BEFORE THE BOARD OF COUNTY COMMISSIONERS
OF SPOKANE COUNTY, WASHINGTON


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

WHEREAS, pursuant to the provisions of chapter 41.56 RCW, public employers have the duty to collectively bargain with collective bargaining units with regard to wages, hours and working conditions; and

WHEREAS, pursuant to the above referenced statutory provisions, the Board through the Labor Relations Unit has been collectively bargaining with bargaining units with regard to wages, hours and working conditions; and

WHEREAS, the Labor Relations Unit submitted proposals to the above referenced bargaining unit as one of the participating Locals in the Master Contract and relating to their supplemental agreement with regard to wages, hours and working conditions for the time frame from January 1, 2014 through December 31, 2014, as more particularly set forth in Attachment “A,” attached hereto and incorporated herein by reference; and

WHEREAS, the above referenced bargaining unit has ratified these proposals set forth in Attachment “A;” and

WHEREAS, the Labor Relations Unit is requesting and recommending that the Board of County Commissioners ratify the proposal as set forth in Attachment “A.”

NOW, THEREFORE, BE IT HEREBY RESOLVED by the Board of County Commissioners of Spokane County, that the Board of County Commissioners does hereby approve and agree with all provisions set forth in Attachment “A,” attached hereto and incorporated herein by reference, with the following bargaining unit:

LOCAL 492RF – SHERIFF RADIO AND FORENSIC EMPLOYEES

BE IT FURTHER RESOLVED, by the Board of County Commissioners of Spokane County that either the Chairman of the Board or a majority of the Board be and is hereby authorized to execute, at other than an open meeting, any documents with respect to the above referenced bargaining unit so long as it/they are consistent with the provisions of Attachment “A.” The above referenced resolution number shall be affixed to any such documents and such documents shall be provided to the Clerk of the Board for public record.

PASSED AND ADOPTED this 7th day of October 2014.

ATTEST:

Daniela Erickson, Clerk of the Board

BOARD OF COUNTY COMMISSIONERS OF SPOKANE, COUNTY, WASHINGTON

AL FRENCH, Chair

TODD MIELKE, Vice-Chair

SHELLY O’QUINN, Commissioner
ATTACHMENT “A”

Spokane County’s Mediation Last Best and Final Proposal Presented to Master Contract Locals via e-mail on September 3, 2014

If the Union does not accept this proposal by October 1, 2014 it will expire and the County will revert to its Formal Proposal dated October 23, 2013.

Please consider this the absolute best the County can do in mediation.

I. COUNTY’S GUIDING PRINCIPLES

1. Expenditures not to exceed revenues
2. Maintain 10% emergency fund
3. Do not spend one time revenues for ongoing expenditures
4. Establish and maintain adequate service levels
5. Share cost/risk to sustain health/welfare benefits
6. Employee benefits are consistent across the County unless unique circumstances
7. Employees will have Collective Bargaining information available to them
8. Settle renewal contract before 12/31/13 but if after expiration date, terms will be effective upon ratification.

II. COUNTY’S PROPOSALS

A. 10.9 Bereavement Leave:

Entitles member up to three (3) days (7.5 or 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 spouse, State certified domestic partner, parent, children, step-children, brother, sister, grandparent, in-laws, and parents or siblings of State certified domestic partner, or a more distant relative if living as a member of the member’s immediate household.

10.9.1 Two (2) additional days (7.5 or 8 hours per day to a maximum of 16 hours) may be authorized if travel time is needed for out-of-town funerals. To be considered out-of-town, the employee must travel outside Spokane County and not return home during the bereavement leave.

10.9.2 The three (3) days of bereavement leave can be utilized over a 10 calendar day period after the death.

10.9.3 If the employee requires additional bereavement time, they may request additional time off.

B. 5.7 Definitions

5.7.1 Regular Employee: an employee who has successfully completed their probationary period. The term of the probationary period is 1950 actual hours worked if work a 37.5 hour work week or 2080 actual hours worked if work a 40 hour work week. This probationary period will supersede supplemental labor agreements if less of a probationary period is contained in the supplemental labor agreement.
C. ARTICLE 15 - WAGES

15.1 Compensation -

January 1, 2014+ - 0% increase

January 1, 2012—0% increase

January 1, 2013—Either party may request a Wage opener by August 15, 2012 for 2013 wages

Employer agrees to include in the 10/15/2014 pay check, a one-time pay event in the amount of $250 (less payroll deductions) for those Locals members who are on the payroll 10/1/14. For percentage employees, this one time pay event will be prorated based on the percentage worked.

15.9 Longevity: See Supplemental Agreements will be superseded by this section with the understanding that the service enhancement pay contained in the Appendix A of the 2010-2012 492 RFC Supplemental Agreement (Detention Cooks have been accreted into 1553) will be in addition to the below longevity increases.

Effective October 1, 2014, a monthly longevity bonus will be paid an employee, in addition to employees regular rate of pay, if the employee has continuous service from the time of appointment to regular full time employment. Payments will be calculated as follows:

<table>
<thead>
<tr>
<th>Continuous Service</th>
<th>Monthly Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Over 7 years</td>
<td>$40.00</td>
</tr>
<tr>
<td>Over 10 years</td>
<td>$34.92, 50.00, 65.00, 75.00</td>
</tr>
<tr>
<td>Over 15 years</td>
<td>$52.38, 75.00, 90.00, 100.00</td>
</tr>
<tr>
<td>Over 20 years</td>
<td>$69.64, 100.00, 125.00, 150.00</td>
</tr>
<tr>
<td>Over 25 years</td>
<td>$87.30, 125.00, 150.00, 200.00</td>
</tr>
</tbody>
</table>

15.11 Step Increase Process: (this section will supersede Appendix 6 and supplemental agreements)

Effective October 1, 2014, the Wage Table will expand the Steps from 1 through 7 to 1 through 13. The differential between steps is 2.56% subject to rounding. For employees hired prior to August 1, 2014, their step placement will be determined by taking their current Step, multiplying by two and subtracting one (Current Step * 2 – 1 = New Step). For employees hired prior to October 1, 2014, future step increases will be in increments of 2 Steps until the top step is achieved. For example, if on October 1, 2014, an employee is at Step 2, they would move to Step 3 and move to Step 5 on their anniversary date. For
employees hired after October 1, 2014, the employee will move in one step increments.

