

2021 Negotiations between  
Spokane County  
and  
the Spokane County Deputy Sheriff's Association

County's Proposals  
September 2, 2021

**\*\*All proposals and tentative agreements maybe withdrawn at any time by either party.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.**

Proposal #1

ARTICLE 5 - HOURS OF WORK

- 51 The regular hours of work each day shall be consecutive except for interruptions for lunch period.
- 52 The normal work week shall consist of five (5) days of eight (8) hours of work and two (2) days of rest; four (4) days of ten (10) hours of work and three (3) days of rest or 3 days of twelve (12) hours of work and at least two (2) days of rest but no more than three (3) days of rest as **determined by the Sheriff**. Either the days of work or the days of rest shall be consecutive. The parties will negotiate over any changes the impacts of the change in work schedule prior to the change being implemented.
- 53 Eight (8) consecutive hours of work, except for interruptions for a thirty (30) minute minimum paid lunch period; ten (10) consecutive hours of work, except for interruptions for a forty-five (45) minute minimum paid lunch period, or twelve (12) consecutive hours of work, except for interruptions for a sixty (60) minute minimum paid lunch period shall constitute a work day. All employees shall be scheduled to work on a regular work shift which shall be determined from time to time by agreement of the parties. Each shift shall have regular starting and quitting times, except in emergencies.
- 54 Normal work schedules showing the employee's shifts, work days 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.
- 55 Employees on an 8-hour work schedule shall be allowed a ten (10) minute minimum rest period during each one-half (1/2) shift. Employees on a 10-hour work schedule shall be allowed a fifteen (15) minute minimum rest period during each one-half (1/2) shift. Employees on a 12-hour work schedule shall be allowed a twenty (20) minute minimum rest period during each one-half (1/2) shift.
- 56 During lunch and coffee breaks, the employee shall be available in cases of emergency. This shall apply to all shifts.
- 57 Nothing herein shall prevent the parties from agreeing to any alternative work schedules.
- 58 Markup changes within the Patrol Division shall occur at the beginning of graveyard shift on the morning of March 1 and September 1. The selection of the work shifts will be made by the seniority bid process. Those with the highest seniority will bid first among their job classification within the Patrol Division. Seniority will be based on hire date to, or promotion date of, your job classification. Positions include Deputy Sheriff, Detective/Corporal or Sergeant. For purposes of seniority, Officer Candidates are considered part of the Deputy Sheriff Classification. This bidding procedure does not affect appointed or selected positions. Probationers may be assigned shifts.
- 59 Employees coming to patrol between March 1st and June 30th or September 1st and

December 31st will be able to bid their shift by the seniority bidding process outlined in Section 5.8 above; even if this results in an employee with less seniority being bumped to a different shift. Employees coming to patrol between July 1st and August 31st or January 1st and the last day of February will not be allowed to bid their shift and will be assigned to whichever shift has the vacancy.

**510** If, at shift change, an employee is scheduled to work five (5) or more days in a row; four days for those on 10-hour shifts, or three days for those on 12 hour shifts the following formula will be used:

**510.1** The 5/2 employee can be scheduled to work four (4) or less days, followed by one day off, and then to their new shift/rotation, or

**510.2** The 5/2 employee can be scheduled to work five days, followed by two days off, and then to their new shift/rotation.

**510.3** The 4/3 employee can be scheduled to work three (3) or less days, followed by one day off, and then to their new shift/rotation, or

**510.4** The 4/3 employee can be scheduled to work four (4) days, followed by three days off, and then to their new shift/rotation.

**510.5** The 12-hour shift employee may be scheduled to work for two (2) or less days, followed by one day off, and then to their new shift/rotation or

**510.6** The 12-hour shift employee may be scheduled to work for three (3) days, followed by at least two (2) days of rest but no more than three (3) days of rest, and then to their new shift/rotation.

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

**512** **Detective Work Schedule**

**5121** **Detective Division Workweek**

Detectives may work either five 8-hour shifts or four 10-hour shifts. The starting time shall not occur prior to 0600 hours or later than 1000 hours. The ending time of the shifts will not occur after 1800. Due to staffing requirements, detectives who are not able to select Friday or Monday as their third day off on a 10-hour schedule will be allowed to select either Tuesday, Wednesday or Thursday as their third day off. Management retains the ability to limit the number of people working any specific work hours.

**5122** **Detective Division Work Schedule**

The primary days off will remain Saturday and Sunday. Those detectives working the four 10-hour shifts may select their third day off from the remaining days of the week depending on the unit requirements and restrictions. The bidding process for days off will occur twice a year on the first day of March and the first day of September. A detailed schedule listing each detective's days off will be posted and a copy maintained with the division commander.

## 5.123 Specific Detective Division Requirements

Minimum staffing by specific units will be used. Deviation from recommended minimum staffing requires Lieutenant or above approval.

