

2022 Negotiations between
Spokane County, Spokane County Sheriff
and
Council 2, Local 492-SO

County's Non-Economic Proposals
September 8, 2022

**All proposals may be withdrawn at any time by either party. All final tentative agreements are subject to approval by both the Union's voting membership and the Spokane County Board of County Commissioners.

*****All provisions will become effective within two pay periods of the final approval by both the membership and the Board of County Commissioners, unless explicitly stated within the agreement.***

Non-Economic Proposal #1

PREAMBLE

This Agreement is made and entered into by and between Spokane County, referred to as the Employer and Local 492-(XX) of the Washington State Council of County and City Employees, affiliated with the American Federation of State, County and Municipal Employees, AFL-CIO, hereinafter referred to as the Union. All items shall be binding for both the Employer and the Union, including those items specifically identified in the individual supplements to this Agreement.

Non-Economic Proposal #2

UNION RECOGNITION AND BARGAINING UNITS

The Employer recognizes Local 492-(XX) of the Washington State Council of County and City Employees of the American Federation of State, County and Municipal Employees, Council 2, AFL-CIO, as the exclusive bargaining representative for all regular employees listed in the classifications found in Appendix (___) for the purposes of collective bargaining with respect to wages, hours and other conditions of employment.

Non-Economic Proposal #3

PURPOSE

The purpose of this Agreement is:

- a. To promote harmonious relations between the Employer and the Union;
- b. To establish equitable uniform and peaceful procedures for the resolution of differences;
- c. To discuss and establish reasonable rates of pay, hours of work, benefits and conditions of employment;
- d. To promote the highest degree of efficiency, effectiveness and employee responsibility in the performance of work;
- e. To enhance the general efficiency of Spokane County;
- f. To eliminate as far as possible political considerations from policy;
- g. To promote the morale, well-being and security of the employees;
- h. To prevent interruptions of work and interference with the effective and efficient operations;
- i. To provide a prompt, orderly and consistent method for handling and processing grievances; and to set forth the complete Agreement of the parties.

Non-Economic Proposal #4

WARRANTY OF AUTHORITY

The officials executing this Agreement on behalf of the Employer and the Union subscribing hereto are acting under the authority of RCW 41.56 to collectively bargain in good faith on behalf of the organizations which they represent.

PLEDGE AGAINST DISCRIMINATION

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

Union Membership/Activities: The County agrees not to interfere with the rights of employees to become members of the Union and there shall be no discrimination, interference, restraint, or coercion by the Employer/ representative(s) against any employee because of Union affiliation or Union activities.

Responsibility: The Union recognizes its responsibility as bargaining agent and agrees to represent all employees in the bargaining unit without discrimination, interference, restraint or coercion.

UNION SECURITY

Union Security

The Employer recognizes the Washington State Council of County and City Employees, AFSCME, Council 2 and its affiliated locals (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.

Further the County recognizes the provisions and requirements of RCW 41.56 concerning wages, hours, and working conditions. It is the right of Council 2 to represent one or all of its members concerning all contract issues and disputes. The County and its Administrators agree not to interfere with the right of its employees to become members of Council 2. The County also agrees not to discriminate, interfere, coerce or threaten in any manner any of Council 2's membership or representatives because of their affiliation or activity with this organization.

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.

If the Employer is provided a written Authorization for Payroll Deduction and Representation card form by the employee, the Employer shall provide to the Union, a copy of the authorization via email that shall be sent to C2everett@council2.com within ten (10) calendar days of receiving the authorization.

The Union shall provide to the County, proof (written or electronic) of the Authorization for Payroll Deduction and Representation form via email that shall be sent to AuditorPayroll@spokanecounty.org within ten (10) calendar days of the employee exercising this authorization.

Union payroll authorization card forms are valid whether paper or electronic and the Employer & the Union shall maintain their copies of the Union's Authorization for Payroll Deduction and Representation card forms in secure locations that is are available for review by either party upon request.

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 forms. 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.

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.

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, paid, to meet with the new employee(s) at the conclusion of the orientation presentation or if they so choose, at a time that is mutually agreeable between the Union and the Department, to provide each new employee a basic overview of the employees' rights and responsibilities regarding Union membership, dues authorization and Union insurance.

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.

The Employer shall 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, and a copy sent to the Local Treasurer, after such deductions have been made.

The Human Resource Department, once each month, will provide electronically to the WSCCCE (Spokane Office) a bargaining unit report which contains the following member information: Employee's full name, home mailing address, home telephone number, work telephone number (if applicable), work email address (if applicable), job code number, job classification title, salary range and step, denote 37.50 or 40 hours per week, employees hourly and monthly compensation, County's date of hire, and the date this employee actually transferred into the Local.

Non-Economic Proposal #7

Definitions:

Regular Employee:

An employee who has successfully completed their new hire probationary period.

Full Time Employee:

A regular employee who regularly works a minimum of 37.50 hours per week on a continuing basis.

Percentage Employee:

A regular employee who works less than 37.50 hours, but more than 50% of a full time schedule, on a continuing basis.

Probationary Period

During such probationary 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.

