COLLECTIVE BARGAINING AGREEMENT

between

SPOKANE COUNTY TEAMSTERS 690 ROAD DEPARTMENT SUPERVISOR'S

and

SPOKANE COUNTY PUBLIC WORKS DEPARTMENT

Effective January 1, 2015 through December 31, 2017
ARTICLE 1 - RECOGNITION

The Board of County Commissioners recognizes Teamsters Local 690 as the designated representative for the purpose of collective bargaining with respect to wages, hours and working conditions for the employee/members of Local 690 having the job classification shown in wage schedule, appendix A, attached to this agreement and made a part thereof.

ARTICLE 2 - TEAMSTERS SECURITY CLAUSE

1.1 Each employee who is a member of Teamsters Local 690 shall as a condition of employment maintain his/her membership in Local 690. Each employee hired or promoted into a Supervisor I or II position shall as a condition of employment become a member of Local 690 within thirty (30) days after he/she enters the position.

1.2 The County agrees to deduct once each month, dues from the pay of employees who authorize in writing, that such deductions be made. The amount to be deducted shall be certified by the appropriate Local 690 staff and the County Auditor. Aggregate deductions to be remitted in an itemized statement to the appropriate Local 690 staff on a monthly basis.

ARTICLE 3 – TEAMSTERS / ADMINISTRATION RELATIONS

3.1 General:
3.1.1 It shall be the purpose of this agreement to promote a productive, harmonious working environment that is beneficial to both parties and the public we serve. It is agreed that both parties accept their responsibilities to each other to achieve this goal.

3.1.2 The County and Local 690 shall not discriminate against its employees or its members based on age, sex, marital status, race, creed, national origin, political affiliation, physical or medical handicaps. The County and Local 690 both agree to share in the responsibility to ensure that discrimination does not and will not take place in the working environment. All Federal and State laws will be adhered to in this matter.

3.1.3 Agreements reached between the County and Local 690 which are described in this contract shall become effective only when signed by a designate for the County and a designate for the Local. Other agreements may be negotiated and signed by both parties at any time during the life of this contract if both parties agree before hand.

3.2 Administration Rights:
3.2.1 The County Engineer, as directed by the Board of County Commissioners, retains the exclusive right to manage and direct the County Road Department functions and all particulars except as limited by the terms of this agreement. It shall be the responsibility of the County Engineer to maintain discipline and efficiency.

3.1.2 These rights include, but are not limited to:

3.2.1.1 Assigning work
3.2.1.2 Establishing work methods
3.2.1.3 Utilizing new technology
3.2.1.4 Disciplining, suspending or discharging employees
3.2.1.5 Establishing staffing levels
3.2.1.6 Determining which services are going to be performed
3.2.1.7 Directing the work force
3.2.1.8 Establishing qualifications for employment & promotion
3.2.1.9 Establishing productivity standards
3.2.1.10 Establishing reasonable rules and regulations and enforcing said rules unless they are in conflict with this agreement.
3.2.1.11 Reorganize, transfer or reassigning positions as needed within the Division of Roads and Equipment Rental Department.

3.2 Any impact(s) on Local 690 member’s wages, hours, negotiated benefits, policies and work rules or working conditions resulting from a reorganization, transfer, or reassignment shall be negotiated with Local 690.

3.3 Teamsters Rights:
3.3.1 It is the right of Local 690 to represent one or all of its members concerning all contract issues and disputes. The County and its Administrators agree not to interfere with the rights of its employees to become members of Local 690. The County also agrees not to discriminate, interfere, coerce or threaten in any matter any of Local 690’s membership or representatives because of their affiliation or activity with this organization.

3.3.2 It is agreed by both parties that all collective bargaining with respect to wages, benefits, hours of work and working conditions shall be conducted solely by authorized representatives of Local 690 and authorized representatives of the Board of County Commissioners.

3.4 Teamsters Activities:
3.4.1 It is not the intention nor the purpose of Local 690 to conduct internal activities during normal working hours. It is agreeable by both parties that some activities must be conducted during working hours to help facilitate the working environment and/or working relationship. The following is a list of Teamsters activities that may be
conducted during normal working hours and which will be compensated for by the County.

3.4.1.1 Negotiations between the County and Local 690's negotiation committee.
3.4.1.2 All grievance meetings between the employee and the County including the initial investigation by the Local 690 representative after the employee filed a complaint.
3.4.1.3 Any discipline action brought against a Local 690 member as defined under Article 14—Discipline and Discharge or by any request by the Local 690 member regarding meetings that may pertain to future disciplinary actions.

