2021 Negotiations between

Spokane County

and

the Lieutenants & Captains Association

County’s Proposals

July 28, 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\*\*All proposals and tentative agreements maybe withdrawn at any time by either party.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**

1. **A member’s work day will begin when the member arrives at their assigned work location.**
2. **If a member performs significant work related activities during their drive to their assigned location, the member’s work day will begin at this time. The end time of the member’s shift will be adjusted accordingly. If the member is required or authorized to work past the new end time, the overtime provisions contained within Article \_\_\_\_ will be followed.**
3. During lunch and coffee breaks, members shall be available in cases of emergency. This shall apply to all shifts.
4. Nothing herein shall prevent the parties from agreeing to any alternative work schedules or prevent an Association member from flexing their hours of work to accommodate regular work responsibilities.

**5.5.1** 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 of rest between shifts. This provision will not apply to any member considered to be on call.

1. Members assigned to patrol between March 1st and June 30th or September 1st and December 31st will be able to bid their shift **based upon** ~~by the~~ seniority ~~bidding process~~ **and will accept the days off of the position they are assigned to** even if this results in a member with less seniority being bumped to a different shift or assignment. Members 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.
2. **~~Weekly Rotational On Call Schedule~~**

~~All commissioned personnel who are the rank of Lieutenant and above, except for the Sheriff and Undersheriffs, will participate in a weekly rotational on-call schedule. This is to provide coverage for patrol in the absence of the regularly scheduled Lieutenant. The on-call person will be responsible for addressing all questions and requests initiated by a patrol supervisor and be available for response, if the situation requires an on-duty shift commander be present.~~

* ~~The weekly schedule will commence at 0700 hrs Monday, and end at 0700 hrs Monday.~~
* ~~During the regular weekday hours, another on duty lieutenant can be utilized in lieu of the on-call person.~~
* ~~A person scheduled to be on call may elect to trade their regular on call week with another person in the on-call rotation, but will remain responsible for notifying all affected supervisors.~~
* ~~A Division Commander may elect to have a lieutenant cover their regular work duties in their absence and may grant necessary authority for the duties in question.~~
* ~~Lieutenants may use department vehicles when running personal errands while staffing actual on-call during weeknights and weekends.~~
* ~~If illness or a family emergency causes an inability for the on-call person to staff on call remain on call, that person will immediately notify the Division Commander.~~
* ~~If, during the on-call duty, the sleep cycle of the on-call person is significantly disrupted as to affect their ability to work their next regular shift that on call person has discretion to place themselves on call for their next regularly scheduled shift or flex their hours. They will remain responsible for any hours not covered as a result of flexing their shift and for notifying their immediate supervisor and all affected shift supervisor of their work and/or on call status.~~

Proposal #2

**ARTICLE 6 - HOLIDAYS**

1. **Allowance**

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

New Year's Day

Fourth of July

Labor Day

Thanksgiving Day

Christmas Day

1. In addition to the above paid holidays full-time members on the payroll December 31st of the previous year shall be entitled to ~~seven (7)~~ **eight (8)** paid personal holidays per calendar year. Each member shall select the days on which the member desires to take the personal holidays subject to the approval of the member's supervisor.
2. In the event a member 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:
3. Members terminating between January 1 and March 31 shall be entitled to two (2) personal holidays,
4. Members terminating between April 1 and June 30 shall be entitled to four (4) personal holidays.
5. Members terminating between July 1 and September 30 shall be entitled to **six** (6) personal holidays.
6. Members terminating on or after October 1 shall be entitled to ~~seven (7)~~ **eight (8)** personal holidays.
7. Members 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.
8. ~~Personal Holiday allowance shall be based on a day for day basis. A personal holiday shall consist of the number of hours the member is regularly scheduled to work at the time the personal holiday is taken.~~
9. Holidays will be observed on the days they occur unless the holiday falls on member’s regular day off, in which case the holiday will be observed on an adjacent work day for that lieutenant.
10. If a lieutenant is required to work a holiday, then that lieutenant will observe the holiday on an adjacent work day or other day in which it is practical to schedule the alternate day.
11. If a holiday falls on an actual day of work and the preference for that person is to take the day Off-Extra, the weekly on call person will be responsible for covering that holiday. (REF: Article 5.8)
12. Personal holidays must be used in the calendar year in which they were earned and can not be carried over into the next year. Personal holidays which have not been taken shall not be paid off.
13. ~~Members 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 or 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.~~
14. 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.