### 1. Unit Requirements

~~Major Crimes Unit - A maximum of two detectives may bid days off on Monday and Friday. Minimum staffing is recommended to be three detectives.~~

~~Sex Crimes Unit - A maximum of two detectives may bid days off on Monday and Friday. Minimum staffing is recommended to be three detectives.~~

~~Property Crimes-~~

~~Valley City - A maximum of two detectives may bid days off on Monday and Friday. Minimum staffing is recommended to be two detectives~~

~~Unincorporated- A maximum of two detectives may bid days off on Monday and Friday. Minimum staffing is recommended to be two detectives.~~

~~Crimes Against Person and Property Sergeants will not be allowed to bid four 10-hour shifts.~~

The Spokane County Sheriff's Office and the Spokane County Deputy Sheriff's Association recognize the expectation of the citizens of Spokane County that serious crimes be investigated promptly and thoroughly. The parties recognize the investigation of these crimes may require the specialized skill of members in the Investigative Division, and these crimes frequently occur outside of the normal assigned work hours of the Investigative Division. Because of the expectations of the public and the need for their specialized skills, members assigned to the Investigative Division agree to be reasonably available to receive calls outside of their regularly assigned work hours, and be reasonably available to respond to crime scenes after-hours.

Members of the Sheriff's Office who hold the rank of Detective/Corporal also agree to participate in the On-Call rotation of the unit or work group to which they are assigned. The On-Call rotation will be developed by the Shift Commander of the respective units and published by January 1<sup>st</sup> of every year. Members are expected to fulfill a minimum of two **weeks** of assigned On-Call rotations every calendar year.

Members "on-call status" means those members receiving on call pay. This duty starts Friday at 1800 hours and ends the following **Monday Friday** at 0600 hours, and includes those with Fridays and/or Mondays off. **The on-call schedule shall consist of Friday starting at 1800 and concluding Monday at 0600, and Monday through Friday 1800-0600.**

Members are expected to arrive at the call-out location within one hour of being notified.

While on-call, members will not drink alcoholic beverages and will have their pager and cell phone whenever they are away from their residence.

The "on-call" members are responsible to be available for the weekend. There is no reason the "on-call" members cannot have someone else work for them. The only guidelines are that the fill-in member will be from the members "on-call" list, and the original "on-call" member will make all fill-in arrangements and advise their supervisor at least one working day prior (Thursday @ 1800 hours) to the "on-call" weekend.

**5.124 General Provisions for Detective Work Schedule**

To better serve the needs of the community, the Spokane County Sheriff's Office, and the Spokane County Deputy Sheriff's Association acknowledge this agreement is subject to renegotiation on the last day of May and the last day of November each year.

Seniority will be used to meet division and unit requirements. Seniority is based on the length of time within rank (i.e. Detective/Corporal).

Proposal #2

## ARTICLE 6 - HOLIDAYS

### **61 Allowance**

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

New Year's Day	Thanksgiving Day
Fourth of July	Christmas Day
Labor Day	

- 62** In addition to the above paid holidays full-time employees on the payroll December 31st of the previous year shall be entitled to ~~seven (7)~~ **eight (8)** paid personal holidays per calendar year ~~during 1992 and thereafter~~. 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.
- 63** In the event an employee who is entitled to ~~seven (7)~~ **eight (8)** paid personal holidays under this paragraph terminates his/her employment, personal holidays shall be calculated as follows:
- 631** Employees terminating between January 1 and March 31st shall be entitled to two (2) personal holidays,
- 632** Employees terminating between April 1 and June 30 shall be entitled to four (4) personal holidays,
- 633** Employees terminating between July 1 and September 30 shall be entitled to six (6) personal holidays
- 634** Employees terminating on or after October 1 shall be entitled to ~~seven (7)~~ **all remaining** personal holidays.
- 64** 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.
- 65** New employees hired during a calendar year shall earn:
- 651** two (2) personal holidays if on the payroll between the 1st and 15th of January
- 652** two (2) personal holidays if on the payroll between the 1st and 15th of April;
- 653** two (2) personal holidays if on the payroll between the 1st and 15th of July;
- 654** and ~~one (1)~~ **two (2)** personal holiday if on the payroll between the 1st and 15th of October.
- 66** Personal Holiday – **each employee shall receive eight (8) hours of pay for each personal holiday.** ~~allowance shall be based on a day for day basis. A personal holiday shall consist of the number of hours the employee is regularly scheduled to work at the time the personal holiday is taken.~~
- 67** Eligible employees shall receive ~~one (1) day's~~ **eight (8) hours** pay for each of the holidays listed in Section 6.1 above for which they perform no work, provided the employee is not on an authorized leave of absence without pay or on sick leave.
- 68** For non-shift employees, holidays falling on a Saturday shall be observed on the

preceding Friday and holidays falling on a Sunday shall be observed on the following Monday. For shift employees, holidays shall be observed on the day on which they occur.