Examples:
Current step = 1 * 2 – 1 = 1
Current step = 3 * 2 – 1 = 5
Current step = 7*2 – 1 = 13

Accounting Tech 3

<table>
<thead>
<tr>
<th>Step 1</th>
<th>Step 2</th>
<th>Step 3</th>
<th>Step 4</th>
<th>Step 5</th>
<th>Step 6</th>
<th>Step 7</th>
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<tbody>
<tr>
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<td>2,305.74</td>
<td>2,423.78</td>
<td>2,547.90</td>
<td>2,678.38</td>
<td>2,815.52</td>
<td>2,959.70</td>
</tr>
</tbody>
</table>

<table>
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<tr>
<th>Step 1</th>
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<th>Step 3</th>
<th>Step 4</th>
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<th>Step 7</th>
<th>Step 8</th>
<th>Step 9</th>
<th>Step 10</th>
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<th>Step 12</th>
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<td>2,547.90</td>
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<td>2,746.95</td>
<td>2,815.52</td>
<td>2,887.61</td>
<td>2,959.70</td>
</tr>
</tbody>
</table>

15.12 Methods of Salary and Wage Payment

Two methods of payment of salary and wages will be offered.

1) Direct Deposit
The standard, default method of payment for salary and wages is by electronic transfer to the employee’s designated financial institution. Except as provided in Section 2) below, the newly hired employee will submit the “Authorization for Automatic Payroll Deposits” form in time for the preparation of their second pay period. The employee is responsible for informing the county of any changes in their designated financial institution. Pay advices will be available to all employees in accordance with federal and State employment law and regulations.

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

a) The first paycheck of a new hire for a permanent position;
b) The last paycheck coinciding with or following separation from employment;
c) A paycheck produced solely to correct an error; or
d) A paycheck mailed to the employee only if the employee does not maintain an account at a financial institution. The employee must designate a mailing address and sign an acknowledgement that the check will be mailed using USPS on payday. The employee is responsible for informing the county of any changes in their mailing address.
II. ARTICLE 26 - EFFECTIVE DATE, CONTRACT PERIOD AND CHANGES

26.1 Effective Date: The term of this Agreement shall be January 1, 2014 through December 31, 2014. Unless specified otherwise, the terms of this Agreement shall become effective on the day of signing.

III. ARTICLE 11 – INSURANCE BENEFITS

11.1.3 Continue the labor/management committee for advisory purposes only to review medical/dental costs on an on-going basis. This committee will also study retiree medical options and availability.

Employer’s Revised Proposal Dated July 14, 2014 after Feedback from 492 RF Regarding Employer’s July 10, 2014 492RF Supplemental Proposal

1. Remove reference to Cooks in CBA.

2. Forensic Unit On Call clean up by changing 15.6.1.2 as follows: Carry a pager and/or be available by telephone call to the employee’s residence or to his/her cellular telephone.

3. Court Time: clean-up Article 15.10.

Any employee who is required to appear and/or testify in court on his/her own time or other than his/her regular duty hours shall be paid at the rate of time and one half (1 and ½) his/her regular hourly wage while in or waiting for court, with a minimum of three (3) hours at straight time 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 which he/she is otherwise compensated. Court time will be considered separate from overtime pay. Refer to and use Master Contract Article 9.6 regarding Working During Vacation Period.

4. Safety Lag Time: Union interested in mandated 8 hour rest period if called out prior to shift. Move issue to labor management but agree to strike in Article 12.5 “Vacation or Comp time may be used to cover the work time missed.”
5. Compensatory Time:
   \[15.8.4.3\] Up to 40 hours of compensatory time off cannot be bid as Annual Leave but the Radio employee cannot use an additional 16 hours of compensatory time in the any month the bid Annual Leave is taken. Any comp time requested during a bid Annual Leave period will be covered by the rules and restrictions of compensatory time request.

   \[15.12.1\] Radio:

   One (1) hour for every five (5) hours of actual training up to a maximum of eight (8) hours per calendar month of compensatory straight time pay.

6. Clothing:
Starting in 2014, (otherwise clothing allowance waived for 2014), Spokane County will pay each Forensic staff on the payroll January 1st of each year, a $420 clothing allowance at the start of each year. Until ratification, the $420 will be prorated to $35 per month with Forensic staff receiving the prorate share based on month of ratification. If ratification occurs after the 15th on the month, that month’s $35 will not apply. For example, if ratification occurs on August 16, 2014, the clothing allowance will be 4 months of $35 or $140. If ratification occurs on January 16, 2015, the clothing allowance is waived for 2014 and for 2015 will equate to 11 months of $35 or $385.

7. 13 steps: Change from 7 steps to 13 steps for new hires
   \[15.13\] Step Increase Process: (this section will supersede Appendix 6 and supplemental agreements)
   Effective August 15, 2014, the Wage Table will expand the Steps from 1 through 7 to 1 through 13. The differential between steps is 2.56% subject to rounding. For employees hired prior to August 15, 2014, their step placement will be determined by taking their current Step, multiplying by two and subtracting one (Current Step * 2 – 1 = New Step). For employees hired prior to August 15, 2014, future step increases will be in increments of 2 Steps until the top step is achieved. For example, if on August 15, 2014, an employee is at Step 2, they would move to Step 3 and move to Step 5 on their anniversary date. For employees hired after August 15, 2014, the employee will move in one step increments.
   Examples:
   Current step = 1 * 2 – 1 = 1
   Current step = 3 * 2 – 1 = 5
   Current step = 7*2 – 1 = 13

8. Direct Deposit:
   \[15.14\] Methods of Salary and Wage Payment

Two methods of payment of salary and wages will be offered.
   1) Direct Deposit
   The standard, default method of payment for salary and wages is by electronic transfer to the employee’s designated financial institution. Except as provided in Section 2) below, the newly hired employee will submit the “Authorization for Automatic Payroll Deposits” form in time for the preparation of their second pay period.
ATTACHMENT “A”

The employee is responsible for informing the county of any changes in their designated financial institution.
Pay advices will be available to all employees in accordance with federal and State employment law and regulations.