~~If the Deputy Sheriff Association’s leave accruals (sick, annual, holiday) are altered by Arbitrator the Lt/Capt Association leave accruals will be altered likewise.~~

Proposal #3

**ARTICLE 7 - ANNUAL LEAVE**

1. **Eligibility**

Members separating from service on or before the 15th of the month will not receive any credit for that month. Members 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:

* 1. ~~1 ½~~ **Twelve (12) hours** ~~working days~~ per month for all members having at least 10 years of service but less than 15 years of service.
  2. ~~1 ¾~~ ~~working days~~ **Fourteen (14) hours** per month for all members having 15 years of service but less than 20 years of service.
  3. ~~2 working days~~ **Sixteen (16) hours** per month for all members having 20 years of service but less than 25 years of service.
  4. ~~2 ¼ working days~~ **Eighteen (18) hours** per month for all members having 25 years or more of service.
  5. 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 Agreement.~~
     6. ~~Appendix A has additional directions regarding the application of this section.~~

1. **Annual Leave Pay**

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

1. **Choice of Annual Leave Pay** 
   1. Annual leave shall be granted at the time requested by the member unless the nature of the work makes it necessary to limit the number of members on vacation at the same time. The member with the greater seniority shall be given his choice of annual leave period in the event of any conflict over annual leave period.
   2. Annual leave may be accumulated to a total of twice the amount earned annually, **to a maximum of 432 hours** ~~to a maximum amount of forty (40) working days credit, whichever is the lesser~~. Any annual leave accumulated beyond this limit will be forfeited unless the member is asked in writing to defer his vacation because of work schedules in which case the annual leave shall not be forfeited. Nor may a member be paid additional compensation for earned vacation time not taken, except at the time of severance from County employment as hereinafter provided.

**7.5 Holiday During Vacation Period**

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

1. **Work During Vacation Period**
2. Any member who is requested to and does work during his vacation period will not lose his/her vacation time for those hours worked. This also applies to call back for court.
3. Members 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 member’s 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.
4. Any member 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 in cash for the unused vacation he has accumulated at the time of separation.

**7.8 Members, who have five (5) years or more of continuous service and who have used a minimum of forty (40) hours of accrued time in the previous twelve (12) months, will have the option once per calendar year to cash out hours in their bank as long as they have a minimum of 160 hours of accumulated time (unused Personal Holidays, accumulated annual leave, compensatory time, or combination thereof) at the time of the request. An employee may cash out up to forty (40) hours in ¼ hour increments.**

Proposal #4

**ARTICLE 8 - SICK LEAVE**

1. **Eligibility and Accumulation**
   1. Members in paid status for any portion of the month shall earn sick leave at the rate of ~~one (1) day~~ **eight (8) hours** per month.
   2. Sick leave may rollover to a total of ~~one hundred thirty (130) days~~ **1040 hours**. An additional ~~fifty (50) days~~ **four hundred (400) hours** of sick leave may ~~be~~ rollover and held in reserve for use. No part of the additional ~~fifty (50) days~~ **four hundred (400) hours** reserve sick leave shall be paid off upon termination.
      1. ~~Application:~~
2. ~~For an employee working 8 hour shifts, “working day” be construed as 8 hours of sick leave;~~
3. ~~For an employee working 9 hour shifts, “working day” be construed as 9 hours of sick leave;~~
4. ~~For an employee working 10 hour shifts, “working day” be construed as 10 hours of sick leave;~~
5. ~~For an employee working 12 hour shifts, “working day” be construed as 12 hours of sick leave;~~
6. ~~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.~~

~~Appendix A has additional directions regarding the application of this section.~~

1. **Allowance**
   1. Any member contracting or incurring any sickness or disability which renders such member unable to perform the duties of his employment shall receive sick leave pay up to the amount they have accumulated.
   2. Immediate family shall consist of spouse, State Registered Domestic Partner, parent, step-parent, child (biological, adopted, step or foster) regardless of age or dependency status, brother, sister, grandparent, father-in-law, mother- in-law, brother-in-law, sister-in-law, daughter-in-law, son-in-law, grandchildren, or more distant relative if living as a member of the member's immediate household.