ARTICLE 4 - GRIEVANCE PROCEDURE

4.1 Section 1
4.1.1 The Public Works Administrators and any other designated person agrees to recognize and use the Local 690 Representatives in dealing with employees in matters of discipline.

4.1.2 Any grievance or dispute which may arise between the parties concerning specific violation(s) or interpretation of this Agreement shall be settled in the following manner and any grievance settled in any of the steps, including the informal process, found in this Article is final and binding. The parties may agree to extend any time limits contained in this Article. Time frames specified in this Article may be waived by mutual agreement of the parties in writing. All settlements reached in this Article at any step, including the informal process shall be in writing and signed by authorized representatives of Local 690 and employer.

4.1.3 Any grievance not presented by the Teamsters or member within the time limits set forth in this Article shall be considered waived or settled on the basis of the last answer. If the Department fails to comply with any time limitations, the grievance shall automatically go to the next step.

4.2 Section 2
In a sincere effort to resolve disagreements before the formal grievance process starts, the parties agree that within seven (7) working days from the occurrence of the matter on which a complaint is based, the Teamsters member shall discuss his/her complaint in a meeting with his/her supervisor. Within five (5) working days of this meeting, the supervisor will verbally reply to the complaint. If the disagreement is not resolved, the parties shall set a date for an informal meeting. This meeting will take place between the Teamsters member(s), the supervisor, a representative from the Department and the Teamsters. All pertinent facts and information will be presented at the informal meeting.
If the issue remains unresolved, the Teamsters may then proceed through the formal grievance process if they choose.

4.3 Section 3 - Formal Grievance Steps:

4.3.1.1 Step 1: Written Grievance Should the grievance not be settled in the informal process, the Teamsters member and his/her representative shall within five (5) working days after the informal meeting, submit in writing to the County Engineer or his/her representative, the alleged contract violation. Within ten (10) working days after receiving the written grievance, the County Engineer will set a meeting to hear the grievance. Within five (5) working days after such meeting, the County Engineer will respond to the Teamsters in writing his/her determination.

4.3.1.2 Step 2: Human Resource Director If the grievance is not resolved at Step 1, it shall be submitted in writing within five (5) working days of receipt of the County Engineer’s decision to the Human Resources Director. Within five (5) working days of receipt of the complaint the Human Resource Director will set a date to hear the grievance. Within ten (10) working days of this meeting the Human Resources Director will respond to the Teamsters.

4.3.1.3 Step 3: Arbitration

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

4.3.1.3.2 Attendance at the hearings conducted at Steps 1 or 2 shall be limited to the grievance and his/her Teamsters representative. Additional participants may attend with advanced notice and approval of the Department. Both parties shall have the right to present written and verbal evidence to the arbitrator. An arbitrator’s decision shall not involve any action by either party which is beyond its jurisdiction, nor shall a decision amend, alter or modify this agreement, and its term shall be limited to the interpretation application of this agreement. The decision of the arbitrator shall be final and binding on the parties, and the arbitrator shall be requested to issue his/her decision within thirty (30) days after the conclusion of testimony and argument.

4.3.1.3.3 Expenses for the arbitrator’s services and the proceedings shall be borne completely by the party to receive the unfavorable decision. In cases of a compromise decision being not clearly favorable to either party, the parties shall
equally share the expense. However, each party shall be responsible for compensating its own representatives and witnesses except as provided elsewhere in this Agreement. If either party desires a verbatim record of the proceedings, they may request such a record to be made, providing they pay for the record and make copies available without charge to the other party and to the arbitrator.

4.3.1.3.4 Prior to any arbitration hearing, both parties will meet to exchange information pertaining to witnesses that will be called to testify, and all facts that will be presented at the hearing. Both the Teamsters and the County may take depositions/interrogatories of any and all witnesses.

4.4 Section 4
Grievances initiated by the Department shall be processed in the same manner.

ARTICLE 5 - HOLIDAYS

5.1 The following is a listing of Holidays that is recognized by the County and the Teamsters to be paid to all Teamsters members at their regular rate of pay for their respected pay class.