Non-Economic Proposal #8

UNION/MANAGEMENT RELATIONS

Meetings

It is mutually agreed that a Committee from the Union and a Committee from Management conduct regular Labor/Management meetings for the purpose of resolving problems that may arise and to promote the general climate of Labor/Management Relations. Meetings shall be conducted quarterly but they may be scheduled more often by mutual agreement.

Paid time for attending Labor Management meetings will stop at the end of the employee's regular work schedule time and overtime will not be paid if the meeting extends beyond the employee's regular work schedule time unless overtime or flex time is mutually agreeable.

Committee

The two (2) Committees shall be comprised of ~~three (3)~~ members from the Union and ~~three (3)~~ members representing Management. Additional persons may be invited to participate by mutual agreement. Meeting agendas will be prepared in each case and submitted in advance of each meeting unless otherwise agreed. Meetings shall be held quarterly.

Non-Economic Proposal #9

Management Rights

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

- A. Determine the Employer's functions, programs, organizational structure and use of technology;
- B. Determine the Employer's budget and size of the agency's workforce;
- C. Direct and supervise employees;
- D. Take all necessary actions to carry out the mission of the county and its agencies during emergencies; in accordance with Article 13.
- E. Determine the Employer's mission and strategic plans;
- F. Establish work schedules and starting times;
- G. Establish work performance standards, which include, but are not limited to, the priority, quality and quantity of work;
- H. Establish, allocate, reallocate or abolish positions, and determine the skills and abilities necessary to perform the duties of such positions; in accordance with Appendix 6.
- I. Select, hire, assign, reassign, evaluate, retain, promote, demote, transfer, and temporarily or permanently lay off employees, in accordance with this agreement and supplemental agreements;
- J. Determine, prioritize and assign work to be performed;
- K. Determine the need for and the method of scheduling, assigning, authorizing and approving overtime; in accordance with Article 15
- L. Determine training needs and methods of training;
- M. Suspend, discharge and/or take other disciplinary actions, in accordance with Article ___

The employers will provide the union(s) with official written notice of their intent to make changes that fall within the terms of Article 6.3. This notice will provide the union(s) with the intended changes and target implementation date but will be no less than seven (7) calendar days prior to the target implementation date.

The seven (7) calendar day period is provided as a comment period for the unions(s) to meet with the employer and make comments/suggestions.

Nothing in this article is intended as a requirement, prohibition or waiver as to the rights of the Employer or Union as set forth in Article 6 of this agreement.

UNION ACTIVITIES/FUNCTIONS/BUSINESS

Notice and Authorization of Union Representatives

The Union agrees to provide an updated list to elected officials, department heads and Human Resources of who is authorized to represent the Union in any matters outlined in this article. An "authorized representative" is one who is appointed or elected by their Local Union. Prior supervisor approval shall be obtained for absences from the workplace. Such approval shall not be unreasonably withheld. Absences from the workplace for Union activities/functions shall be documented by use of a leave slip.

Types of Activities

The Employer agrees that during working hours, on the Employer's premises and without loss of pay, authorized Union representatives shall be allowed to consult with the Employer, his/her representative(s), Local Union officers, other authorized Union representatives or members concerning contract questions and problem solving in an effort to resolve issues at the lowest possible level. The Union agrees to first receive the approval from their appropriate elected official, department head or designee who may deny the request pursuant to the above and agrees to carry out these activities at times which are the least disruptive to the workplace.

The Employer agrees that representatives of the American Federation of State, County and Municipal Employees, whether Local Union representatives, State Council representatives, or International representatives shall upon notification to and approval of the elected official/department head or designee, have full and free access to the premises of the Employer at any time during working hours to conduct Union activities, without disrupting the regular functions of the department.

Examples of Union activities are as follows:

- Process grievances;
- Participate in PERC hearings as a direct participant, i.e. as a witness, shop steward and/or president of the Local involved. Notification will be given to the department of those requested to attend. Witnesses are those people who are testifying or about to testify at the PERC hearing;
- Attend Labor/Management meetings in accordance with Article ___
- Attend negotiation meetings;
- Distribute Union literature;
- Transmit communications, authorized by the Local Union or its officers, to the employee, Employer or his/her representative(s).

Union Functions

The Employer agrees to grant authorized Union representatives time off with pay, not to exceed an accumulative total of ten (10) working days in any calendar year to attend or represent the Union at Union functions.

To ensure adequate staffing, no more than (1) employee in a work unit will participate in a Union function at one time. A "work unit" shall be defined as a group of employees who answer to a common supervisor. Exceptions to the above limitations can be made by mutual agreement.

Example of functions are as follows:

- Union Conventions;
- Council 2 Executive Board Meetings/Training

- Other functions that management agrees are beneficial to the County

Union Business

The Union agrees to conduct Local Union business at times other than normal county business hours. Examples of Local Union Business are as follows:

- General membership meetings
- E-Board meetings
- Elections

HOURS OF WORK

Probation Employees

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

Regular Hours

Eight (8), nine (9) or ten (10) consecutive hours of work, except for interruptions for a thirty (30) minute minimum paid lunch, shall constitute a workday. All employees' work schedules shall provide for a ten (10) minute minimum rest period during each half shift. Employees may be required to stay at their work site during their lunch or break periods when requested or during emergencies.