Domestic Partner – Members who have registered with the Secretary of State a Domestic Partner.

Members who divorce spouse or terminate Domestic Partner must notify employer with 30 calendar days of the effective date of divorce/termination or may be subject to discipline.

**8.2.3** ~~Bereavement Leave: In the event of sickness, disability, medical or dental appointments or death in the immediate family requiring the presence of the employee, he/she shall be granted sick leave with pay.  For the use of sick leave, the immediate family shall be defined as:  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.  The Sheriff Administration will allow members of the Lieutenants and Captains Association to use time other than sick upon request by the Member of the Captain and Lieutenants Association.~~

1. **Unused Sick Leave**

Members shall be compensated in cash for 50% of all accumulated unused sick leave upon retirement, death, or separation after 20 years of continuous service with the Sheriff's Department. In the event of death, payment is to be made to the estate of the member. In the event of payment for separation after 20 years of continuous service, no payment will be made if the separation is as a result of a disciplinary procedure. Compensation under this section shall not exceed the equivalent of ~~sixty-five (65) days~~ **520 hours of** pay.

Proposal #5

**ARTICLE 9 - LEAVES OF ABSENCE**

1. **Eligibility Requirements**

Association members are eligible for leaves of absence.

1. **Application for Leave**

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

1. **~~Types of Leaves~~ Civic & Military leave**
   1. **Civic Duty**
      1. Any necessary leave shall be allowed by the Sheriff to permit a member to serve as a member of a jury, or to take examinations for County positions, or to exercise his/her other obligatory civil duties. Members called for jury duty who are not selected for a jury shall return to work when released by the court. Each member who is granted such jury duty leave, and who, for the performance of the civic duties involved, receives any compensation, shall be paid by the County for the time he/she is absent from work upon turning in to the County the compensation received for such jury duty. Should a member be called for jury duty, the County may request the court to excuse him/her.
      2. Any necessary leave may be allowed by the head of a department to permit a member to exercise his/her voluntary civic duties. Such leave shall be without pay.
2. **~~Parental Leave~~**

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

1. **~~Other Leaves~~**

~~Any other leaves may be granted by mutual consent of the employer and the member.~~

1. **Military Service**

Every member of the Sheriffs Department who is a member of the Washington National Guard or of the armed services reserve of the United States shall be entitled to and shall be granted military leave of absence from such employment for a period not exceeding Twenty-one (21) working days during each calendar year. Such leave shall be granted in order that the persons may take part in active training duty in such a manner and at such a time as he may be ordered to active training duty. Such military leave of absence shall be in addition to any vacation or sick leave to which the member might otherwise be entitled and shall not involve any loss of rating privileges or pay. During the period of military leave not to exceed Twenty-one (21) working days per year, the member shall receive from the County his regular rate of pay for his permanent classification.

1. **Unpaid Leave of Absence - Impact on Benefits**
2. Members on an unpaid leave of absence must be in a pay status for more than one half (1/2) of their scheduled workdays during the month to earn credit for paid leave time; benefits based on length of service or group insurance coverage. Members on an unpaid leave of absence will be allowed to continue their insurance benefits up to six (6) months by personally paying all premiums in accordance with procedures established by the County Auditor.
3. The provisions of the paragraph above shall not apply to members on an unpaid leave of absence due to a compensable industrial accident.

**9.5 Parental Leave**

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

* 1. **Federal Family Medical Leave**

Members who take leave time under the provisions of the Federal Family Medical Leave Act of 1993 shall be required to use all available annual leave and sick leave prior to taking any unpaid leave. ~~Association member may elect to preserve up to 22 days of accumulated sick leave from the requirements of this section.~~

**9.6 Bereavement Leave**

* + - * **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.**
      * **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.**
      * **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.**
      * **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 AND OVERTIME**

**10.2 Pay Period**

~~The salaries and wages of members shall be paid semi-monthly~~ **In accordance with the County’s payroll schedule.**

* 1. **~~On call Lieutenants shall be paid as follows:~~**

**~~10.7.1~~** ~~One and one half (1.5) hours of pay at the regular rate of pay for each eight (8) hours that the employee is required to remain on call.~~

**~~10.7.2~~** ~~Two and one half (2.5) hours of pay at the regular rate of pay for each eight (8) hours that employee is required to remain on call during any holiday.~~

Proposal #7

**ARTICLE 12 - DISCIPLINE AND DISCHARGE**

1. **Discipline**

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

1. **Documented** Oral reprimand
2. Written reprimand
3. Suspension (Notice to be given in writing within twenty-four (24) hours of action).
4. Demotion
5. Discharge (Notice to be given in writing within twenty-four (24) hours of action).