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

**6.9.1** For regular shift hours - 1 1/2 times for all hours worked.

**6.9.2** For all hours worked in excess of regular shift hours - double time for all hours worked.

**6.10** If the designated holiday falls on an employee's regular day off, he/she will receive eight (8) hours pay in addition to his regular pay.

**6.11** Personal holidays must be used in the calendar year in which they were earned and cannot be carried over into the next year. Personal holidays which have not been taken shall not be paid off.

**6.12** Employees may elect to be compensated for up to forty (40) hours of unused Personal holidays, accumulated annual leave, or a combination thereof each year. Such election shall be in full day increments and shall be made anytime through October 31st of each year. Sell back requests received between the 18th of the month and the 2nd of the following month will be paid on the paycheck received on/about the 15th of the month; requests received between the 3rd and the 17th of the month will be received on the month-end paycheck. Compensation shall be computed at the rate of pay effective at the time of payment.

**6.13** Any other day so designated as a one (1) time holiday by the Governor of the State of Washington or the President of the United States shall be recognized and observed as a one (1) time event. Should an additional perpetual holiday be declared, the parties agree to meet and negotiate the impact of the holiday on the bargaining unit.

**6.14** Eligibility Requirements

Employees shall be eligible for holiday pay under the following conditions: The employee would have been scheduled to work on such day if it had not been observed as a holiday unless the employee is on layoff or sick leave.

**6.15** Holiday Pay

**6.15.1** Eligible employees who perform no work on a holiday shall be paid for eight (8) hours at their current hourly rate of pay ~~unless their regular work day is more or less than eight (8) hours.~~

~~**6.15.2** Eligible employees whose regular work day differs from the standard eight (8) hour day shall be paid their current hourly rate of pay times the number of hours in their regular work day.~~

Proposal #3

ARTICLE 7 - ANNUAL LEAVE

**7.1 Eligibility**

Employees shall start to earn annual leave allowance as of the first of the month nearest their date of hire. Employees hired on or before the 15th of the month shall receive credit for the full month. Employees hired after the 15th of the month shall not receive credit for that month. Employees shall not be eligible to take paid vacation until they have accrued six (6) days of vacation. Employees separating from service on or before the 15th of the month will not receive any credit for that month. Employees separating after the 15th of the month will receive credit for the full month.

**7.2 Allowance**

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

- 721** ~~4 working day~~ **eight (8) hours** per month for all employees having less than 5 years of service.
- 722** ~~4 1/4 working days~~ **ten (10) hours** per month for all employees having at least 5 years of service but less than 10 years of service.
- 723** ~~4 1/2 working days~~ **twelve (12) hours** per month for all employees having at least 10 years of service but less than 15 years of service.
- 724** ~~4 3/4 working days~~ **fourteen (14) hours** per month for all employees having 15 years of service but less than 20 years of service.
- 725** ~~2 working days~~ **sixteen (16) hours** per month for all employees having 20 years of service but less than 25 years of service.
- 726** ~~2 1/4 working days~~ **twenty (20) hours** per month for all employees having 25 years or more of service.

Application:

- ~~1. For an employee working 8-hour shifts, "working day" be construed as 8 hours of annual leave;~~
- ~~2. For an employee working 9-hour shifts, "working day" be construed as 9 hours of annual leave;~~
- ~~3. For an employee working 10-hour shifts, "working day" be construed as 10 hours of annual leave;~~
- ~~4. For an employee working 12-hour shifts, "working day" be construed as 12 hours of annual leave; and~~
- ~~5. For an employee working any shift greater than 8 hours, "working day" be construed as the number of hours in such shift for the purposes of accrual of annual leave under the Agreement.~~
- ~~6. Appendix C has additional directions regarding the application of this section.~~

- **Annual Leave Pay**



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

- **Choice of Annual Leave Pay**

- Annual leave shall be granted at the time requested by the employee. If the nature of the work makes it necessary to limit the number of employees on vacation at the same time, the employee with the greater seniority shall be given his choice of annual leave period in the event of any conflict over annual leave period.
- Annual leave may be accumulated to a total of twice the amount earned annually to a maximum amount of ~~forty (40) working days~~ credit of **480 hours**, whichever is the lesser. Any annual leave accumulated beyond this limit will be forfeited unless the employee is asked in writing to defer his vacation because of work schedules, in which case the annual leave shall not be forfeited. Nor may an employee be paid additional compensation for earned vacation time not taken, except at the time of severance from County employment as hereinafter provided. (See Appendix C for additional application direction.)

- **Holiday During Vacation Period**

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

- **Work During Vacation Period**

- Any employee who is requested to and does work during his vacation period shall be paid for regular hours at a rate of time and one-half (1 1/2) his/her regular rate. In addition, the employee will not lose his/her vacation time for those hours worked. This also applies to call back for court.
- Employees who are required to return from vacation travel or must cancel prepaid non-refundable travel reservations due to departmental demand will be refunded reasonable expenses for travel or such prepaid reservations. Such expenses for employees' immediate family dependents may be given consideration for reimbursement. Where control or cause of the cancellation or return is outside the Sheriff Department, reasonable expenses may be refunded.