Work Week

The normal work week shall be any consecutive seven (7) day period, five (5) consecutive eight (8) hour workdays (5/8's) and two (2) days of rest, or four consecutive ten (10) hour workdays (4/10's) and three (3) days of rest, or a schedule of (9/80's).

Schedule

All employees shall be scheduled to work on a regular work shift which shall be determined from time to time by management based on the needs of the work, and each shift shall have regular starting and quitting times except in emergencies. Employees may be required to report to their work site before the scheduled start time or stay after the scheduled quitting time.

Normal work schedules showing the employee's shifts, workdays and hours shall be posted where needed two (2) weeks prior to shift change. Shift changes following a regular sequence of rotation need not be posted.

Daylight Savings Time

Employees whose work shifts are extended by 1 hour due to 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 or use one (1) hour of vacation in the spring due to the time change.

Alternative Work Schedule

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

- A. Supervisor(s) will work out the schedule. Efforts will be made to accommodate preferences; however, first priority will be Unit coverage. If any conflicts occur; seniority will prevail. The Supervisor(s) or Employees may cancel the program at any time and revert to the conventional work schedule. A minimum two-week notice will precede any cancellation or changes.
- B. Annual leave, sick leave, personal holidays and comp time must be taken hour for hour. If any Employee is scheduled to work 9 hours, then 9 hours of time must be used.
- C. Employees on the Alternative Work Schedule whose regular work day differs from the eight (8) hour day shall have their Holidays paid for as the number of hours in their actual work day.
- D. If a Holiday falls on an Employees scheduled day off the Employee may have the working day following or working day previous to the holiday off. Exceptions must be approved by the Supervisor(s).

Nothing contained in this Agreement shall be construed to limit management's authority to modify the hours of work or work week. The Union shall be notified of changes in the hours of work or work week that have significant impact on employees prior to their implementation.

Non-Economic Proposal #12

SICK LEAVE (PERS1) (Applicable Still??)

Eligibility and Accumulation

Sick leave may accumulate to a total of six hundred hours unless employee opted out of County disability leave back in the 1980s. If the employee opted out of County disability leave, sick leave may accumulate to a total of one thousand forty (1040) hours. An additional four hundred (400) hours of sick leave may be accumulated and held in reserve for use. No part of the additional four hundred (400) hours reserve sick leave shall be paid off upon termination under the provisions this Article.

Unused Sick Leave

Employees Covered by PERS I:

The parties mutually agree that cash out of unused accrued sick leave (fifty percent (50%) of one thousand forty (1040) hours), compensatory time, or any other claimed accumulation of unused time off shall be included in the calculation of the employee's retirement pension.

LEAVES OF ABSENCE

Eligibility, Application and Authorization:

Employees shall be eligible for leaves of absence not mandated by State or Federal law after the new hire probationary period. For the purposes of Leaves of Absences the probationary period is time in service worked.

Any request for leave shall be submitted in writing by the employee to his/her Sheriff or designee. The request shall state the reason the leave is being requested and the appropriate length of time the employee desires.

Authorization or denial for a leave shall be furnished in writing to the employee by his/her Department Head or Elected Official within five (5) calendar days. Requests for emergency/immediate leave not covered by other leaves shall be answered by the end of the shift if possible. Any denial for a leave shall include written reason(s) for denial.

State or Federal laws, that cover military, maternity family leave or any other leave shall be posted in all departments, shops, offices, where employee notices are normally posted.

Types of Leave:

Leaves granted by the Sheriff or designee include, but are not limited to, the following:

A. Jury Duty:

Leave shall be allowed by the head of a department to permit an employee to serve as a member of a jury. Each employee who is granted such leave and receives any compensation, shall be paid by the Employer for the time he/she is absent only in the amount of the excess of his/her regular salary over the compensation received for such jury duties. The Employer may request the court to excuse or defer him/her. In the event an employee reports for jury duty and is released by the court they must report to their immediate supervisor as soon as possible during the day they are released.

B. Court Appearance:

Leave with pay will be authorized for employees required to appear in court only if they are not a party to the action and it is work related.

C. Voluntary Civic Duties:

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

D. Military:

The Employer agrees to grant military leave in accordance with State and Federal law for a period not exceeding twenty-one (21) working days during each beginning October 1 and ending the following September 30th each year.

E. Educational:

Full time employees, at the Employer's option, may be granted paid leaves for job related educational and training purposes - not to exceed one (1) accumulative month in any calendar year - to attend conferences, seminars, briefing sessions, or other functions of a similar nature that are intended to improve or upgrade the individual's skill or professional ability. Mandatory training, certifications and licenses required by the job shall be negotiated in Supplemental Agreements.

F. Maternity Leave:

The Employers agree to grant maternity leave in accordance with State and Federal laws.

G. Family Leave:

In accordance with the provisions of RCW 49.12 and any other State and Federal law, the Employer agrees to grant family leave. Employees shall have the option of using accumulated sick leave, annual leave or comp time while on family leave.