12.2 Any disciplinary action or measure above a written reprimand imposed upon a member may be processed either through the regular Civil Service procedures or the contractual grievance procedure but not both. **The rights and responsibilities of the parties shall also apply as referenced in APPENDIX A – SHERIFF LIEUTENANT’S RIGHTS IN DISCIPLINE to this contract.”**

Proposal #8

**ARTICLE 14 – AUTHORIZED AGENTS**

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

**14.1** The County’s principle authorized representative shall be the County ~~Human Resource Manager~~ **Employee & Labor Relations Manager** or his/her duly authorized representative (Address: 824 N. Adams Street, Spokane, WA 99260, Telephone: (509) 477-2880) except where a particular County representative is specifically designated in connection with the performances of a specific function or obligation set forth herein.

Proposal #9

**ARTICLE 15 - GENERAL PROVISIONS**

* 1. **Union Activities on Employer's Time and Premises**

The employer agrees that during working hours, on the County premises, and without loss of pay, Association representatives shall be allowed to:

**15.2.1** Post Association notices **in designated location.**

**15.2.2** Attend negotiation meetings.

**15.3.3** Transmit communications, authorized by the local Association or its officers to the employer or his representative.

**15.4.4** Consult with the employer, his representative, local Association officers, or other Association representatives concerning any provisions of this Agreement.

**15.3 ~~Time Off for Association Business~~**

**~~15.3.1~~** ~~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.~~

**~~15.3.2~~** ~~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 Sheriffs stated position.~~

**15.6 Clothing Allowance**

**15.6.1** ~~Effective January 1, 2018,~~ The County will provide a clothing allowance at the same rate as the Deputy Sheriff’s Association for each and every member of Lieutenant and Captain Association.

**15.6.2** When the employer mandates a change in uniform, the employer shall provide the initial issue unless the Member is allowed to continue using the obsolete article(s) until no longer serviceable.

**15.7 Personal Property**

**15.7.1** The Spokane County Sheriff’s Office will reimburse members for equipment and clothing (necessary for performance of their duties and required by the office), which are damaged in the course of duty. Equipment will be replaced at current replacement value.

**15.7.2** The Spokane County Sheriff’s Office will not replace any item damaged due to the member’s negligence.

**15.7.3** Nothing in this section is meant for the County to repair or replace damaged or destroyed property if the payment can be secured by the court. **If payment is awarded by the court, said amount shall be paid to the county.**

Proposal #10

**ARTICLE 16 - MEDICAL, DENTAL, LIFE INSURANCE, LTD**

***~~If the Deputy Sheriff Association’s medical/dental/vision benefits are different than below as a result of a settlement or arbitration award, the Lt/Capt Association medical/dental/vision benefits will mirror the settlement or award.~~***

The Association agrees to comply with the same provisions of SB-5975 as the Deputy Sheriffs Association.

**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).**

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

**~~16.1~~** ~~The Employer agrees to provide two (2) medical plans and two (2) dental plans; Preferred Provider Plans (PPO) and a Health/Dental Maintenance Organization (HMO/DMO).~~

**~~16.2~~** ~~The Employee’s monthly premium share for the PPO or HMO/DMO medical, dental and vision plan will be based on the following percentages of the total cost of the coverage:~~

~~Employee 5%~~

~~Employee& Child(ren) 10%~~

~~Employee & Spouse 10%~~

~~Full Family 10%~~

**~~16.3~~** ~~Employee’s monthly premium sharing costs will be set up to be paid with pre-tax dollars unless IRS laws prohibit this in the future. The employee’s monthly premium share will be split over the two pay periods in the month.~~