- **Vacation Rights in Case of Layoff or Separation**

- Any employee who is laid off, discharged, retired or separated from the service of the employer for any reason prior to taking his vacation, shall be compensated, **less any required deductions**

**and taxes, in cash** for the unused vacation he has accumulated at the time of separation.

- Employees who have accrued annual leave while on paid administrative leave for disciplinary purposes will lose those privileges accrued during such administrative leave if the employee is discharged.
- Refer to Appendix "C" for additional payoff procedure and amounts.

Proposal #4

ARTICLE 8 - SICK LEAVE

**8.1 Eligibility and Accumulation**

\_\_\_\_\_ Employees shall start to earn sick leave at the rate of one (1) day per month.

**8.1.1** Sick leave may roll over at the end of the year to a total of one hundred thirty (130) days **eight hundred (800) hours**. An additional fifty (50) days **four hundred (400) hours** of sick leave may be accumulated and held in reserve for use. No part of the additional fifty (50) days **four hundred (400)** reserve sick leave shall be paid off upon termination under the provisions of Section 8.3 of this Article.

**8.1.2** Application: **All employees will accrue eight (8) hours per month.**

1. \_\_\_\_\_ For an employee working 8-hour shifts, "working day" be construed as 8 hours of sick leave;
2. \_\_\_\_\_ For an employee working 9-hour shifts, "working day" be construed as 9 hours of sick leave;
3. \_\_\_\_\_ For an employee working 10-hour shifts, "working day" be construed as 10 hours of sick leave;
4. \_\_\_\_\_ For an employee working 12-hour shifts, "working day" be construed as 12 hours of sick leave; and
5. \_\_\_\_\_ For an employee working any shift greater than 8 hours, "working day" be construed as the number of hours in such shift for the purposes of accrual of sick leave under the Agreement.
6. \_\_\_\_\_ Appendix C has additional directions regarding the application of this section.

Proposal #5

**ARTICLE 9 - LEAVES OF ABSENCE**

**9.1 Bereavement Leave**

- 9.1.1 In the event a member suffers a death of his/her immediate family as defined below, the member is entitled to up to three (3) working days off with pay, not chargeable to their sick leave balance. Bereavement leave in the case of a spouse or a child is allowed up to ten (10) working days.**
  
- 9.1.2 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.**
  
- 9.1.3 Two additional working days may be authorized if travel time is needed for out-of-town family members. To be considered out-of-town, the employee must travel more than one hundred and twenty-five miles outside of Spokane County.**
  
- 9.1.4 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.**

Proposal #6

**ARTICLE 10 - WAGES/OVERTIME**

**10.4 Pay Period**

The salaries and wages of employees shall be paid bi-monthly. **in accordance with the County's payroll schedule. If a lag pay system is implemented during the term of this agreement, the County agrees to meet and discuss the impacts of the decision.**

**10.8 Overtime**

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

**10.8.1** All work performed in excess of eight (8) hours (10 hours if on a 4 day, 10 hour shift or 12 hours if on a 3 day, 12 hour shift) in any work day.

**10.8.2** All work performed in excess of forty (40) hours in any work week.

**10.8.3** Scheduled overtime - Scheduled overtime shall be:

**10.8.3.1** Any work in excess of the regular schedule where the employee is notified of the work with a minimum of 48 hours advanced notice; or

**10.8.3.2** Any work in excess of the original schedule which the employee has volunteered to work.

**10.8.3.3** Effected employees will be paid a minimum of one (1) hour at time and one half the employees regular straight time rate.

**10.8.4** Unscheduled overtime - Unscheduled overtime shall be any work in excess of the regular schedule where the employee is notified of the work with less than 48 hours advanced notice and the time is adjoining with the employee's regular shift, including any scheduled overtime.

**10.8.5** All work performed on any of the paid holidays set forth in Article V.

**10.8.6** Except in an emergency or when necessary to investigate or resolve an ongoing operation, no employee will be required or otherwise allowed to work in excess of fourteen (14) consecutive hours.

**10.8.7** Except in an emergency, when declared at the Sheriff's discretion or when necessary to investigate or resolve an ongoing operation, or upon mutual consent of the employer and employee, no employee will be required to report for work without at least eight (8) hours rest between shifts.

**10.8.8** Patrol Corporals, Detectives, and Sergeants will be allowed to work patrol overtime only in the event that no members of the rank of deputy volunteer or sign up for the overtime within a reasonable amount of time before the work is to be performed. Overtime pay will be based on the corporal's rate of pay. ~~This agreement does not authorize detectives or sergeants to work any scheduled or unscheduled patrol overtime.~~

### **10.13 Specialty Pay**

~~Effective January 1, 2019,~~ members who leave or are reassigned from any specialty pay will cease to receive the added pay. Members may receive more than one specialty pay with the approval of the Sheriff.