2) Physical Checks
A check (warrant) will be printed and delivered (or mailed) to the employee only in the following situations:
   a) The first paycheck of a new hire for a permanent position;
   b) The last paycheck coinciding with or following separation from employment;
   c) A paycheck produced solely to correct an error; or
   d) A paycheck mailed to the employee only if the employee does not maintain an account at a financial institution. The employee must designate a mailing address and sign an acknowledgement that the check will be mailed using USPS on payday. The employee is responsible for informing the county of any changes in their mailing address.

9. Longevity: Effective upon ratification,

15.9 Longevity:

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

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</table>

Appendix #2

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

Communications Officer hired off the lateral transfer list will start at step 6 of the 13 step salary range table.
SUPPLEMENTAL AGREEMENT

BETWEEN

LOCAL 492-RF, Council 2,

AND

SPOKANE COUNTY AND THE SPOKANE COUNTY SHERIFF’S DEPARTMENT

January 1, 2014 through December 31, 2014
ARTICLE 6 - UNION/MANAGEMENT RELATIONS

6.1 Meetings

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

6.2 Committee

The two (2) Committees shall be comprised of three (3) members from the Union and three (3) members representing Management. Additional persons may be invited to participate by mutual agreement. Meeting agendas will be prepared in each case and submitted in advance of each meeting unless otherwise agreed. Meetings shall be held quarterly.
ARTICLE 8 - HOLIDAYS

8.1 Paid Holidays for Forensic Section

The following provisions shall apply to the Forensic Section only. For Radio employees, the provisions of the Master Contract Article 8 shall control. The following days shall be recognized and observed as paid holidays:

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

8.2 Personal Holidays for the Forensic Section

In addition to the above paid holidays, the Forensic employees shall be entitled to four (4) personal paid holidays per calendar year of the employee’s choice. Each employee shall select the days on which the employee desires to take the personal holidays, subject to the approval of the employee’s Supervisor.

8.2.1 In the event a Forensic Section employee who is entitled to four (4) paid personal holidays under this paragraph terminates, his/her entitlement to personal holidays shall be calculated as follows:

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

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

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

8.2.1D Employees terminating on or after October 1st shall be entitled to four (4) personal holidays.
8.2.2 Employees who have used more than the personal holidays specified in this paragraph at the time of termination shall have the excess days deducted from their final pay. Personal holidays not used in the calendar year earned shall be forfeited.

8.3 New Hired Employees

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

8.4 Shift Employees

Holidays falling on a Saturday or Sunday shall be observed by shift employees on that Saturday or Sunday. For non-shift employees, a holiday falling on a Saturday shall be observed on the preceding Friday and holidays falling on a Sunday shall be observed on the following Monday.
ARTICLE 9 - ANNUAL LEAVE

9.1 Choice of Annual Leave

Annual Leave shall be granted at the time requested by the employee. If the nature of the work makes it necessary to limit the number of employees requesting leave at the same time, the employee who has submitted the first request shall have priority for his/her choice of Annual Leave. Final decision will be made by the Supervisor in the event a resolution cannot be reached.

9.2 Annual Leave Option

Annual Leave may be accumulated to a total twice the amount earned annually to a maximum of three hundred twenty (320) hours credit, whichever is less. Any Annual Leave accumulated beyond this limit will be forfeited unless the employee is asked in writing to defer his/her vacation because of work schedules, in which case the Annual Leave shall not be forfeited, nor may an employee be paid additional compensation for earned vacation not taken, except at the time of severance for County employment as hereafter provided.

9.3 Bidding Procedure for Radio

9.3.1 Commencing the first week of January of each calendar year vacation bids will be opened for that year. Vacation bids will open with the senior employee within a classification. Each employee shall have forty-eight (48) hours from the time he/she is contacted to exercise his/her vacation bid. If any employee has time off during the vacation bid process, it is the obligation of the employee to notify his/her Supervisor of his/her desires. No employee who was passed over will be moved to the bottom of the list but will bid when he/she returns to work or requests to do so. That employee would not be able to bump vacation time already bid.

9.3.2 Each employee will enter a bid using the best information he/she has at the time of the bid. If something unforeseen occurs that alters that request, except a choice by the employee, reasonable accommodations will be attempted to keep the request as originally planned.
9.3.3 Employees shall be allowed a maximum of three (3) weeks of accrued vacation time during the primary bid. Only two (2) of the three (3) weeks may be taken during prime time and may be consecutive. Any week or portion thereof will be considered a bid. A vacation period longer than three (3) weeks may be granted with the Supervisors approval.

9.3.4 Prime time is from the start of Memorial Day weekend through the end of Labor Day weekend, the last two (2) weeks of December and the first (1st) week of January

9.3.5 Bid vacation during prime time need not be consecutive, however, any division of time will be limited to two (2) sites (blocks of time).

9.3.6 Bidding on either side of days off is considered a split and therefore, separate bid sites.

9.3.7 Upon completion of the first bid, a second bid shall be authorized. Each employee shall be allowed to bid up to one (1) week using the same criteria as the first bid. A maximum total of two (2) bids will be allowed.

9.4 Choice of Annual or Non Bid Leave

Non bid Annual Leave (leave not bid in the above procedure) shall be granted at the time requested by the employee depending upon the needs and staffing of the section as determined by the employee’s Supervisor. If the nature of the work makes it necessary to limit the number of employees requesting leave at the same time, the employee who has submitted the first request shall have priority for his/her choice of Annual Leave. Final decision will be made by the Supervisor in the event a resolution cannot be reached.