<table>
<thead>
<tr>
<th>Holiday</th>
<th>Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>New Years Day</td>
<td>January 1</td>
</tr>
<tr>
<td>Presidents Day</td>
<td>3rd Monday in February</td>
</tr>
<tr>
<td>Memorial Day</td>
<td>Last Monday in May</td>
</tr>
<tr>
<td>Independence Day</td>
<td>July 4</td>
</tr>
<tr>
<td>Labor Day</td>
<td>First Monday in September</td>
</tr>
<tr>
<td>Veterans Day</td>
<td>November 11</td>
</tr>
<tr>
<td>Thanksgiving Day</td>
<td>4th Thursday in November</td>
</tr>
<tr>
<td>Thanksgiving Day after</td>
<td>4th Friday in November</td>
</tr>
<tr>
<td>Christmas Day</td>
<td>December 25</td>
</tr>
<tr>
<td>2 Personal Holidays</td>
<td>Dates to be determined by the employee and</td>
</tr>
</tbody>
</table>
his/her supervisor

County encourages member to use one of their personal holidays during Martin Luther King Day.

5.2 Section 1
Should any of the Holidays fall on a Saturday or Sunday the preceding Friday or following Monday shall be considered to be the Holiday.

5.3 Section 2
Any additional special purpose Holiday that may be established by the President or the Governor of the state shall be considered to be a fully paid Holiday covered under this Article. If an employee is requested to work on the special purpose holiday, they will receive the holiday pay plus paid time off at a later date for all hours actually worked on the special purpose holiday.

ARTICLE 6 - VACATION

6.1 Annual leave shall be given as follows to all Teamsters members having continuous service with Spokane County as described below:

<table>
<thead>
<tr>
<th>Years</th>
<th>Days per year</th>
<th>Accrual Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td>5 years or less</td>
<td>12</td>
<td>1 day per month</td>
</tr>
<tr>
<td>5 years but less than 10 years</td>
<td>15</td>
<td>1 ⅛ days per month</td>
</tr>
<tr>
<td>10 years but less than 15 years</td>
<td>18</td>
<td>1 ½ days per month</td>
</tr>
<tr>
<td>15 years but less than 20 years</td>
<td>21</td>
<td>1 ¾ days per month</td>
</tr>
<tr>
<td>20 years but less than 25 years</td>
<td>24</td>
<td>2 days per month</td>
</tr>
<tr>
<td>25 years and over</td>
<td>28</td>
<td>2 ¼ days per month</td>
</tr>
</tbody>
</table>

6.2 Changes in the rate of annual leave earned will be made at the end of the pay period in which the appropriate anniversary of the employee’s date of hire falls.

6.3 Annual leave may be accumulated to a total of twice the amount earned annually, or to a maximum of forty (40) days, whichever is less. Any annual leave accumulated beyond this amount will be forfeited unless the employee is asked in writing, to defer his/her vacation due to work load requirements, in which case annual leave will not be forfeited.
6.4 Annual leave must be taken at such a time as the employee can best be spared. It shall be the policy of the Department to allow each employee to take earned annual leave at the time he/she desires. Employees shall be able to utilize annual leave in one (1) day increments.

6.5 Any employee who is required to return from vacation, shall be paid for all hours worked that were previously scheduled as vacation, at a rate of 1 1/2 times of his/her regular rate of pay. Any employee whose vacation has been canceled due to work load, but was not on the scheduled vacation before the cancellation, shall be paid at their regular rate of pay and have their vacation rescheduled for any future period the employee requests.

6.6 Pay for annual leave shall be at the employee’s permanent rate of pay.

6.7 Any employee who is laid off, discharged or separated from service for any reason prior to taking his/her accrued or unused annual leave shall be compensated in cash at the time of separation which is based on his/her permanent rate of base pay plus longevity.

6.8 For classifications/positions that are challenging to fill, County may advance the annual leave allowance in section 6.1 for a new hire.

ARTICLE 7- SICK LEAVE

7.1 Sick leave shall be earned at the rate of twelve (12) days per year or one (1) day per month. Sick leave may be accumulated to a total of 180 working days credit.

7.2 Sick leave may be taken for the following reasons: Injury or illness of the employee and/or an immediate family member. Immediate family member shall be described as a spouse, parent or legal guardian, children, grandparents or grandchildren of the employee or his/her spouse. The total amount of sick leave which has been accumulated by the employee may be taken if required.