**10.13.1 Bomb Squad** members who are deemed qualified shall receive six percent (6%) of a Top Step Deputy's wage each month they qualify for Bomb Squad assignment, in addition to their regular pay. This added pay will cease if the member is reassigned from this unit.

**10.13.2 SWAT** members shall receive three percent (3%) of a top step Deputy's wage each month they qualify for SWAT assignment, in addition to their regular pay. This added pay will cease if the member is reassigned from this unit.

**10.13.3 K-9 Dog Handlers** shall receive 4.5% of a top step Deputies wage each month they are caring, grooming, feeding, exercising, and performing other related maintenance requirements of the dog assigned to them. This 4.5% represents eight hours of the dog handlers' regular rate of pay. The K-9 handlers regular rate of pay is inclusive of the current 3% per month received by each K-9 handler for working/training their dog. In the event that extraordinary care (i.e. veterinarian attention or other non-routine or non-recurring attention) requires additional time to be spent on the dog outside the normal range and time or duties, the officer must submit a time slip recording the extraordinary care. This time slip will be in the format as directed by the Sheriff's Office. Pay for this extraordinary care will be determined by reviewing the employee; work day, work week, and the appropriate hourly rate for the individual officer. This added pay will cease if the member is reassigned from this unit.

**10.13.4 Investigative Division** Sergeants and Deputies assigned to the Investigative Division shall receive three percent (3%) of a top step deputy's wage, in addition to their regular pay, for each month they are assigned to the Investigative Division. This added pay will cease if the member is reassigned from this Division.

**10.13.5 Investigative Task Force** To provide consistent pay amongst employees in Job Code 4029DS, Detective Corporal, effective January 1, 2019, Detective Corporals will no longer receive SP4 pay for the Investigative Task Force assignment (ITF). Instead, the salary range for Job Code 4029DS will be adjusted upwards from Grade 6TP to 6MK which reflects three percent (3%) of a top step Deputies' wage. This added pay will cease if the member is reassigned from this task force.

**10.13.6 Qualified Marine Enforcement** Deputies shall receive three percent (3%) of a top step Deputy's Wage, in addition to their regular pay, for each month they are assigned to the Marine Enforcement unit. This added pay will cease if the member is reassigned from this unit.

**10.13.7 Qualified Field Training Officers, Field Training Corporals and the Sergeant supervising the Field Training unit shall receive ~~three percent (3%)~~ **five (5) percent** of a top step Deputy's wage, in addition to their regular pay, for each month they are assigned to the Field Training unit. This added pay will cease if the member is reassigned from this unit.**

**10.13.8 Qualified Firearms/Armorer Instructor's shall receive three percent (3%) of a top step Deputy's wage each month, in addition to their regular pay, for each month they are assigned as a Qualified Firearms/Armorer Instructor. This added pay will cease if the member is reassigned from this unit.**

**10.13.9 Tactical Flight Officer shall receive six (6) percent of a top step Deputy's wage each month, in addition to their regular pay, for each month they are assigned as a Tactical Flight Officer. This added pay will cease if the member is reassigned from this unit.**

**10.13.10 Qualifications for specialty pay shall be determined in Labor/Management meetings.**

**1017 During the fall of the year when a member works an extra hour because of daylight savings time, that member will be compensated by overtime or compensatory time for the extra hour. During the spring of the year when a member works one less hour because of the time change, the member will be required to either work one hour past their normal shift hours or be allowed to use one hour of leave time at the employer's discretion.**

Proposal #7

ARTICLE 12 - DISCIPLINE AND DISCHARGE

**121 Discipline**

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

**1211** Oral reprimand

**1212** Written reprimand

**1213** Suspension (Notice to be given in writing within twenty-four (24) hours of action.

~~**1214** Demotion (a demotion shall not result in the layoff of another employee within the bargaining unit)~~

**1215** Discharge (Notice to be given in writing within twenty-four (24) hours of action)

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

**12.10 For all non-disciplinary grievances, the arbitration proceeding shall be conducted by an arbitrator to be selected by the employer and the Association within ten (10) days after notice has been given. If the parties fail to select an arbitrator, The American Arbitration Association shall be requested by either or both parties to provide a panel of nine (9) arbitrators. The first strike shall be determined by a coin flip. Each side shall alternatively strike names until a single arbitrator remains. The remaining person shall be the arbitrator. The decision of the arbitrator shall be final and binding on the parties, and the arbitrator shall be requested to issue his decision within thirty (30) days after the conclusion of testimony and argument.**

**12.11 (NEW Language) For all disciplinary grievances that remain unresolved at Step 3, the arbitration proceeding shall be conducted by an assigned arbitrator as outlined in RCW 41.58. The decision of the arbitrator shall be final and binding on the parties, and the arbitrator shall be requested to issue his decision within thirty (30) days after the conclusion of testimony and argument. The final decision, with the grievant and witness name(s) redacted, shall be posted on the Commission's website within thirty (30) days of the final decision being made.**



Proposal #8

ARTICLE 14 - GENERAL PROVISIONS

**14.3 Time Off For Association Business**

**1431** Upon the approval of the Sheriff, one Association official and such Association legislative officials as agreed upon by the Association and Sheriff, shall be allowed the required time without loss of pay to attend official Association conferences, Association legislative conventions and state or national conferences, not to exceed five (5) days, each official, for each conference or convention. This policy shall not create overtime costs to the Spokane County Sheriff's Office. **Association officials may at their discretion, either go unpaid or use accrued time to cover time missed due to attendance of Association business.**

**1432** It is agreed the employer has the right to refuse paid time off if the above time is to be used for lobbying or legislation contrary to the Sheriff's stated position.