9.4.1 Cancellation of Leave

If an employee decides to cancel his/her leave, he/she shall give forty-eight (48) hours notice to the Supervisor and the person who has been scheduled to fill the vacant shift.
ARTICLE 10 - SICK LEAVE

10.1 Industrial Injury Supplement

10.1.1 Each member of the Bargaining Unit shall be provided three hundred (300) hours of Industrial Injury Leave to be used to supplement the difference between time loss payments made through the County’s Worker Compensation Program and the employee’s straight time base hourly wage for qualifying injuries sustained as a direct result of an intentional act of aggression by a non employee, or for bodily injuries sustained or diseases contracted as a result of exposure to nuclear, bio-hazardous, or chemical materials encountered while performing tasks essential to the job, as determined by the Sheriff or his/her designee. This leave provision will expire and the leave shall be withdrawn when the person is no longer represented by the bargaining unit.

10.1.2 In addition to the above, the three hundred (300) hours of Industrial Injury Leave may be used for the first three (3) days of absence if not covered by time loss payments.

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

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

10.2 Employee Sick Leave and Reporting Policy

See Appendix #3 ‘Employee Attendance and Sick Leave Reporting Policy’ attached and incorporated herein by reference.
ARTICLE 12 - HOURS OF WORK

12.1 Probationers

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

12.2 Regular Hours

Eight (8) or twelve (12) consecutive hours of work, except for interruptions for a thirty (30) minute minimum paid lunch, shall constitute a workday. All employees’ work schedules shall provide for a ten (10) minute minimum rest period during each half shift.

12.3 Facilities

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

12.4 Work Week

The normal work week shall be any consecutive seven (7) day period, five (5) consecutive eight (8) hour workdays and two (2) days of rest or a twelve (12) hour workday work week schedule whose impact will be negotiated before implementation. Changes in the work week specified herein other than the five (5) eight (8) hour days or twelve (12) hour schedule shall be negotiated by designated representatives of the Union, the County and the Sheriff’s Department.

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

12.5 Work Shift

All employees shall be scheduled to work on a regular work shift, and each shift shall have regular starting and quitting times, except in
emergencies. Normal work schedules showing the employee's shift, work days, and hours shall be posted (where needed) two (2) weeks prior to any shift change. Employees, who have been called out prior to the start of their regular shift and continue working into their regularly scheduled shift, may request early release prior to the end of their regular shift time. Such release must have prior approval of the employee’s supervisor.

12.6 Day Light Savings

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

12.7 Work Period for Radio

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

12.7.1 Except in an emergency, no employee will be required to work mandatory overtime without a minimum of twelve (12) hours off between shifts. This provision shall not apply in the event of staffing shortages such that no other employees are available for mandatory overtime assignment.

12.8 Shift Bidding:

12.8.1 Shifts will be bid by seniority. Days off will be rotated in Radio only. No person shall be allowed to bid a shift until probation has been completed.

When bidding to a different shift, the bidding dispatcher will fill any vacancy in days off rotation for a new shift. If no vacancy exists, the bidding dispatcher bumps the dispatcher with the
lowest seniority that is off probation and fill the days off rotation for that bumped position.

12.8.2 Shift bidding for Radio shall commence thirty (30) days prior to work period changes. Work periods shall change at the end of the swing shift on the last Friday of November, February, May and August.

12.8.3 Employees may be reassigned from their bid shift to cover unanticipated vacancies due to major incidents or specialized demands of a short duration.

12.9 Removal for Cause

12.9.1 Employees may be removed from their bid shifts 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 task. Removal for cause shall be documented in writing in a timely manner. In an instance of removal for 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.

12.9.2 A removal for cause may cause the displacement of another. A probationary employee will fill the vacancy. If no probationary person is on staff, a replacement will be selected, first by requesting volunteers, then by appointing a replacement, without changing the appointed replacement shift or days off.

12.9.3 Reassignment for training will be handled on a case by case basis for a short duration, as needed for the training period.

12.9.4 In addition to the above, employees may be reassigned from their bid shift for maximum of five (5) shifts per work period. Accurate records will be maintained and available.

12.10 Trading Days

Employees may trade work days as long as minimum staffing is maintained and overtime is not created as a result of the trade. The
trade must be approved by the affected Supervisor. Any conflict between employees trading days will be settled between the employees involved. If mandatory overtime occurs, the employee who actually worked the time will be compensated for it. For Radio, neither employee will receive credit for any mandatory overtime worked in conjunction with a traded day.

**Note:** The employee will be responsible for any mandatory overtime that would normally be the responsibility of the person he/she is working for.

**12.11 Voluntary Alternative Work Schedule – Forensic Unit**

Work Schedules are defined in two-week blocks of time. Each schedule will consist of eight 9 hour days and one 8 hour day. Employees covered under the 492RF Forensic Unit are allowed to participate, but are not required.

**12.11.1** Forensic Unit Manager and RF members will work out the scheduling collectively. Efforts will be made to accommodate preferences; however, first priority will be Unit coverage. If any conflicts occur; seniority will prevail. The Forensic Unit Manager or Employees may cancel the program at anytime and revert to the conventional work schedule. A minimum two-week notice will precede any cancellation or changes.

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

**12.11.2A** Employees on the Alternative Work Schedule whose regular work day differs from the eight (8) hour day shall have their Holidays paid for as the number of hours in their actual work day.

**12.11.2B** 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 Unit Manager.
ARTICLE 15 - WAGES

15.1 Compensation

Employees shall be compensated in accordance with the salary ranges attached to this Agreement and marked Appendix #2. The most current Wage Schedule shall be considered as part of this Agreement.

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

15.1.3 Unless mutually agreed upon between the Union and the Employer (See Article 15.13), employees shall move from the first Step in the pay range after six (6) months, and each succeeding Step after one (1) year in the Step until the top Step is reached. Any employee working in any job classification other than his/her own job classification shall be paid at that rate or his/her own rate, whichever is higher. The salaries and wages of employees shall be paid semi-monthly.

15.2 Radio Shift Incentive Pay

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

15.2.2 Swing Shift consists of any shift that is scheduled to end between the hours of 1801 and 0200.

15.2.3 Graveyard Shift consists of any shift that is scheduled to end between the hours of 0201 and 0959.

15.2.4 Shift incentive pay will consist of one percent (1%) of step 13 dispatcher pay for all members assigned to a shift defined above as Swing Shift and two percent (2%) of step 13 dispatcher pay for all members assigned to a shift defined above as Graveyard Shift.
15.2.5 All dispatchers who are on probation shall receive one percent (1%) of step 7 dispatcher pay for the year that they are on probation. This pay is in lieu of the shift incentive pay above.