**~~16.4~~** ~~The major elements of the medical plans shall be as follows:~~

|  |  |
| --- | --- |
| **~~(HMO) Kaiser Permanente~~** | **~~( (PPO) Preferred Provider Plan~~** |
|  |  |
| ~~$200 Deductible~~ | ~~$500 Deductible~~ |
|  |  |
| ~~90% Coinsurance~~ | ~~80/60% Coinsurance~~ |
|  |  |
| ~~$30 Office Visit Co-pay~~ | ~~$30 Office Visit Co-pay~~ |
|  |  |
| ~~$1,000 Coinsurance max + Deductible~~ | ~~$2,000 Coinsurance max + Deductible~~ |
|  |  |
| ~~$15/$30/50 RX Retail~~ | ~~$15/$30/$50 RX Retail~~ |
| ~~2 x RX Mail Order~~ | ~~2.5 x RX Mail Order~~ |
| ~~Mandatory Generics~~ | ~~Mandatory Generics~~ |
| ~~$150 ER Co-pay~~ | ~~$150 ER Co-pay~~ |
|  |  |
| ~~$150 Vision Hardware~~  ~~Every 24 months~~ | ~~Covered in Full Up to $300 Calendar Year Maximum~~ |

**~~16.5~~** ~~In the event that the premium for the plan selected by the member for the member and dependents, if any, is less than the Employer's maximum contribution, the difference shall remain in the designated self-insured medical fund.~~

**~~16.6~~** ~~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.~~

**16.7 Eligibility**

**16.7.1** No double coverage (applies to Medical and Dental) which means:

* + - Regarding Medical: Each member and spouse will remain on their own medical plan and dependents, if any, will be enrolled on the parent’s plan whose birthday falls first in the year unless otherwise notified.
    - Regarding Dental: If both member and spouse select the same dental plan, the member, spouse and all dependents, if any, will be enrolled on the member’s plan whose birthday falls first in the year unless otherwise notified. If married members each select a different plan, then the member and spouse will remain on their own dental plan and dependents, if any, will be enrolled other member’s plan whose birthday falls first in the year unless otherwise notified.

**16.7.2** Members separating from service between the 1st and the 15th of the month shall retain their coverage through the end of the month. Those members separating between the 16th and the end of the month shall retain their coverage through the end of the following month.

**16.8 Life Insurance**

The employer agrees to provide and pay the full premiums for a $25,000 Member Life Insurance Policy. Supplemental life insurance is available at the member’s option and eligibility. The expense of the supplemental insurance is that of the member.

**16.9 Long-Term Disability**

See Section 10.4.

Proposal #11

**ARTICLE 19 - TERMINATION**

This Agreement shall be effective as of the 1st day of January, 20\_\_ and shall remain in full force and effect through the 31st day of December, 2021. Negotiations for a successor Agreement shall begin in accordance with the provisions of RCW 41.56.440.

IN WITNESS WHEREOF, the parties hereto have set their hand this \_\_\_\_\_\_ day of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, 20\_\_.

**FOR THE ASSOCIATION: FOR THE EMPLOYER:**

|  |  |  |
| --- | --- | --- |
|  |  |  |
| **Steve Barbieri, President**  **Lieutenants and Captains Association** |  | **Al French**  **County Commissioner** |
|  |  |  |
|  |  |  |
| **Khris Thompson, Vice President**  **Lieutenants and Captains Association** |  | **Josh Kerns**  **County Commissioner** |
|  |  |  |
|  |  |  |
|  |  | **Mary L. Kuney**  **County Commissioner** |
|  |  |  |
|  |  |  |
|  |  | **Ozzie Knezovich**  **Sheriff** |
|  |  |  |
|  |  |  |
|  |  | **HUMAN RESOURCES:** |
|  |  |  |
|  |  |  |
|  |  | **~~Tim Hansen~~ Ashley Cameron**  **HR Director** |
|  |  |  |
|  |  |  |
|  |  | **~~Randy Withrow~~ Joshua Groat** |
|  |  | **~~Chief Negotiator~~ Employee & Labor Relations Manager** |

**WORKING AGREEMENT between, SPOKANE COUNTY, the SPOKANE COUNTY**

**SHERIFF'S OFFICE, and the SPOKANE COUNTY LIEUTENANTS AND CAPTAINS**

**ASSOCIATION, January 1, 20\_\_ through December 31, 20\_\_.**

Proposal #12

**~~APPENDIX A – MOU ANNUAL AND SICK LEAVE ACCRUALS~~**

~~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 (hereinafter 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 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 = 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).~~