H. Bereavement Leave:

Bereavement leave entitles a member up to three (3) working days off with pay, not chargeable to sick leave balance if a member suffers a death of a member of his/her immediate family as defined above. Bereavement leave in the case of a spouse or a child is allowed up to ten (10) working days.

In addition:

- Two additional working days 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 twenty-five miles outside of Spokane County.
- Bereavement leave can be utilized over a six (6) month period after the death.
- If the employee requires additional bereavement time, they may request additional time off chargeable to compensatory time, annual leave or PTO.
- Immediate family: Immediate family shall be defined as follows: Spouse, State Registered Domestic Partner, parent, step-parent, child (biological, adopted, step or foster) regardless of age or dependency status, sibling, grandparent, grandchild, father-in-law, mother-in-law, brother-in-law, sister-in-law, daughter-in-law, son-in-law or a more distant relative if living as a member of the employee's immediate family

Compensation for Absences Due to Widespread Emergency:

- A. If County offices have not been closed and individual employees are unable to report to work or are permitted to leave early such absences are to be charged to personal holiday time, accrued vacation or accrued comp-time. If such accrued leave time is not available to that employee, such absence will be without pay.
- B. Employees who are late arriving to work due to the current weather/road/emergency conditions may charge the time to accrued leave, take the time without pay, or make up the time at a maximum of their regularly scheduled shift. Time must be made up in the pay period the lateness occurred. No overtime will be paid when the employee is making up the time.
- C. In the event the Board, after consultation with the Sheriff, determines to close County operations and directs employees to go home, all but essential personnel shall be released, and they shall be paid for the time off the job. Such pay shall not be charged to accrued leave time.
- D. Any ongoing construction work is not considered an emergency under this article.

County Activities:

Leave may be allowed by the Employer to permit an employee to interview and take examinations for County positions and may be allowed to serve on County committees during working hours without loss of pay.

Classifications

Positions and Classification Specifications:

Position:

Single job, specific aggregate of duties and responsibilities assigned by department management to be performed by one employee within the Department.

Classification:

One or more positions that are sufficiently alike with respect to duties and responsibilities to warrant using the same title, qualification requirements, descriptions/class specifications, job code number and pay grade as listed in Appendix (___). Different positions within a classification may use different selection factors and recruitment processes.

If the County makes updates to a classification specification, the County will provide the Union fourteen (14) days notice prior to the implementation of the revised specification. The Union will have fourteen (14) days from receipt of the notice to negotiate discuss the impact of changes to the existing classifications. The parties may extend the time frames by mutual agreement.

Reclassification

The Local Bargaining Unit, via the Union Staff Representative, may make requests to the Elected Official/Department Head and/or designee, along with Human Resources and/or Civil Service, to review up to three (3) individual positions per year, per local bargaining unit to see if the employee(s) are working outside of their classification. The Union must provide all evidence/documentation they believe would support their position at the time of the requested review.

If after review, Human Resources and/or Civil Service, and the Elected Official/Department Head and/or designee agree that the employee is working outside of their classification, the following options may take place:

1. The Elected Official/Department Head and/or designee shall commence paying the employee out of class pay for performing these duties; or, they may immediately reassign the additional duties to the appropriate classification or,
2. If it is determined that there is a need for a higher-level position and it is approved to be established within the department, the position will be posted for five (5) working days. After the five (5) working days application period, the Department Head and/or designee will review all applications and award the position to the most qualified applicant.

If after review of the Union's evidence/documentation, Human Resources and/or Civil Service and the Elected Official/Department Head and/or designee do not find that the employee is working outside of their current classification, no further action will be taken.

Pay Rate Upon Reclassification:

A. Reclassification to a higher classification:

If an individual position is reclassified with an incumbent employee in the classification and there is no competitive recruitment process, the employee shall be placed at the lowest step in the new range that provides at least a 5.12%, over the rate of pay received immediately prior to the reclassification or at the minimum step of the new range, whichever is greater. The resulting increase cannot exceed the maximum step of the new range. The employee will receive a step increase twelve (12) months after the effective date of the reclassification. Subsequent step increases shall be at twelve (12) month intervals until the top step is achieved.

B. Reclassification to a lower classification:

If an individual position is reclassified with an incumbent employee in the position, the employee shall be "Y" rated. "Y" rating shall be defined as follows: An employee shall continue to receive compensation at their current rate if that rate is higher than that provided for their new classification/position. The employee will be considered ineligible for an increase in pay until an adjustment in the salary structure or a promotion to a classification with a higher salary range brings the employee's rate of pay within the established range for the position.

Pay Rate Upon Promotion:

A current regular employee who is promoted shall be paid at the step in the new range which represents at least a minimum of 5% over the rate of pay received immediately prior to the promotion or at the minimum step of the new range, whichever is greater, provided that such increase does not exceed the maximum step of the new range. If the promotion is a result of a competitive recruitment for a new or vacant position, the employee will receive a step increase six (6) months after the effective date of beginning the new job assignment. Subsequent step increases shall be at twelve (12) month intervals until the top step is achieved.