15.2.6 Anytime an employee moves from a shift that provides shift incentive pay to a shift that does not, the shift incentive pay stops.

15.4 Out-of-Class Pay

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

15.5 Minimum Pay for Call Back

Employees who may be required to return to duty more than one (1) hour after the completion of his/her shift to perform such overtime duties will be paid for four (4) hours at straight time, or time and one half (1 and 1/2) for hours worked, whichever is greater. If called within one (1) hour after the end of the shift, overtime will commence at the time his/her shift would have been completed. Scheduled training and mandatory meetings are paid at the regular overtime rate for the actual hours.

15.6 Forensic Unit On Call

15.6.1 in return for On Call compensation to and from the employee’s residence, the On Call employees will:

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

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

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

15.6.3A Employees shall be paid two point five (2.5) hours at regular rate of pay for each eight (8) hours On Call during any holiday.

15.6.3B On Call compensation for Holidays that do not follow or precede a weekend will be paid two point five (2.5) hours for actual holiday and one point five (1.5) for the eight (8) hours preceding the holiday and one point five (1.5) for the eight (8) hours after the holiday to equal a total compensation of ten point five (10.5) hours at the regular rate of pay.

15.7 Overtime

A. All work performed in excess of eight (8) hours if on a five (5) day eight (8) hour shift or in excess of ten (10) hours if on a four (4) day ten (10) hour shift.

B. All work performed in excess of forty (40) hours in any work week.
C. All work performed on any of the paid holidays as set forth in this Agreement.

15.7.1 Additional Breaks

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

15.7.2 Predictable Overtime for Radio

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.

15.7.3 Medical Exemption

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

15.7.4 Overtime Records

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

15.7.5 Posting of Overtime

15.7.5A Primary duty overtime will be posted on the bulletin board as far in advance as it is known.

15.7.5B Any employee has the right to bump another employee for overtime if he/she has less overtime hours to his/her credit then the employee he/she is bumping regardless of seniority.

15.7.5C Employees bumping another must do so no less than twenty-four (24) hours prior to the start of the overtime period.
15.7.5D It is the responsibility of the employee bumping to notify the employee bumped as soon as possible.

15.7.6 Mandatory Overtime for Radio

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 Supervisor 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.

15.7.6.1 At any time an employee is ordered to work a shift other than his/her own, the following guidelines will be followed and adhered to:

A. Mandatory overtime shall not exceed the first half shift following or the last half shift preceding the employees regularly scheduled shift. Lunch period may be adjusted to accommodate mandatory overtime.

B. 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 that threatens the safety and security of persons or property of Spokane County to the extent that the Sheriff determines the necessity for emergency measures.

C. Mandatory training on overtime will not remove the employee from the overtime list and may occur on a regularly scheduled day off.
15.8 Compensatory Time

A maximum of sixty (60) hours of compensatory time may be accrued at any one time. Any accrual over that amount will be paid at the appropriate rate in effect at the time of payment.

15.8.1 Any employee may request payment of an annual maximum of forty (40) hours of accrued compensatory time. Requests will be paid out only twice each year. Payment dates are May 15th and December 15th. Notification to Sheriff’s payroll must occur before May 1st and December 1st respectively. The additional 20 hours (60 hrs. maximum – 40 hrs. eligible for payout) are intended to be taken as paid time off and therefore, Employer may schedule up to 20 hours of compensation time as paid time off before paid as direct compensation or separation of service requires a potential payout.

15.8.2 Payment of remaining accrued compensatory time will occur when the employee separates employment at the rate in effect at the time of separation. Buy back will be limited to no more than forty (40) hours.

15.8.3 Forensic Only

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

15.8.4 Radio Only

Communication officers may use a maximum of sixteen (16) hours per month.

15.8.4.1 Compensatory time off will be authorized based on staffing needs of the Department. Comp time off cannot be taken if it will create overtime or additional comp time. The scheduled time off must be by mutual agreement between the employee and the employee’s Supervisor.

15.8.4.2 During times that Radio does not have a full complement of trained Operators, comp time may be taken if it does not create mandatory overtime. Only
monetary pay will be allowed for work performed to cover for an employee that has taken compensatory time off.

15.8.4.3 Up to 40 hours of compensatory time can be bid as Annual Leave but a Radio employee cannot use an additional 16 hours of compensatory time any month the bid Annual Leave is taken. Any comp time requested during a bid Annual Leave period will be covered by the rules and restrictions of compensatory time request.

15.9 Longevity

A monthly longevity bonus will be paid to an eligible employee, in addition to employee’s regular rate of pay and service enhancement pay if applicable (refer to Appendix #2). If the employee has continuous service from the time of appointment to regular full time employment, longevity will be calculated as follows:

<table>
<thead>
<tr>
<th>Continuous Service</th>
<th>Monthly Amount</th>
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<tbody>
<tr>
<td>Over 7 years</td>
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<td>Over 10 years</td>
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<td>Over 15 years</td>
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<td>Over 20 years</td>
<td>$ 150.00</td>
</tr>
<tr>
<td>Over 25 years</td>
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</table>

15.10 Court Time

Any employee who is required to appear and/or testify in court on his/her own time or other than his/her regular duty hours shall be paid at the rate of time and one half (1 and ½) his/her regular hourly wage while in or waiting for court, with a minimum of three (3) hours at straight time for show up pay.

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

For an issue relating to being called to testify during annual leave, refer to and use Master Contract Article 9.6 Working During Vacation Period for appropriate application.
15.11 Off Extra Time Radio Only

At mark up changes an employee may be given an off extra day only if that employee actually works more than five (5) consecutive days, or four (4) consecutive days if on ten (10) hour shifts. Any time off (i.e. sick leave, holidays including personal holidays, vacations, etc.) is not considered as time worked and an off extra day will not be required. Off extra time may be scheduled to keep overtime, if necessary, to a minimum.

