.

11.4.3 **STEP 2:** If the grievance has not been settled in Step 1, the steward shall submit it to the Union Grievance Committee. If the Grievance Committee finds the grievance justified, it shall be presented in writing, specifying the provisions violated and the remedy sought, by the Union to the next higher level supervisor within fifteen (15) working days after

the supervisor's response is due. The supervisor shall respond to the Union, in writing, within seven (7) working days. A schematic outline of Steps one, two and three is found in Appendix D. Steps 2a and 2b shall have the same seven (7) working day time frames for presentation and response.

11.4.4 **STEP 3:** If the grievance still remains unadjusted, it shall be presented by the Union to the Detention Director and Labor Relations in writing within seven (7) working days after the response from the previous step is due. The Detention Director shall schedule a meeting with the Union and respond to the Union within seven (7) working days after the meeting.

11.4.5 **STEP 4:** If the grievance is still unsettled it shall be presented by the Union to the Senior Human Resources Director or their designee within seven (7) working days after the response of the Detention Director is due. The Senior Human Resources Director or their designee shall schedule a meeting with the Union and respond to the Union within seven (7) working days after the meeting.

11.4.6 **STEP 5:** If the grievance is still unsettled, either party may within fifteen (15) working days after the response of the Detention Director or Senior Human Resources Director or their designee is due, by written notice to the other, request arbitration.

11.4.6.a. The Arbitrator shall be selected by the Employer and the Union within seven (7) working days after notice has been given. If the parties fail to select an arbitrator, the Public Employment Relations Commission shall be requested by either or both parties to provide a panel of five (5) arbitrators. Within seven (7) working days of receipt of the list both the Employer and the Union shall strike two (2) names from the panel. The remaining person shall be the arbitrator. The decision of the arbitrator shall be final and binding on the parties, and the arbitrator shall be requested to issue his/her decision within thirty (30) days after the conclusion of testimony and argument.

11.4.6.b. Expenses for the arbitrator's services and the proceedings shall be borne completely by the party who receives the unfavorable decision. However, each party shall be responsible for compensating its own representative and witnesses. If either party desires a verbatim record of the

proceedings, it may cause such a record to be made, providing it pays for the record and makes copies available without charge to the other Party and to the arbitrator.

11.5 Grievance Committee

11.5.1 Employees selected by the Union to act as Union representatives shall be known as "stewards". The names of employees selected as stewards, and the names of other Union representatives who may represent employees shall be certified in writing to the Employer by the local Union, and the individuals so certified shall constitute the Union grievance committee.

11.5.2 The purpose of grievance committee meetings will be to adjust pending grievances, and to discuss procedures for avoiding future grievances; in addition, the committee may discuss with the Employer other issues which would improve the relationship between the parties.

11.6 Processing Grievances During Working Hours

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

11.6.2. In the processing of a grievance, the committee should be limited to three (3) members and the Union representative.

11.7 Employer Grievances

Grievances initiated by the Employer shall be processed in this manner, but they may be initiated at Step 3.

11.8 Time Limits

Time frames may be extended or steps waived at any level of the grievance process by mutual agreement between the parties. Such extensions or waivers shall be reduced to writing. Should an employee fail to comply with the prescribed time frames, it is agreed that the grievance is forever waived.

Should the Employer fail to respond within the prescribed time frames, the grievant shall have the right to proceed to the next step.

ARTICLE XII - STRIKES AND LOCKOUTS

12.1 Lockouts

No lockout of employees shall be instituted by the County during the term of this Agreement.

12.2 Strikes

No strikes, slowdowns, refusal to cross picket lines, disruptions of work of any kind or interruption or interference with the normal work routine of any criminal justice agency, during an employee's work hours, shall be caused or sanctioned by the Union or by individuals covered by the Bargaining Unit.

12.3 Union Responsibility

Upon notification in writing by the County to Local #492 that any of its members are engaged in a work stoppage, the Union shall immediately, in writing, order such employee to immediately cease engaging in such work stoppage and provide the County with a copy of such order. In addition, if requested by the County, a responsible official of the Union shall publicly order such employees to cease engaging in such a work stoppage.

12.4 Penalties

Violation of any of the provisions of this Article by any employee shall be cause for discipline of that employee up to and including discharge at the County's sole discretion.

12.5 Survival of Clause

The terms of this Article shall remain in effect and in place until a new agreement has been negotiated by the parties and put into effect.

12.6 Authorized Agents

The County's principle authorized representative shall be the Human Resources Employee & Labor Relations Manager or his/her duly authorized representative located at N 842 Adams, Spokane, Washington 99206, Telephone (509) 477-2880, except where a particular County representative is

specifically designated by the Senior HR Director or the Employee & Labor Relations Manager in connection with the performance of a specified function or obligation set forth herein.