Pay Rate Upon Demotion or Reduction:

- A. An employee who is demoted/reduced shall be paid in the range for the lower classification at a rate that is closest to their rate prior to the demotion without exceeding the prior rate. Upon demotion, the existing anniversary date shall be eliminated and the date of such demotion shall be used to calculate the new anniversary date.
- B. An employee who returns to their former classification during their probationary period following promotion shall be placed at the same step they held prior to the promotion and receive the same step date in the lower pay range as held before promotion, provided that adjustments shall be made to take into account any step increases which would have occurred had the employee not been promoted.
- C. An employee who accepts a demotion/reduction or bidding to a lower classification, or a previous classification shall be placed in the step that causes the employee the least amount of financial loss.

Pay Rate Upon Transfer:

An employee who transfers from one position to another within the same classification or different classification within the same salary range, shall continue to receive the same rate of pay as before the transfer and retain their current step increase date.

Promotions, Vacancies, and Transfers

Definitions:

1. Promotions: When an employee moves into a job classification with a higher pay range.
2. Vacancy: When an existing position is not occupied.
3. Lateral Transfer: The movement of any regular County employee from one Department to another within the same job class specification.
4. Demotion: When an employee moves into a job classification (position) with a lower pay range.
5. New Position: A created position.
6. Review Period: When an employee is new to a position, from either promotion or hired from outside another regular County position. During such period, an employee may be transferred, laid off or terminated at the discretion of the Employer. Review period employees continued in service of the Employers following the completion of the review period shall become regular employees.
7. Reassignments: Movement of an employee from one assignment to another within the same class specification (job classification).

Review (Probationary) Period:

New Hire Probation Period shall be a period of twelve (12) months following their hire date. This period may be extended to account for any unpaid leave of absence taken by the employee during this time period.

- a) During the new hire probation period an employee may be transferred, laid-off or terminated at the discretion of the Employer.
- b) Should an employee promote during their new hire probationary period, they shall remain on probation for the remainder of their new hire probationary period or six (6) months, whichever is longer.
- c) Employees who promote during their new hire probation period shall be eligible to revert back to their former position within sixty (60) if their former is still unfilled; and if mutually agreed to by their former Elected Official/Department Head or designee the employee at any time during their new hire probationary period may request to revert back to their former position if there is a vacancy.

Promotional (Review) Probation Period shall be a period of six (6) months following the effective date of their promotion. This period may be extended to account for any unpaid leave of absence taken by the employee during this time period.

- a) During their promotional review period, employees shall be eligible to revert back to their former position within 30 calendar days (or up to 60 calendar days if their former position is still unfilled) by request of either the employee and/or their immediate supervisor; and, if mutually agreed to by their former Elected Official/Department Head or designee, the employee at any time during their promotional probation period may request to revert back to their former position if there is a vacancy.
- b) After the first 30 calendar days, during the promotional review period, an employee may be transferred, laid-off or terminated at the discretion of the Employer.

Laterally Transfers:

Qualified employees who are already a Supervisor laterally transferring from one Department to another, in the same job classification, may upon their request or their supervisor's request, return to their former position within thirty (30) calendar days or up to sixty (60) calendar days of the change of positions if their former position is still unfilled.

Promotions:

Promotions to a higher classification within the Bargaining Unit shall be based on ability, then seniority.

Demotions:

1. Voluntary demotions from higher to lower classifications within the Bargaining Unit may be made at the request of the employee with the approval of Management.
2. Involuntary demotions will be made based on the staffing needs of the individual Department/Division and/or job performance of the individual employee. Such determination shall be supported by appropriate documentation by Management and is subject to the grievance process, except during the review period.

Filling Vacancies:

When a job vacancy within the Department occurs, that the employer deems necessary to be filled, a notice shall be posted in accordance with the Civil Service rules

SENIORITY

Seniority shall be defined as follows:

- A. Total length of service within job classification first.
- B. Total length of unbroken service with the Sheriff's Office.

Seniority Computation

For the purposes of computing seniority, all authorized leave shall be considered as time worked. Voluntary unpaid leaves of absence shall not be considered as time worked. Unauthorized leave time shall not be considered as time worked. Employees who are laid off as a result of a reduction in positions and who are subsequently reinstated shall retain their full seniority except for such period of layoff.

In the event of a layoff for any reason, employees shall be laid off in the inverse order of their seniority in the classification in which the work force is being reduced. No layoffs or reduction to a lower classification shall be executed so long as there are temporary employees serving with the affected classification.

No new employee shall be hired in any classification in that department until all employees on layoff status in that classification in that department have an opportunity to return to work.

Disciplinary suspensions shall not adversely affect bidding seniority.

Seniority Posting

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

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.

Probation Period

An employee's probationary period shall be one (1) year from the date of hire. This time period may be extended for time spent on an unpaid leave of absence. During such probationary 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.

DISCIPLINE AND DISCHARGE

Administration:

In the administration of this Section, a basic principle shall be that discipline, other than termination, should be corrective in nature rather than punitive. 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. Oral reprimands may be appealed to the HR Director. The decision of the HR Director shall be final and binding. The decision is not appealable. 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. The employee shall have the right to Union representation at all disciplinary actions or measures. The employer shall inform the employee when a meeting or investigation may result in disciplinary action. Suspensions 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 suspension.