15.12 Training Officer Compensation Radio

Employees performing training duties, to include supervisory assigned observation duties requiring an observation report, shall receive additional compensation only while actually performing training duties during the training cycle as follows:

15.12.1 Radio:

One (1) hour for every five (5) hours of actual training up to a maximum of eight (8) hours per calendar month of straight time pay;

15.13 Step Increase Process:

Effective October 1, 2014, the Wage Table will expand the Steps from 1 through 7 to 1 through 13. The differential between steps is 2.56% subject to rounding.

For employees hired prior to October 1, 2014, their step placement will be determined by taking their current Step, multiplying by two and subtracting one (Current Step * 2 – 1 = New Step).

For employees hired prior to October 1, 2014, future step increases will be in increments of 2 Steps until the top step is achieved. For example, if on October 1, 2014, an employee is at Step 2, they would move to Step 3 and move to Step 5 on their anniversary date. For employees hired after October 1, 2014, the employee will move in one step increments.
15.14 Methods of Salary and Wage Payment

Two methods of payment of salary and wages will be offered:

1) Direct Deposit
   The standard, default method of payment for salary and wages is by electronic transfer to the employee's designated financial institution. Except as provided in Section 2) below, the newly hired employee will submit the "Authorization for Automatic Payroll Deposits" form in time for the preparation of their second pay period.

   The employee is responsible for informing the county of any changes in their designated financial institution.

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

2) Physical Checks
   A check (warrant) will be printed and delivered (or mailed) to the employee only in the following situations:
   a) The first paycheck of a new hire for a permanent position;
   b) The last paycheck coinciding with or following separation from employment;
   c) A paycheck produced solely to correct an error; or
   d) A paycheck mailed to the employee only if the employee does not maintain an account at a financial institution. The employee must designate a mailing address and sign an acknowledgement that the check will be mailed using USPS on payday. The employee is responsible for informing the county of any changes in their mailing address.
ARTICLE 16 - SENIORITY

16.1 Definition

Seniority shall be defined as follows:

A. Total length of unbroken service within a job classification.

B. Total length of unbroken service within the Sheriff's Department.

16.2 Seniority Computation

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

16.3 Retention of Seniority

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

16.4 Seniority Posting

Once each year the Employer shall post 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.

16.5 Seniority List

During the term of this Agreement, the County will furnish the Union with an up-to-date division seniority list for the Bargaining Unit, together with the classification of each employee on such list.
16.6 Probationary Period

The first 2080 actual hours worked shall be considered a probationary period. During this period an employee may be assigned, transferred, laid off, disciplined, or terminated at the discretion of the employer. Probationary employees may not grieve discipline or discharge.
ARTICLE 17 – DISCIPLINE/DISCHARGE

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

17.1 Any disciplinary action or measure imposed upon a permanent employee may be processed either as a grievance through the regular Civil Service procedures or as a grievance through the grievance procedure contained in this Article but not both – the grievant must elect one grievance process and effectively waives the other process once an election is made. Suspensions pending disciplinary action shall be with pay. The Department shall inform an employee of his/her right to Union representation at any meeting where disciplinary action may occur. Any disciplinary action resulting in an oral or written reprimand shall take place within fifteen (15) working days from the time the member/employee is told that an investigation has been concluded and the results indicate that he/she shall be receiving an oral/written reprimand.

17.2 Suspensions without pay: At the Employer’s option, earned vacation time may be deducted from the employee’s vacation accrual bank in amounts equal to the total time of disciplinary suspension or any proportional amounts as determined by the Employer, not to exceed the total time of the disciplinary suspension given. In the event this option is selected by the Employer, the action will still be recorded as a disciplinary suspension.
ARTICLE 20 – LAYOFFS AND RECALL

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

20.1 LAYOFFS

A. In the event of a layoff for any reason, regular employees and probationary employees shall be laid off in the inverse order of their seniority by their:

1. Total length of unbroken service, within the job classification in the Work Unit, if equal then;
2. Total length of unbroken service within the Spokane County Work Unit, if equal then;
3. Total length of unbroken service within the Sheriff’s Office, if equal then;
4. Total length of unbroken service within Spokane County, if equal then;
5. Civil Service test scores for current classification.

B. No layoffs shall be executed as long as there are non-regular personnel serving in the affected classifications and performing a majority of the significant duties of that classification on a full or part-time basis.

C. Employees shall be given thirty (30) working days notice prior to layoff, if possible, with a minimum of ten working days notice.

D. A Work Unit shall be defined as: Forensic Unit, Radio Unit.

20.2 BUMPING

A. If an employee is laid off and that employee has greater seniority than that of other employees in the same job classification, they may bump that employee.
B. If an employee is laid off and that employee has greater seniority than that of other employees in a lower job classification they may then bump the least senior, lower class employee, if they previously held that classification. The employee who has been bumped shall then have the same opportunity to bump downward.

C. An employee who has been bumped shall move to the highest step of the new range that does not exceed their current salary.

20.3 RECALL

A. Employees who are demoted in lieu of layoff shall have the first opportunity to fill vacancies in their former or lower classification and department

B. Employees shall retain all seniority, less time spent on layoff, and benefits accrued prior to layoff when recalled to work.

C. Recall rights under this provision shall be limited to twenty-four (24) months from the date of layoff or demotion. Employees may refuse a recall once. A second refusal to return to work will remove an employee from the recall list.

D. Laid off or demoted employees who have been offered work shall have ten (10) working days from the date of notice to accept such recall. Offers of employment off the recall list shall be done in writing either by registered letter to the last known address of the laid off employee or hand delivered to the laid off employee.

E. Any temporary or extra help work required by a department in a job classification in which there are employees on layoff shall be offered to laid off employees first.

F. Employees desiring to exercise this option shall be placed on a Civil Service Special Transfer List in order of seniority. Appointments to temporary (seasonal) positions will be offered based on seniority and availability.