**14.11 Authorized Agents**

The County's principle authorized representative shall be the ~~Human Resources~~ **Employee & Labor Relations** Manager or his/her duly authorized representative located at 824 N Adams Street, Spokane, WA 99260, telephone (509)477-2880, except where a particular County representative for purposes of accepting notice of proposed negotiable issues shall be specifically designated by the HR Director or the ~~Human Resources~~ **Employee & Labor Relations** Manager in connection with the performance of a specified function or obligation set forth herein.

The Association's authorized representative(s) shall be the elected President or his/her duly authorized representative of the Deputy Sheriff's Association. The Association will notify the County ~~Human Resources~~ **Employee & Labor Relations** Manager in January of each year the name of the authorized representative of the DSA.

Proposal #9

ARTICLE 15 - MEDICAL, DENTAL, LIFE INSURANCE, LTD

**15.1. Medical/Dental/Life Insurance**

1. The County will provide eligible employees with health (including pharmacy), vision, and dental insurance, short term disability, long term disability, and life insurance on the same terms including benefits, benefit levels, benefit design, co-payments, co-insurance and deductibles, as offered by the County to its non-represented employees.
2. In the event the County makes changes to these insurance benefits/benefit plans during the life of this Agreement effecting the County's non-represented employees, the Union will be provided with at least a thirty (30) day notice and an opportunity to impact bargain the effects prior to implementation.
3. These benefits are more fully described in the Summary Plan descriptions/Insurance Policies. These benefits are governed by the Plan descriptions/Insurance Policies and any interpretation or discrepancy will be controlled by the Plan descriptions/Insurance Policies of the change(s).

~~15.1.1~~ \_\_\_\_\_ The Employer agrees to provide two (2) medical plans; the Spokane County Self Insured Preferred Provider Plan (PPO) and a Health Maintenance Organization (HMO).

~~The employee monthly premium cost sharing formula shall be employees contributing 5% towards the employee's medical premium and 10% towards the employee's dependents' premiums.~~

~~15.1.2~~ \_\_\_\_\_ Employee's monthly premium sharing costs will be set up to be paid with pre-tax dollars and the employee's monthly premium will be split over the two pay periods in the month. Changes may only be made during medical/dental open enrollment.

~~15.1.3~~ \_\_\_\_\_ The County agrees to maintain current level of benefits with the ability to open medical benefits during term to meet with the Association regarding benefits changes, introduction of alternate medical plans and any item that will assist both the County and the Association to consider cost containment issues. Any modifications to the medical benefits during the term of this agreement shall be by mutual agreement only.

~~15.1.4~~ \_\_\_\_\_ In the event that the premium for the plan selected by the employee for the employee and dependents, if any, is less than the Employer's maximum contribution, the difference shall remain in the designated self-insured medical fund.

~~15.1.5~~ \_\_\_\_\_ The Employer further agrees that the level of coverage provided by the PPO and/or HMO shall not be reduced during the term of this agreement even in the event that the carrier of said

coverage is changed.

**15.1.6** \_\_\_\_\_ The major elements of the medical plans shall be as follows:

(HMO) Plan	(PPO) Plan
\$200 Individual / \$600 Family Deductible	\$500 Individual / \$1500 Family Deductible
90/10 Coinsurance	80/20 Coinsurance
\$30 Office Visit Co-pay	\$30 Office Visit Co-pay
Preventive no out-of-Pocket	Preventive no out-of-Pocket
\$1,000 Individual / \$3000 Family Out of Pocket Maximum	\$2,000 Individual / \$6000 Family Out of Pocket Maximum
\$15/\$30/\$50 RX Retail Mandatory Generics \$30/\$60/\$100 RX Mail Order Mandatory Generics	\$15/\$30/\$50 RX Retail Mandatory Generics \$37.50/\$75/\$125 RX Mail Order Mandatory Generics
\$150 ER Co-pay	\$150 ER Co-pay
\$150 Vision Hardware Every 24 Months	Covered in Full Up to \$300 Every 12 Months

Disease Management will be added to both plans and Chiropractic visits will be limited to 24 Per Calendar Year in the PPO plan.

**15.2 Dental**

**15.2.1** \_\_\_\_\_ The employee monthly premium cost sharing formula shall be employees contributing 5% towards the employee's dental premium and 10% towards the employee's dependents' premiums.