Measures:

Disciplinary actions or measures shall include only the following:

- A. Oral reprimand;
- B. Written reprimand (notice to be given to the employee in writing with reasons);
- C. Suspension (notice to be given to the employee and the Union in writing with reasons within one (1) working day of the suspension). At the employer's discretion, employee's annual leave balance can be used in lieu of an unpaid suspension. Seniority will still be adjusted for the length of the disciplinary suspension;
- D. Discharge (notice to be given in writing to the employee and the Union, with reasons, within one (1) work day of the discharge).
- E. Other forms of disciplinary actions not listed above may be mutually agreed to by authorized representatives of the Union and the County.

Any disciplinary action or measure, other than oral reprimands, may be grieved through regular procedures.

The disciplinary measures above are listed from the least severe to the most severe. Repeated actions by an employee bringing about disciplinary measures may subject the employee to more severe measures. The level of the disciplinary action will be dependent on the severity of the incident.

Suspension/Termination:

The Employer shall not suspend/terminate any employee without just cause.

- A. In cases of suspension/termination, the employee shall have the right to a pre-suspension/pre-termination hearing. He/she shall be presented either orally or in writing with the nature of the charges against him/her, the facts supporting them, and the opportunity to respond to said charges. The employee shall have the right to have a Union representative present. The employee and his/her steward will be notified in writing that the employee has been suspended and/or terminated.
- B. Any employee found to be unjustly suspended or terminated shall be reinstated with full compensation for all lost time and full restoration of all rights and conditions of employment. However, this does not preclude a compromise settlement.

- C. In cases of suspension the following shall apply:
 - 1. A pre-suspension hearing may not be held if the incident warrants immediate action due to safety or security reasons.
 - 2. A response to the charges given to the employee shall be answered within twenty-four (24) hours.

Severe Offenses:

Severe offenses can result in severe disciplinary measures up to and including termination. Proven incidents of the following offenses may result in advanced disciplinary steps in accordance with Article (___). Examples of severe offense may include, but are not limited to, the following:

- A. Theft or conversion of time, money, materials or property from the County or other employees;
- B. Physical altercation or threat of physical violence;
- C. Willfully damaging County property or other employees' property;
- D. Falsifying records or documents.
- E. Abandonment - When an employee is absent for three (3) consecutive workdays and fails to notify their supervisor of an absence, it will be considered a voluntary resignation and severe discipline can result after a pre-disciplinary hearing

Removal of Documents

- A. Adverse material or information related to alleged misconduct that is determined to be false and all such information in situations where the employee has been fully exonerated of wrongdoing will be removed from employee files. However, the Employer may retain this information in a legal defense file and it will only be used or released when required by a regulatory agency (acting in their regulatory capacity), in the defense of an appeal or legal action, or as otherwise required by law.
- B. Written reprimands will be removed from an employee's personnel file after two (2) years from the date the employee received the disciplinary action, if:
 - 1. There has been no subsequent discipline of a similar or like nature; and
 - 2. The employee submits a written request for its removal.
- C. Records of disciplinary actions involving reductions-in-pay, suspensions or demotions, will be automatically removed after five (5) years from the date the employee received the disciplinary action, if:
 - 1. There has been no subsequent discipline of a similar of like nature; and
 - 2. The employee submits a written request for its removal.

GRIEVANCE PROCEDURE

Settlement of Disputes:

Any grievance or dispute which may arise between the parties, concerning the application, meaning or interpretation of this Agreement, shall be settled in the following manner and any grievance settled in any of the steps, including the informal process, found in this Article is final and binding. The parties may agree to extend any time limits contained in this Article. Both parties agree that they will meet at each step of the grievance procedure in an attempt to reach settlement. Time frames specified in this Article may be waived by mutual agreement of the parties in writing. All settlements reached in this Article at any step, including the informal process, shall be in writing and signed by the authorized representatives of the Union and Employer.

Grievances will be submitted to the Employees immediate supervisor with a copy to the HR Manager. Grievances may be submitted in person, by regular mail or by email. Grievances will be submitted on the official Union Grievance Form. The alleged violation must contain the following:

- The specific contract provision violated.
- The specific actions(s) that occurred.
- Who the individual employee(s) are that are affected by the contract violation.
- When the violation is to have taken place.
- The remedy sought.

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 the employee or Union fail to comply with the prescribed time frames, excluding extenuating circumstances, it is agreed that the grievance is waived. Should the Employer fail to respond within the prescribed time frames, excluding extenuating circumstances, the grievance shall be recognized as being moved to the next step. In the event of extenuating circumstances that delay either party meeting the time frames, the parties will meet within five (5) work days following the conclusion of the delay to proceed with the grievance process.

Informal Complaint:

Within seven (7) working days from the occurrence of the matter on which a complaint is based or within seven (7) working days from his/her knowledge of such occurrence, an employee and/or Union Steward/Union Officer shall discuss his/her complaint/contract violation in a meeting with his/her immediate supervisor. Within five (5) working days from the date of such discussion, the supervisor shall respond in writing to the attendees of the initial meeting.

If the issue remains unresolved, the Shop Steward may then proceed through the formal grievance process.