G. If the employee is hired back in a classification other than the classification they were laid off from, the employee will not be removed from the recall list of that former classification.
ARTICLE 21 – GENERAL PROVISIONS

21.1 Clothing

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

21.1.1 For 2014 only, the $420 will be prorated to $35 per month with Forensic staff receiving the prorate share starting October 1, 2014

21.2 Equipment

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

21.3 Bargaining Unit Positions

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

21.4 Supervisors Covering a Shift

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

21.5 Out-of-Class Assignments

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

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

21.8 Reasonable Suspicion Substance Abuse Testing

Refer to Appendix #4 attached and incorporated herein by reference.
SUPPLEMENTAL AGREEMENT
BETWEEN
LOCAL 492-RFC
AND
THE SPOKANE COUNTY
And
The SPOKANE COUNTY SHERIFF’S DEPARTMENT

January 1, 2014 through December 31, 2014

Dated this 25 day of November, 2014

FOR THE UNION

Gordon Smith, Staff Representative

Lacey Miller, President Local 492-RF

FOR THE DEPARTMENT

Ozzie Knezovich, Sheriff

Melissa Diamanti, Vice President Local 492-RF

BOARD OF COUNTY COMMISSIONERS
OF SPOKANE, COUNTY, WASHINGTON

AT FRENCH, Chair

TODD MIELKE, Vice-Chair

SHELLY O’QUINN, Commissioner

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## APPENDIX # 1

### SCHEMATIC OF GRIEVANCE PROCEDURE

<table>
<thead>
<tr>
<th>STEPS</th>
<th>Forensic</th>
<th>COMMUNICATIONS</th>
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<td>Informal</td>
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<td>Comm. Lt.</td>
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<tr>
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APPENDIX # 2

SALARY RANGES

Wage Adjustments are also Subject to Master Contract Negotiations

2014 Wage Information

**Forensics**

<table>
<thead>
<tr>
<th>Class No</th>
<th>Class Title</th>
<th>Pay Grade</th>
<th>Salary Range Step1-13</th>
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<tr>
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<td>4NN</td>
<td>$1416.94 – $1911.96</td>
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<tr>
<td>4016</td>
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<td>4014</td>
<td>Forensic Lead Specialist</td>
<td>5WP</td>
<td>$2011.87 - $2714.71</td>
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Upon completion of ten (10) years of service, Forensic employees will receive service enhancement pay equal to 5.12% rounded to fit on the salary range table.

**Communications Officers**

<table>
<thead>
<tr>
<th>Class No</th>
<th>Class Title</th>
<th>Pay Grade</th>
<th>Salary Range Step1-13</th>
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<td>4011</td>
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<td>$1718.18 - $2318.42</td>
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</table>

Communications Officer hired off the lateral transfer list will start at step 6 of the 13 step salary range table.
APPENDIX # 3

EMPLOYEE ATTENDENCE and SICK LEAVE REPORTING

1014.1 PURPOSE AND SCOPE

An employee's regular and predictable attendance at work is crucial to making the Department run smoothly. All employees need to do their part in achieving this goal, and one way is to maintain a good attendance record. Any absence or tardiness becomes a part of the employment record.

Employees are expected to be at their work locations on time. Tardiness is defined as being at your work location past your scheduled starting time. You should also notify the on duty supervisor when you know you may be late for work. Being on time makes it easier for all of us because tardiness hinders teamwork among employees. Being tardy for work or leaving the job station before quitting time will be considered cause for corrective action up to and including termination.

Employees of the Sheriff's Office are provided with a sick leave benefit that may give them continued compensation during times of absence due to personal or family illness. The number of hours available is detailed in the employee's respective labor agreement. Employees may also be entitled to additional paid or unpaid leave for certain family and medical reasons in accordance with State and Federal Law.

On occasion, an employee without a sick leave balance may request vacation or compensatory time off in lieu of sick leave. Such a request shall be made through the employee's immediate supervisor to the Division Head. The Division Head or designee may grant the request, but is under no obligation to do so. If the use of alternative leave is not approved, the employee will be notified and the absence will be recorded as "leave without pay." The employee's supervisor shall document the incident consistent with the procedure for disapproving sick leave (1014.6 Disapproval of Leave).
If an employee is continually in an unpaid leave status that is unprotected the employee’s supervisor shall review the employee’s attendance. The Sheriff is under no obligation to offer continued employment if the employee is off work in an unpaid, unprotected status.

1014.2 EMPLOYEE RESPONSIBILITIES

Employees are expected to attend work and to be working in a regular and predictable manner. Failing to do so may result in discipline up to and including termination. Employees who cannot, or will not fulfill their responsibilities, regardless of fault, create cause for one or more of the following actions:

- Reassignment
- Reduction in duties
- Fitness for Duty testing
- Disciplinary Action
- Termination

Sick leave may be used for absences caused by illness, injury, temporary disability (including pregnancy/maternity), or for medical, dental or vision exams or medical treatment of the employee or the employee’s immediate family when it is not possible to schedule such appointments during nonworking hours.

Sick leave is not considered vacation, and abuse of sick leave may result in discipline and/or denial of sick leave benefits. Employees on sick leave shall not engage in other employment or self employment, or participate in any sport, hobby, recreational or other activity which may impede recovery from the injury or illness.

Employees must anticipate and prepare themselves and/or family members for unusual occurrences. The department must continue to operate during emergent incidents of man made or natural occurrence including periods of bad weather. Thus, the need for employees to be on the job during such periods of time is of paramount importance. Employees are expected to make every effort to report for work. If an employee does not report for work when scheduled during these occasions, they may request vacation or compensatory time off. Such a request shall be made through the employee’s immediate supervisor to the Division Head. The Division Head may grant the request, but is under no obligation to do so. If the use of leave is not approved, the employee will be notified and the absence will be
recorded as "leave without pay". The supervisor shall document the incident consistent with the procedure for disapproving leave (1014.6 Disapproval of Leave)

Upon return to work from any absence, employees shall complete and submit a leave request describing the type of leave used and the specific amount of time taken.

1014.2.1 NOTIFICATION

Employees are encouraged to notify the Shift Commander or appropriate supervisor as soon as they are aware that they will not be able to report to work. At a minimum, employees shall make such notification no less than two hours before the start of their scheduled shift. If an employee is unable to contact the supervisor in the case of an emergency, every effort should be made to have a representative contact the supervisor.