1. ~~The maximum amount of annual and sick leave that can be accumulated at any time under sections 7.4.2 and 8.1.2 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 and eight (8), ten (10) or twelve (12) hour shift.~~

~~For example, under section 7.4.2 of CBA, a deputy working an eight (8) hours 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. (Total Number of Accrued Hours / Old Shift Hours = Number of Shifts x New Shift Hours = New Total Number of Accrued Hours). This same formula would apply to section 8.1.2 of CBA (Sick Leave).~~

1. ~~Compensation for unused leave accruals under sections 7.7 and 8.3 of CVA 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: Accrued Annual Leave / Shift = Number of Shifts x 8 Hours of Unused Vacation x Hourly Rate of Pay at Separation = Payoff Amount (60 hours divided by 12 equals 5 w3orking shifts multiplied by 8 hours which equates to 40 hours of unused vacation to be paid out.)~~
2. ~~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 CVA), retroactivity will start the month of July 2005.~~

~~After deputies leave accruals are calculate as a result of this retroactivity, if deputy’s annual leave accrual exceed 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 7.4.4 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. (Total Number of Accrued Hours on July 1, 2005 / 8 = Number of Shifts x Shift Hours on August 31, 2006 = 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 received two (2) hours for each month assigned to that shift and those assigned to a twelve (12) hour shift will received (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.~~

1. ~~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 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 retur4n to regular duty or to 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 shift and adjustments to leave accruals will not be adjusted for other sickness, injury, or FMLA leave unless determined terminal leave by Management.~~

Proposal #13

**NEW ARTICLE – ON-CALL/STAND BY**

1. **In cases of an emergency as declared by the Sheriff, or when at the Sheriff’s discretion there is a need for additional staffing to respond to a potential threat to public safety, pursue an investigation, or resolve an ongoing operation, the Sheriff may place a member on either On-Call or Standby status. To receive either On-Call or Standby pay, the member must acknowledge to their supervisor that they understand they are available for either On-Call or Standby status.**
2. **On-Call status: shall mean the member may continue with their regular activities but shall be available by phone and prepared to report to a directed location within sixty (60) minutes of receiving the call. Weekly Rotational On-Call Schedule**
   1. **All commissioned personnel who are the rank of Lieutenant and above, except for the Sheriff and Undersheriffs, will participate in a weekly rotational on-call schedule. This is to provide coverage for patrol in the absence of the regularly scheduled Lieutenant. The on-call person will be responsible for addressing all questions and requests initiated by a patrol supervisor and be available for response, if the situation requires an on-duty shift commander be present.**

* **The weekly schedule will commence at 0700 hrs Monday, and end at 0700 hrs Monday.**
* **During the regular weekday hours, another on duty lieutenant can be utilized in lieu of the on-call person.**
* **A person scheduled to be on call may elect to trade their regular on call week with another person in the on-call rotation, but will remain responsible for notifying all affected supervisors.**
* **A Division Commander may elect to have a lieutenant cover their regular work duties in their absence and may grant necessary authority for the duties in question.**
* **Lieutenants may use department vehicles when running personal errands while staffing actual on-call during weeknights and weekends.**
* **If illness or a family emergency causes an inability for the on-call person to staff on call remain on call, that person will immediately notify the Division Commander.**
* **If, during the on-call duty, the sleep cycle of the on-call person is significantly disrupted as to affect their ability to work their next regular shift that on call person has discretion to place themselves on call for their next regularly scheduled shift or flex their hours. They will remain responsible for any hours not covered as a result of flexing their shift and for notifying their immediate supervisor and all affected shift supervisor of their work and/or on call status.**

1. **On call Lieutenants shall be paid as follows:**
2. **One and one half (1.5) hours of pay at the regular rate of pay for each eight (8) hours that the employee is required to remain on call.**
3. **Two and one half (2.5) hours of pay at the regular rate of pay for each eight (8) hours that employee is required to remain on call during any holiday.**
4. **Standby status: shall mean the member shall be available by phone and limit their regular activities in such a way that they can respond to the directed location within thirty (30) minutes of receiving the call.**
5. **Standby Pay**
   1. **All members placed on standby will receive their straight hourly wage for all time they are on standby.**
   2. **All members who are required to report to in will receive time and a half for all time spent working.**