Formal Written Grievance:

A formal written grievance may be advanced to Step 2 or Step 3 by mutual agreement of the parties.

Step 1. Should the grievance not be settled through the informal procedures, the Union Steward shall submit it to the Union Grievance Committee. The Grievance Committee, if they find the grievance justified, shall within twenty-three (23) working days from the employers response to the informal complaint, reduce the grievance to written form, in three (3) copies, including specific violation, background information and remedies sought, and submit it to the employee's Elected Official/Department Head or his/her designee. A copy of the grievance

shall be submitted to Labor Relations by the Union at the same time as the Elected Official/Department Head. The Elected Official/Department Head or his/her designee shall, within five (5) working days of receipt of the Grievance Committee's formal written complaint, shall schedule a meeting for the purpose of hearing the complaint. The Elected Official/Department Head or his/her designee shall answer the complaint in writing within ten (10) working days after the hearing.

Step 2. Should the grievance not be settled in Step 1, it shall be submitted in writing within five (5) working days, of receipt of the Elected Official/Department Head or his/her designee's decision, to the Human Resources Director. Within five (5) working days of receipt of the complaint, the Human Resources Director will set a date to hear the complaint. The Human Resources Director shall respond to the Union Representative and the Grievance Committee with ten (10) working days of this meeting.

Step 3. Should the grievance not be settled in Step 2, either party may request arbitration, within thirty (30) working days after the reply of the Human Resources Director is due, by written notice to the other. A simultaneous request for a list of eleven (11) arbitrators from the Washington State Public Employment Relations Commission shall be initiated. The arbitrator shall be selected by the County and the Union within seven (7) days after the list is received. Both the County and the Union shall have the right to strike one (1) name from the panel. The process shall be repeated and the remaining name shall be the arbitrator for the grievance.

Hearing Attendance:

Attendance at the hearings conducted at Steps 1 or 2 shall be limited to the grievant, shop steward, and president of the Union or his/her designee. Witnesses required by either party for the processing of the grievance may attend with advanced notice to his/her employer. In the event a grievance hearing begins prior to or extends beyond the normally scheduled shift of any employee in attendance call-back or overtime pay will not apply, unless mutually agreed otherwise.

Arbitration:

Both parties shall have the right to present written and verbal evidence to the arbitrator. An arbitrator's decision shall not involve any action by either party which is beyond its jurisdiction, nor shall a decision amend, alter or modify this Agreement, and its term shall be limited to the interpretation application of this Agreement. 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) working days after conclusion of testimony and argument. If the arbitrator awards back pay, interest will not be factored into the award.

Expenses for the arbitrator's services and the proceedings shall be borne completely by the party to receive the unfavorable decision. In case of a compromise decision being not clearly favorable to either party, the parties shall equally share the expense. However, each party shall be responsible for compensating its own representative and witnesses except as provided elsewhere in this Agreement. If either party desires a verbatim record of the proceedings, they may request such a record to be made, providing they pay for the record and makes copies available without charge to the other party and to the arbitrator. Grievances initiated by the Employer shall be processed in the same manner, but they shall be initiated at Step 2 with the Staff Representative.

Liability:

No monetary claim by an employee covered by this Agreement or by the Union against the County shall be valid beyond the pay period prior to the pay period in which the grievance was first filed in writing, unless the circumstances of the case made it impossible for the employee, or the Union, as the case may be, to know that the employee or the Union has grounds for such claim prior to that date, in which case, the claim shall be limited retroactively to a period of one-hundred eighty (180) days prior to the date the claim was first filed in writing. This provision shall not apply to arbitrator's decisions regarding suspensions or discharges.

LAYOFFS AND RECALL

LAYOFFS

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

BUMPING

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

RECALL

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

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

GENERAL PROVISIONS.

Work Rules

The employer agrees to notify the Union of any changes in existing work rule(s) or the establishment of new work rules.

Personnel Files:

Maintenance: One (1) personnel file shall be maintained and located in Civil Service. On request, employees may review their personnel files. Employees may receive one (1) copy per year of all documents in their personnel files.

Review and Release: The employees shall be given a copy of and have an opportunity to review any and every disciplinary or performance related document prior to it being placed in their personnel file. Any documentation created concerning the employee's performance that is placed in the employee's personnel file shall be placed in the file in a timely fashion from the date of occurrence(s).

Equipment

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

Safety Shoes/Boots

Sheriff's Garage and Auto Techs and Maintenance Personnel shall wear safety shoes/boots on the job. County will provide:

1. One (1) pair of safety-toes shoes/boots per year not to exceed \$160; or
2. Custom shoes/boots which will be purchased no more than every three years at a cost not to exceed \$500.

Uniforms and Protective Clothing:

If any employee is required to wear a uniform, protective clothing or any type of protective device as a condition of employment such uniform, protective clothing or protective device shall be furnished, replaced as necessary and repaired by the Employer.

Personal Property:

The Employers will repair or replace clothing, eyeglasses and personal property if damaged in an accident not to exceed actual cash value of such property that is damaged or destroyed in the line of duty. Nothing in this section is meant for the Employers to repair or replace damaged or destroyed property if the payment can be secured by the Court.