When the necessity for leave is foreseeable, such as an expected birth or planned medical treatment, the employee shall, whenever possible, provide the Department with no less than 30 days notice of the intent to take leave. Absence of three or more consecutive scheduled working days without notifying the appropriate person will be considered as a voluntary termination.

1014.3 EXTENDED ILLNESS

Employees absent from duty due to illness in excess of three consecutive days may be required to furnish a statement from their physician upon returning to work. Nothing in this section precludes a supervisor, who has an employee with a documented history of sick leave abuse, from requiring a physician’s statement if three or fewer sick days are taken.

Employees, on a long term basis, who miss work due to a health condition or unanticipated crisis, are still subject to this policy even though the absence is long term or the prognosis for recovery is poor.

1014.4 SUPERVISOR RESPONSIBILITY

Supervisors should monitor sick leave usage and regularly review the attendance of employees under their command to ensure that the
employee’s attendance is consistent with this policy. Supervisors should address attendance in the employee’s performance evaluation when it has negatively affected the employee’s performance or ability to complete assigned duties, and when unusual amounts of sick leave by the employee has had a negative impact on department operations. When appropriate, supervisors should counsel employees regarding the excessive use of sick leave and should consider referring the employee to the Employee Assistance Program.

To facilitate the supervisor’s review, the Payroll Unit shall provide quarterly reports of sick leave usage to each command. The reports shall include individual employee’s usage and balances, and unit/division/detail use.

Excessive absenteeism is defined as that level of absenteeism that exceeds the calculated average for the division an employee is assigned by more than 20 percent of that average (see example below). This is a no-fault standard, which means that the cause for taking remedial action is not conditioned on management proving that the member was at fault for the absenteeism problem.

**NOTE:** Certain types of absenteeism, such as those covered by the Family Medical Leave Act, will not be included in the calculation of any excessive absenteeism.

**EXAMPLE:** The division’s average amount of absenteeism is found to be 10% for a three month period. Therefore, 10% + (10% x 20%) = 12%. Absenteeism greater than 12% would be considered to be excessive for that reporting period.

Other factors to consider in evaluating a potential sick leave use problem are:

- Repetitive uses of sick leave in conjunction with holidays or days off.
- Repetitive uses of sick leave on the same day of the week.
- Use of sick leave for frequently arriving at work late or for leaving early.
- Consistently low sick leave balances or use of sick leave as quickly as it is earned.
- Low sick leave balance relative to tenure and absent mitigating factors.
- Consistent use of sick leave offset by scheduled overtime.
- A combination of above factors or other demonstrable patterns of usage.

1014.5 RESOLVING DEPARTMENT AND EMPLOYEE CONCERNS
If a supervisor has cause to suspect an employee is abusing sick leave, the supervisor shall notify and conduct a review with the employee. The supervisor should meet with the employee to resolve the issue. This may include:

• Providing the employee with a copy of this policy and clarifying expectations regarding sick leave use.
• Referring the employee to appropriate county and department assistance programs.
• Obtaining agreement from the employee to work within department policies and procedures and advising the employee that findings of sick leave abuse could result in consequences consistent with progressive discipline guidelines up to and including termination.
• Requiring the employee to submit written verification from a physician for each subsequent sick leave absence.

The supervisor taking the action outlined above shall document the steps taken and follow-up within an established time frame to insure satisfactory resolution. If an employee continues to exhibit a pattern of alleged abuse, the supervisor shall then pursue progressive discipline.

1014.6 DISAPPROVAL OF LEAVE

When an employee’s use of sick leave, vacation or compensatory time off is not approved for an absence, the number of days absent, the employee’s request, the reason for disapproval, and any other information required to support the decision shall be documented and placed in the employee’s division file.

1014.7 EMPLOYEE’S RIGHT TO APPEAL

Any dispute that arises concerning the application or interpretation of this policy is reviewable via the employee grievance procedures detailed in the appropriate Collective Bargaining Agreements.
APPENDIX # 4
REASONABLE SUSPICION SUBSTANCE ABUSE TESTING

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

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

An employee who has a positive alcohol test and/or a positive controlled substance test may be subject to disciplinary action, up to and including termination.
Submit to Clerk of the Board with accompanying paperwork (Resolution, Agreements, etc.)

AGENDA SHEET

SUBMITTING DEPARTMENT: Labor Relations Unit

CONTACT PERSON: Timothy O'Brien

PHONE NUMBER: 477-2880

CHECK TYPE OF MEETING ITEM BELOW:

9:30 AM CEO MEETING: □

2:00 PM CONSENT AGENDA: x

BY LEAVE: □

5:30 PM LEGISLATIVE SESSION: □

BY LEAVE: □

SPECIAL SESSION: □

BELOW FOR CLERK'S USE ONLY:

Clerk's Resolution No. 14-0787

Approved: Majority/Unanimous

Denied: Majority/Unanimous

Renews/Amends No.

Public Works No.

Purchasing Dept. No.

AGENDA TITLE: IN THE MATTER AUTHORIZING THE EXECUTION OF A COLLECTIVE BARGAINING AGREEMENT WITH LOCAL 492RF

BACKGROUND: (Attach separate sheet(s) if necessary):

The Labor Relations Unit has been negotiating with Local 492RF regarding a one year Labor Agreement for 2014 as more particularly set forth in the proposal labeled as Attachment “A,” attached hereto and incorporated herein by reference.

FISCAL IMPACT: The proposal as specified in Attachment “A” maintains the status quo regarding medical benefits. The proposal establishes an increase in longevity benefit akin to the benefit received by the non-represented employees and a one-time pay event of a $250 signing bonus. 492RF also will receive a clothing allowance of $420 annually but because ratified in October 1, 2014 will receive $105 for 2014. 492RF will move to the 13 step wage range.

REQUESTED BOARD ACTION: The Labor Relations Unit is requesting and recommending that the Board ratify the proposal attached as Attachment “A”.

SIGNATURES:

Timothy O'Brien
Department Head/Elected Official or Designated Authority (Requesting Agenda Item)

Marshall Farnell,
Chief Executive Officer

Grants Administrator (sign-off)

Auditor's Office

Treasurer's Office

Budget Office

☐ This item will need to be codified in the Spokane County Code.