**15.2.2** \_\_\_\_\_ The Employer agrees to provide two (2) dental plans; the Spokane County Self Insured Preferred Provider Plan (PPO), Delta Dental Service of Washington (WDS - PPO) and the Dental Maintenance Organization (OMO), Willamette Dental.

**15.2.3** \_\_\_\_\_ In the event that the premium selected by the employee for the employee and dependents, if any, is less than the Employer's maximum contribution, the difference shall remain in the designated self-insured dental fund.

**15.2.4** \_\_\_\_\_ The Employer further agrees that the level of coverage provided by the Spokane County Self Insured Preferred Provider Plan shall not be reduced during the term of this agreement even in the event that the carrier of said coverage is changed.

~~15.3~~ **Vision**

~~15.3.1~~ The employee monthly premium cost sharing formula shall be employees contributing 5% towards the employee's vision premium and 10% towards the employee's dependents' premiums.

~~15.6~~ **Long Term Disability Premium**

\_\_\_\_\_ County agrees to pay full LTD premium effective 1/1/19 until 12/31/21 for each member. This will be set up as premium pay.

Proposal #10

**APPENDIX A**

<u>Classification</u>		<u>2019 2022</u>	<u>2020</u> <u>2023</u>	<u>2021 2024</u>
Deputy Sheriff	6HA	<del>3.15%</del> <b>3.00%</b>	<del>2.25%</del> <b>3.00%</b>	<del>2.25%</del> <b>3.00%</b>
Detective/Corporal	6RF	<del>3.15%</del> <b>3.00%</b>	<del>2.25%</del> <b>3.00%</b>	<del>2.25%</del> <b>3.00%</b>
Sergeant	7AR	<del>3.15%</del> <b>3.00%</b>	<del>2.25%</del> <b>3.00%</b>	<del>2.25%</del> <b>3.00%</b>

All Deputy Sheriffs hired on or after January 1, 1994 shall be compensated on step one of the salary range in accordance with the County Salary Administration Plan. upon completion of 12 months on Step One they shall move to Step 3. Upon completion of 12 months on Step 3 they shall move to Step 5. Upon completion of twelve months at Step 5 they shall move to Step 7. All Deputy Sheriffs on the payroll prior to January 1, 1994 shall be placed in that step of the salary range and have future step placement governed by the step progression specified herein.

Proposal #11

APPENDIX C

SECOND ADDENDUM TO  
MEMORANDUM OF UNDERSTANDING TO IMPLEMENT ARBITRATION  
AWARD (JUNE 2006) REGARDING ANNUAL AND SICK LEAVE ACCURALS BETWEEN  
SPOKANE COUNTY, SPOKANE COUNTY SHERIFF AND  
SPOKANE COUNTY DEPUTY SHERIFF ASSOCIATION (SCDSA)

The Spokane County Deputy Sheriff's Association (SCDSA), Spokane County Sheriff's Department and Spokane County (hereafter collectively referred to as Parties) executed a Memorandum of Understanding (MOU) implementing an award by arbitrator George Lehleitner ordering Spokane County to utilize a deputy's shift hours (currently 8, 9, 10 or 12-hour shifts) to calculate annual and sick leave accrual rates under certain sections in Article 7 and 8 of the Parties Collective Bargaining Agreement (CBA). THE Parties  
The Parties desire to clarify paragraph 2 of the First Addendum as follows after the restatement of the original MOU and First Addendum (less Appendix "A").

ORIGINAL MOU

The Parties agree the implementation of this award will be as follows:

1. \_\_\_\_\_ The definition of a "working day" in section 7.2 and 8.1 of CBA will correlate to the shift a deputy is working.

For example, a newly hired deputy who works a twelve (12) hour shift will accrue annual and sick leave at 12 hours per month and a newly hired deputy who works an eight (8) hour shift will accrue annual and sick leave at 8 hours per month. A six

(6) year deputy who works a twelve (12) hour shift will accrue annual leave at 15 hours per month and 12 hours of sick leave per month while a six (6) year deputy working an eight (8) hour shift will accrue annual leave at 10 hours per month and sick leave at 8 hours per month.

If a deputy were to change from the twelve (12) hour shift to an eight (8) hour shift, the hours of accumulated leave would be adjusted down to equate to an eight (8) hour shift. (Total Number of Accrued Hours \ 12 = Number of Shifts x 8 = New Total Number of Accrued Hours). By the same token, a deputy working an eight (8) hour shift who changes to a twelve (12) hour shift would have the leave accruals adjusted up. (Total Number of Accrued Hours / 8 = Number of Shifts x 12 = Total New Number of Accrued Hours).

2. \_\_\_\_\_ The maximum amount of annual and sick leave that can be accumulated at any time under sections 7.4.2 and 8.1.2 of CBA would be calculated based upon the deputy's shift. The maximum number of annual and sick leave shifts would therefore be adjusted up or down when a deputy changes between an eight (8), ten (10) or twelve (12) hour shift.