Liability Coverage

The Employer agrees, whenever any action, claim or proceeding is brought or instituted against any Union member arising from acts or omissions while such Member is performing or in good faith purporting to perform their official duty, to authorize the defense of the action or proceeding at the expense of the Employer, and if any money judgment against such officer or employee is entered, to pay such money judgment.

In-House Services:

All County departments which provide services for other departments shall be afforded an opportunity to bid on the requested job and/or service prior to an outside bid being considered. The County and the Union recognize that contracting out bargaining unit work is negotiable. Extra Help employees shall not supplant the work force.

Nothing in this agreement shall be construed to diminish the County's right to have non-bargaining unit employees, supervisors, or other non-bargained for employees from performing bargaining unit work for the purpose of instruction, experimentation, correcting work difficulties, relieving employees for short periods of time, emergency situations, or in the interest of productivity, efficiency, and quality. The County will not, however, use non-bargaining unit employees to replace unit employees.

Information Requests:

The Employer agrees to provide the Union, upon written request by the Union Representative or Local President, access to materials and information necessary for the Union to fulfill its statutory responsibility to administer this Agreement. When the Union submits a request for information that the Employer believes is unclear or unreasonable, or which requires the creation or compilation of a report, the Employer will contact the Union staff representative and the parties will discuss the relevance and costs associated with the request.

LOCKOUTS AND STRIKES

The parties agree that there shall be no lock out or suspension or disruption of work through any complete or partial stoppage of work, boycott, concerted action, demonstration, picketing, bannering, refusal to do reasonably assigned work, shutdown, slowdown, or any other similar actions or conduct whatsoever which causes, might cause, or results in interference with or in any way disturbs the normal operation of any Spokane County owned location.

The County shall have the right to discharge or discipline any employee participating in any activity in contravention of this Article, including any strike, slowdown or other suspension of work; and the Union agrees not to oppose such action. However, it is understood that the Union shall have recourse to the Grievance Procedure as to matters of fact in the alleged action of such employee.

In the case of any activity in violation of this Article, including strike, slowdown or other suspension of work not authorized by the International Union, the Local Union, or any of their officers, the County agrees that neither the International Union, the Local Union, nor their officers shall be liable for damages, provided that the Union shall promptly and in good faith uses every reasonable means at its disposal and in good faith use every reasonable means at its disposal to bring about an immediate end to the conduct.

Non-Economic Proposal #22

AUTHORIZED AGENTS

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

The County's principle authorized representative shall be the County's Employee & Labor Relations Manager or his/her duly authorized representative (Address: 824 North Adams, Spokane, WA 99260, Telephone: (509) 477-2880) except where a particular County representative is specifically designated in connection with the performance of a specified function or obligation set forth herein.

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

SAVINGS CLAUSE

Should any Article, Section, or portion thereof, of this Agreement be held unlawful and unenforceable by any court of competent jurisdiction, such decision of the court shall apply only to the specific Article, Section, or 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.

AGREEMENT MODIFICATIONS

This Agreement may be amended, provided both parties concur in writing. Modifications shall 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. Agreements thus completed will be signed by the responsible Union and County officials. Agreements thus executed shall become a part of this Contract and subject to all its provisions. All supplementals/side agreements will be coordinated through the authorized Representative of the County and Council #2 as designated in Article #24, the affected Department Head/Elected Official, and the Local President, to ensure consistency and continuity.

ARTICLE - TERMINATION

This Agreement shall be effective as of the **(Date)** and shall remain in full force and effect until the **December 31, 2025**. Negotiations for a successor Agreement shall begin in accordance with the provisions of RCW 41.56.

(Date) through (Date) Agreement between the SPOKANE COUNTY SHERIFF'S OFFICE, Spokane County and LOCAL 492-(XX).

IN WITNESS WHEREOF, the parties hereto have set their hand this

_____ day of _____, 2022 .

FOR THE UNION:

FOR THE EMPLOYER:

Gregory Beeman
Staff Representative

Al French, Spokane County
Commissioner

President Local 492-

Mary Kuney, Spokane County
Commissioner

Josh Kerns, Spokane
County Commissioner

Sheriff Ozzie Knezovich

Joshua Groat
Employee & Labor Relations Manager

Non-Economic Proposal #26

Appendix C – Normal (Lag) Pay

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. A six (6) month notice will be provided to the bargaining unit prior to implementation.

Examples of how lag pay may be implemented:

- 1) Semi-Monthly: Hours worked from the 1st through the 15th of the month will be paid on the 22nd of the month. Hours worked from the 16th through the end of the month will be paid on the 7th of the following month.
- 2) Bi-Weekly: 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 will be:

1. The ability to do a one-time cash out of accrued Vacation/PTO or Comp time up to forty (40) hours.
2. Ability to take out a 0% interest loan out that will be repaid during the course of their employment or upon separation.
3. If any other options are developed at the time of implementation, the options will be offered to the members of this bargaining unit.

Once the six (6) month implementation date notice has been officially given, if there is a delay or change in the implementation for this bargaining unit, at least sixty (60) days additional notice will be given.