The Union's authorized representative(s) shall be the Staff Representatives(s) or his/her duly authorized representative of the Washington State Council of County and City Employees, AFSCME. AFL-CIO, address 1105 W. Francis Ave., Suite C, Spokane, WA 99205, telephone (509) 328-2830.

ARTICLES XIII - GENERAL PROVISIONS

13.1 Pledge Against Discrimination and Coercion

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

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

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

13.2 Union Activities on Employer's Time and Premises

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

- Post Union notices

- Distribute Union literature
- Attend negotiation meetings with the approval of the supervisor.
- Transmit authorized communications, to the Employer or his/her representative.
- Consult with the Employer or his/her representatives regarding Union matters.
- Consult with employees regarding Union matters after first receiving the approval of his/her immediate supervisor.

13.2.2As soon as possible, after specific dates, times and locations for negotiation meetings are agreed upon, the County will notify the affected shift Sergeants/Supervisors. The Sergeants/Supervisors will fill the vacancies first by the use of the "or assigned" personnel on their respective shifts. "Voluntary Overtime" shall be offered if no "or assigned" employees are available. "Mandatory Overtime" shall only be implemented when no other means is available. The employer agrees that a maximum of four (4) employees shall be compensated for time attending negotiations session.

13.3 Visit by Union Representative

13.3.1The Employer agrees that accredited representatives of the American Federation of State, County and Municipal Employees whether local Union representatives, district council representatives, or international representatives shall have full and free access to the premises of the Employer at any time during working hours to conduct Union business, subject to normal security procedures and without disrupting the regular functions of the department. Accredited representatives shall inform the immediate supervisor of their presence in the work place.

13.3.2The Employer agrees to allow the Bargaining Unit a total of thirty (30) working days during Union convention years and a total of ten (10) working days with pay during non-convention years for Union business.

13.4 Work Rules

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

13.5 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

13.6 Equipment

The County will continue to furnish such equipment as it is 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.

13.7 Clothing

13.7.1 \$1088.00 per year shall be used for uniform purchase or maintenance.

Employees who terminate prior to their anniversary date in any year will receive prorated uniform allowance based on the number of months employed since their last anniversary date prior to their termination.

13.8 Personal Property

The County will repair or replace clothing, eyeglasses and personal property not to exceed the actual cash value of such property that is damaged or destroyed in the line of duty. 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.

13.9 Training

The Employer will adhere to the training standards of the Washington State Criminal Justice Training Commission. The County will provide an ongoing training program for all sections covered by this agreement.

13.10 Bargaining Unit Positions

Bargaining unit positions shall not be supplanted on a regular basis by Cadets, volunteers, or any other person outside of the bargaining unit other than commissioned personnel. In emergency situations, except staff shortages or predicable vacations, any member of the staff may be utilized for any emergency that takes place. In normal operations, bargaining unit employees shall not perform non-bargaining unit work nor vice versa. Acting supervisor assignments shall be bargaining unit work.

13.11 Probationary Employees

The first twelve (12) months of work 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. (Also see 4.3.9)

13.12 Specialized Assignments

The employer may create specialized assignments within the work force. The selection/ removal criteria for these assignments will be fair and equitable to all employees and not exclude minimum qualified applicants. The selection, continued assignment, or removal of employees to/from Specialized Assignments will be at the sole discretion of the employer. Assignment criteria will be based on the employee's experience and performance, which must be consistent with the needs of the assignments. The assignment shall occur concurrently with the shift bid.

13.12.1 Prerequisites for Specialized Assignments shall be included on any posting or recruitment for the position and shall include, but not be limited to the following:

13.12.1.1 Having completed the employee's probationary period and twenty-four (24) months as a Corrections Officer, Maintaining satisfactory attendance,

13.12.1.2 Satisfactory overall job performance,

13.12.1.3 Must demonstrate the ability to work independently,

13.12.1.4 Must demonstrate the ability to maintain attention to detail and accuracy.

13.12.2 Length of any specific assignment shall be (five) 5 consecutive years with a minimum of two (2) years separating the same specialty assignment. Employees may be selected to a different Specialized Assignment after one (1) year in a non-specialized assignment. Time frames may be waived by mutual agreement. The employers will post a roster of those employees who are holding Specialized Assignments, which will include the specific assignment, date the assignment began and the expected date the assignment will conclude.