For example, under section 7.4.2 of CBA, a deputy working an eight (8) hour shift can accumulate no more than twice the amount earned annually to a maximum of 40 shifts or 320 hours. A deputy working a twelve (12) hour shift can accumulate no more than twice the amount earned annually to a maximum of 40 shifts or 480 hours.

In those cases where there is a change in shifts, the maximum caps in terms of hours would be adjusted up or down as described in Paragraph 1 above.  $(\text{Total Number of Accrued Hours} / \text{Old Shift Hours} = \text{Number of Shifts} \times \text{New Shift Hours} = \text{New Total Number of Accrued Hours})$ . This same formula would apply to section 8.1.2 of CBA (Sick Leave).

3. Compensation for unused leave accruals under sections 7.7 and 8.3 of CBA would be calculated on the basis of an eight (8) hour day. For example, under section 7.7.1 of CBA, a deputy working a 12-hour shift with 60 hours of accrued annual leave when separation of employment occurs, would be compensated as follows:  $\text{Accrued Annual Leave} / \text{Shift} = \text{Number of Shifts} \times 8 = \text{Hours of Unused Vacation} \times \text{Hourly Rate of Pay at Separation} = \text{Payoff Amount}$ . (60 hours divided by 12 equals 5 working shifts multiplied by 8 hours which equates to 40 hours of unused vacation to be paid out.)

4. Arbitrator Lehleitner awarded retroactivity to June 17, 2005 but because accruals do not mature unless a deputy works between the first and fifteenth of the month (Sections 7.1 and 8.1 of CBA), retroactivity will start the month of July 2005.

After deputies leave accruals are calculated as a result of this retroactivity, if deputy's annual leave accrual exceeds the maximums as described in Paragraph 2 above, Spokane County agrees, one time only, to compensate said deputy for hours in excess of the maximum annual leave accruals to ensure this maximum accrual is not exceeded. Thereafter, deputies will be solely responsible to ensure annual

leave is not forfeited pursuant to section 7.4.2 of the CBA.

Parties agree that this one time cash out for exceeding maximum accruals as a result of retroactivity only applies to Annual Leave (Article 7) and not Sick Leave (Article 8).

## **FIRST ADDENDUM**

1. The deputies balance of annual and sick leave accruals as of August 31, 2006, will be calculated by using deputies Peoplesoft leave balances as of July 1, 2005 and converting these balances based on their shift assignment on August 31, 2006.  $(\text{Total Number of Accrued Hours on July 1, 2005} / 8 = \text{Number of Shifts} \times \text{Shift Hours on August 31, 2006} = \text{Converted Beginning Leave Balance})$ .

Adjustments will be made to the deputies Converted Beginning Leave Balances by deducting any activity (time taken, adjustments, time sold) between July 1,

2005 and August 31, 2006. Additionally, depending on which shift a deputy was assigned to for each month between July 1, 2005 and August 31, 2006, a

retroactivity accrual adjustment will be added to the Converted Beginning Leave Balances based on the deputies' assigned shift during a respective month. (Deputies assigned to a ten (10) hour shift will receive two (2) hours for each month assigned to that shift and those assigned to a twelve (12) hour shift will receive (4) hours for each month assigned to that shift).

Finally, the deputies' Peoplesoft leave balances as of August 31, 2006 will be updated by taking the Adjusted Converted Beginning Leave Balances and subtracting the deputies recorded leave

~~balances in Peoplesoft on August 31, 2006.~~

~~A formula is attached as Appendix "A" and incorporated herein by reference.~~

~~2 \_\_\_\_\_ When a deputy will be utilizing their leave accruals for a majority of a month (for example FMLA, Workers Compensation, Light Duty, Terminal Leave), said deputy will be assigned to an eight (8) hour shift and their leave accruals will be adjusted accordingly.~~

## **SECOND ADDENDUM**

~~Spokane County, Spokane County Deputy Sheriff Association and the Spokane County Sheriff Department desire to clarify when member's shift assignments will be converted because of utilization of leave accruals as outlined in Paragraph 2 of the Second Addendum:~~

~~Members of the association will have their shift changed to five eight hour shifts and their leave accruals adjusted accordingly only when they go on terminal leave. Terminal leave is defined as leave taken when the return of the member to the work force is doubtful. Examples include leave at the end of the member's career or leave due to a clear long term injury or illness which renders the employee unable to return to regular duty or to a light duty position.~~

~~Management has the absolute right to designate leave as terminal leave. Management's determination that a member is on terminal leave will be based on information at Management's disposal such as documents from the member's physician, Management's physician, personal/administrative files and other pertinent information.~~

~~When a member is assigned to a light duty position, their shift will be converted on a case by case basis determined by the light duty assignment.~~

~~Conversion to eight (8) hour shifts and adjustments to leave accruals will not be adjusted for other sickness, injury, or FMLA leave unless determined terminal leave by Management.~~