13.12.3 Specialized Assignments

13.12.3.1 Training Unit – 5

13.12.3.2 Geiger Transport Unit – 5

13.12.3.3 Law Library- 5

13.12.3.4 Classification Unit – 5

13.12.3.5 Jail Maintenance – 5

13.12.3.6 Work Crew-5

13.12.3.7 Programs-5

13.12.3.8 OMS-5

13.13 Extra Assignments

13.13.1 Field Training Officers (FTO) Compensation

FTOs will receive an additional four (4) hours of overtime pay per month at the current wage of the FTO. This compensation will be continuing as long as the employee holds the FTO assignment and shall not be predicated on being in an active training phase.

13.13.2 Correctional Response Team (CRT) Compensation

CRT members will receive an additional four (4) hours of overtime pay per month at the current wage of the CRT member. This compensation will be continuing as long as the CRT member holds the CRT assignment and maintains the prescribed levels of physical fitness, training, attendance, and skill proficiency.

13.13.3 Instructor Compensation

Certified instructors in Taser, Firearms, Defensive Tactics, First Aid and EVOG, will receive an additional four (4) hours of overtime pay per month for only those months they actually do instructing.

13.13.4 Security Threat Group Unit (STGU)

STGU members will receive an additional four (4) hours of overtime pay per month at the current wage of the STGU member. This compensation will be continuing as long as the STGU member holds the STGU assignment.

13.14 Any additional hours worked in excess of the regular work shift or week by an FTO or CRT member will be compensated in accordance with Article 9.2, of this agreement.

13.15 Member Facility Assignments:

13.15.1 All members hired before December 31, 2012 may voluntarily transfer to another facility but will not be involuntarily transferred without cause. When cause exists to transfer an employee involuntarily, a labor management meeting will be held within ten (10) days. The employer will notify the union of the reason(s) for transfer, the affected member(s), and duration of the transfer (temporary or permanent).

a. Members who request voluntarily transfer to another facility:

1. Will be required to complete a training program. Members who are unable to complete the training program will be re-assigned back to the facility they came from without prejudice.
2. Will remain at the new assignment for a minimum of twelve (12) months before requesting another voluntary transfer.
3. For the purpose of bidding post positions or vacations, it is agreed these members will retain their seniority and bid in order of seniority.
4. The employer will attempt to grant any bid vacation days.
5. No transfers will be allowed that displace any current member at either facility. Only when there is a vacancy will the transfer be allowed.
6. Voluntary transfers will be approved based on seniority with those members with the highest seniority being approved first.
7. Voluntary transfers will be approved only when there is an open position on the shift bid that has not been vacated by management for staffing needs.

- Voluntary transfers will not be approved until all involuntary transfers have been given a one (1) time first right of refusal to transfer back to the facility in which the member came from regardless of time spent at the new facility.

13.15.2 All members hired after January 1, 2013 may voluntarily transfer to another facility but may also be assigned to any facility based upon the needs of the department. When the employer determines the need to transfer members hired after January 1, 2013, the employer will notify the union of the reason(s) for transfer, a list of the effected member(s), and duration of the transfer (temporary or permanent).

- a. Members will be given a minimum fourteen (14)-day notice before reporting to their new assignment unless the transfer is for cause.
- b. The employer will attempt to grant any bid vacation days.
- c. Members will be required to complete a training program for the new assignment.
- d. For the purpose of bidding post positions or vacations, it is agreed these members will retain their seniority and bid in order of seniority.

If staffing allows for transfers, members involuntarily transferred will have a one (1) time first right of refusal to transfer back to the facility in which the member came from regardless of time spent at the new facility.

13.15.3 Any member requesting a voluntary transfer to another facility will fill out a transfer request form and submit it to the training unit. These requests will be ranked by the order they're received. The training unit will maintain a list of those members who request voluntary transfers, have been voluntarily transferred, who have been involuntarily transferred and assigned at the needs of the department. Members on these lists who are eligible for transfers will be offered vacant positions prior to any new employee being assigned. Priority will be given to those members who've been involuntarily transferred without cause at the needs of the department.

13.15.4 Former Employees Returning to Work Corrections Officers will be allowed to return to work without completing the competitive testing process if they meet the following criteria:

1. The Director approves their written request to return to work. The Director has the discretion to approve or deny the request;
2. The former employee must apply through an open recruitment;
3. They satisfactorily complete integrity/background process including physical/drug test to include the time frame of separation;
4. They left employment in good standing and had successfully completed their probationary period with Detention Services; and
5. It's been twelve (12) months or less since their last day of work.

13.15.5 If the employee left in good standing and at the Director's discretion, the returning Correction Officer may be allowed to return to the same salary step as when they left employment and must satisfactorily complete a new probation period.

13.15.6 If the employee is rehired within thirty (30) consecutive calendar days after separation, their service and longevity will be bridged and they will retain their original date of hire. The employee will accrue vacation and sick leave at the same rate as before separation. Sick leave balance will be reinstated at the recorded balance at the time of separation.

After a break of more than thirty (30) days but no more than twelve (12) months, they will receive a new hire date, Employees will accrue vacation and sick leave at the same rate as before separation. Sick leave balance will not be reinstated.

If the Director approves a request and no vacant position is available, they will receive the next available vacancy occurring within twelve (12) months. Returning Corrections Officers may request a facility assignment, but it is understood the request may not be accommodated due to the needs of the department.

13.16 Use of Video Recording System Proposal

Spokane County shall not utilize the video recording system for the purpose of initiating disciplinary investigations (i.e. supervisors and managers shall not be conducting “fishing expeditions” for acts of employee misconduct through the video recording system).

1. In the event that a written complaint has been made relating to the conduct of a Local 492 member, the County may access the video recording for the purpose of investigation and utilize the video recording as part of its investigation.
2. In the event a review of the video recording discloses a separate incident of misconduct, the County may utilize the recording to initiate a separate investigation so long as the discovery of the separate incident is incidental and inadvertent to its review under section 1 above, and so long as the separate incident occurred shortly before or after the incident being investigated.
3. The County may also review the video recording system in the absence of a written complaint in the event of a major incident (suicide, riot, etc.), but may not utilize the video recording as a basis of discipline without other corroborating evidence.
4. Employees who are required to write a report (such as a Use of Force report) shall be allowed access to the video recording system prior to writing the report.
5. An employee who is the subject of a written complaint or investigation shall be allowed to privately view the video with a Union representative immediately prior to his/her interview concerning the alleged misconduct.
6. The County shall retain recordings for a minimum of sixty (60) days and upon request shall provide Local 492 with copies of any recordings utilized by the County in an investigation of misconduct. All recordings retained by the County after sixty-one (61) days will fall under the proper Washington State Public retention and destruction schedule.

ARTICLE XIV - INSURANCE BENEFITS

The Employer agrees to provide employees with at least two (2) medical plans of which at minimum one plan will be a Preferred Provider Plan (PPO) and one will be a Health Maintenance Organization (HMO).

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

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

14.1.2 Employee's monthly premium share is deducted in advance and 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.

No provision for retiree medical plan.

The employer agrees that for the term of this agreement, the out-of-pocket maximums for the PPO & HMO plans will be as follows:

- HMO - \$1,000 - Individual/\$3,000 - Family
- PPO - \$2,000 - Individual/\$6,000 - Family

14.1.3 No double coverage for employees of Spokane County.

14.2 Dental:

14.2.1 Employees monthly premium share towards dental will match medical's premium share as outlined in Article 14.1.1 above.

14.2.2 The Employer agrees to provide employees with at least two (2) dental plans-of which at minimum one plan will be a Preferred Provider Plan (PPO) and one Dental Maintenance Organization (DMO).

14.3 Life Insurance:

The Employer agrees to provide and pay the full premiums for a \$25,000.00 Employee Life Insurance Policy. Supplemental life insurance is available at the employee's option and eligibility. The expense of the supplemental insurance is that of the employee.

14.4 In the event the County makes changes to these insurance benefits/benefit plans during the life of this Agreement, Union will be provided with notice and an opportunity to impact bargain the effects prior to implementation.

ARTICLE XV - 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 XVI - SUPPLEMENTAL AGREEMENT

This Agreement may be amended, provided both parties concur. Supplemental agreements may be completed through negotiations between the parties at any time during the life of the Agreement. Should either party desire to negotiate a matter of this kind, it shall notify the other party in writing of its desire to negotiate. Supplemental agreements thus completed will be signed by the responsible Union and County officials. Supplemental agreements thus completed shall become a part of the Agreement and subject to all its provisions.

ARTICLE XVII - TERMINATION

This Agreement shall be effective as of the 1st day of January 2020 and shall remain in full force and effect until the 31st day of December 2024. Negotiations for a successor agreement shall proceed in accordance with RCW 41.56.440 or as agreed by the parties.

IN WITNESS WHEREOF: the parties hereto have set their hand this _____
day of _____, 2022.

FOR THE UNION:

President, Local 492

Council 2, Staff Representative

FOR THE EMPLOYER:

Al French, Commissioner

Josh Kerns, Commissioner

Mary Kuney, Commissioner

Michael Sparber
Detention Director

Ashley Cameron
Senior Human Resources Director

Joshua Groat
Employee & Labor Relations Manager

APPENDIX A - SALARY RANGES

TITLE

Employees who are hired as Corrections Officers may receive a starting wage that exceeds the entry level wage depending on work experience as determined by the Employer and the Human Resources Department.

Corrections Officer:

- 2020 – 0% Wage Increase; Lump Sum payment to all 492 employees at the time of ratification equal to 2% of the employee’s gross earnings in 2020. Including 492 employees who have separated employment that worked in 2020. In order for separated employees to get this benefit each separated employee must make an individual request to the County and provide updated contact information. This request must be made within sixty (60) days following the Board’s final approval of the agreement.
- 2021 – 0% Wage Increase; Lump Sum payment to all 492 employees at the time of ratification equal to 2% of the employee’s gross earnings in 2021. Including 492 employees who have separated employment that worked in 2021. In order for separated employees to get this benefit each separated employee must make an individual request to the County and provide updated contact information. This request must be made within sixty (60) days following the Board’s final approval of the agreement.
- January 1, 2022 – 10% Wage Increase (provided the agreement is ratified on or before March 3, 2022)
- January 1, 2023 – 6% Wage Increase
- January 1, 2024 – 6% Wage Increase

	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7
2020	\$ 22.76	\$ 23.92	\$ 25.14	\$ 26.43	\$ 27.79	\$ 29.21	\$ 30.70
2021	\$ 22.76	\$ 23.92	\$ 25.14	\$ 26.43	\$ 27.79	\$ 29.21	\$ 30.70
2022	\$ 25.04	\$ 26.31	\$ 27.65	\$ 29.07	\$ 30.57	\$ 32.13	\$ 33.77
2023	\$ 26.54	\$ 27.89	\$ 29.31	\$ 30.82	\$ 32.40	\$ 34.06	\$ 35.80
2024	\$ 28.13	\$ 29.56	\$ 31.07	\$ 32.67	\$ 34.35	\$ 36.10	\$ 37.94

APPENDIX B - SCHEMATIC OF GRIEVANCE PROCEDURE

STEPS

CORR. OFFICERS

1 Corrections Sergeant/Corrections Lieutenant

2 Detention Director or Designee

Detention Director

APPENDIX C – LAG PAY SYSTEM

The employees shall be paid in accordance with the County's payroll schedule. The County will implement a County wide lag pay system no earlier than January 1, 2023 or December 31, 2023. A six (6) month notice will be provided to the bargaining unit prior to implementation.

- If implemented on January 1, 2023, the first pay period will be as follows: Start January 1 through pay end date January 14, 2023. Employees will be paid on January 20, 2023. (a one-time, 7 day delay in pay checks being issued)
- If implemented on December 31, 2023, the first pay period will be as follows: Start December 31, 2023 through pay end date January 13, 2024. Employees will be paid on January 19, 2024 (a one-time, 5 day delay in pay checks being issued).
- Once the lag pay system is implemented, employees will be paid bi-weekly on every other Friday.
- Pay periods will always be a 14 day period.
- The number of yearly pay periods will be changed from 24 pays to 26 pays.
- In recognition that this change could have an impact on employees, options that may be offered to the employees to bridge this delay may be:
 - The ability to do a one-time cash out of accrued Vacation or Comp time up to forty (40) hours.
 - Ability to take out a 0% interest loan out that will be repaid during the course of their employment or upon separation.
 - If any other options are developed at the time of implementation, the options will be offered to the members of this bargaining unit.
- If there is a delay in the implementation for this bargaining unit, at least 60 days notice will be given with the new anticipated implementation date.

APPENDIX D – 12hr Shifts

The Union and the County agrees to a trial period to test twelve (12) hour shifts. If the Union and the County mutually agree to permanently add the twelve (12) hour shifts after the trial period, the language will be formally incorporated into the next CBA.

- The Union agrees to add in the 12hr language, with a one (1) year trial period (3 bid periods).
- The Union will be given one (1) bid period notification prior to the trial period commencing.
- There will be a fourteen (14) day schedule that will work as follows:
 - Week One: 4 consecutive days on, 3 days off
 - Week Two: 3 consecutive days on and 4 days off.
- In order to cover vacancies all current contract language will continue to be followed regarding how unpredictable and predictable overtime assignments are covered.
- The Union will be given one (1) bid period notification prior to the trial period commencing.
- Permanent implementation of 12hr shifts will not take place at the end of the trial period without union approval following a vote of the membership.
- The Union shall conduct the vote and have the results prior to the end of the trial period completion and in time for the 1st bid period following the trial period expiration.