7.2.1 Domestic Partner Benefits – the County is only willing to expand Domestic Partner benefits as these benefits relate to Sick/Bereavement leave. Therefore, members who have registered with the Secretary of State as a Domestic Partner and have a copy of the Washington State Certificate of State Registered Domestic Partnership in their personnel file are entitled to:

a. Member’s State certified Domestic Partner will be considered an “immediate family” member for purposes of Sick Leave and eligible for
all the rights and responsibilities under the terms and conditions of Sick Leave provisions; and

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

7.3 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, 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.

7.3.1 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. Additionally, sick leave may be used for up to five (5) working days for a death in the employee’s or his/her spouse’s immediate family. To be considered out-of-town, the employee must travel outside Spokane County and not return home during the bereavement leave.

7.3.2 Bereavement leave can be utilized over a 10 calendar day period after the death.

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

7.4 Any employee who must use sick leave shall as soon as possible notify his/her immediate supervisor or his/her assistant. The employee may be required by his/her supervisor to present documentation to attest to the valid use of the sick leave.

7.4.1 Notification: Scheduled sick leave absences are those sick leave absences associated with advanced scheduling of medical appointments, planned surgeries, annual physicals or other medical/dental appointment). Scheduled sick leave absences require prior written approval from a supervisor. Scheduled sick leave absence requests should be submitted to supervisor for approval as soon as the employee schedules the appointment with the Health Care provider. Approvals for scheduled sick leave absences (except for emergencies) will be granted but may be denied based on the business needs of the department but will not be unreasonably withheld. In cases when a scheduled sick leave absence request must be denied (except for emergencies), supervisors may ask for volunteers to reschedule an appointment when duplicate requests are the cause of the business need. If this step fails and the supervisor must still deny the request, the employee may petition the Department Head or Elected Official for reconsideration, whose determination is final. Unscheduled sick leave absences are those sick leave absences which are not preplanned. These types of absences are the most disruptive to the
workforce and should be kept to a minimum and only used when necessary. Employees should notify their supervisor of the need to use sick leave as soon as possible. It is best to communicate directly with the supervisor so an anticipated return to work can be discussed. If the employee gets voice mail, they should provide a call back number for the supervisor and use the chain of command to communicate directly with an individual.

7.4.2 Allowance:

As the Union and Employer agree that sick leave will not be used in lieu of annual leave, the following will be used to determine misuse or excessive use during the sick leave review process.

Protected Leave: Sick leave that is taken when the Federal Family Medical Leave Act or Washington Family Care Act is applicable will not be considered during the sick leave review process.

During an annual sick leave review, if the individual has a zero balance in their sick leave bank or has eight (8) unprotected, unscheduled sick leave absences (occurrences not number of days) during the year, counseling may occur. If the issue continues, the supervisor will apply discipline pursuant to Article 14.

Abandonment: When an employee is absent for three (3) consecutive workdays and fails to notify their supervisor of an absence, it will be considered a voluntary resignation and severe discipline can result up to and including termination.

7.5 Pay for time taken on sick leave shall be at the employee’s permanent rate of pay.

ARTICLE 8 - MILITARY LEAVE

Any Teamsters member who is an active member of the Washington National Guard or any of the Armed Services Reserve of the United States shall be granted paid military leave of absence from employment for a period not exceeding twenty-one (21) working days during each calendar year. Such leave shall be granted in order that the person may take part in active training in such a manner and at such a time as he/she 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 employee might otherwise be entitled and shall not involve any loss of rating privileges or pay during the period of military leave. Pay shall not exceed twenty-one (21) days per year and shall be at the employee’s current permanent pay classification.

ARTICLE 9 - MATERNITY LEAVE
The employer agrees to grant maternity leave in accordance with all state and Federal laws.

**ARTICLE 10 - FAMILY LEAVE**

The employer agrees to grant family leave in accordance with all state and Federal laws.

**ARTICLE 11 – TEAMSTERS LEAVE**

The County agrees to grant Teamsters representative’s reasonable time off with pay, not to exceed ten (10) working days per year. This time shall be pre approved by the County Engineer or his/her designee and used only for the purpose of official Teamsters business and/or training.

**ARTICLE 12 – MANAGEMENT TRAINING LEAVE**

To enhance the abilities and skill levels of all Teamsters members, the Department and the Teamsters agree to encourage attendance of all members in training classes and/or seminars that relate to the members responsibilities. All requested training shall be pre approved by the County Engineer or his/her designee prior to attending. All fees and/or expenses shall be paid by the County.

**ARTICLE 13 - RETIREMENT**

13.1 Both the County and the Teamsters mutually agree that for those Teamsters members who qualify under the appropriate Public Employees Retirement System (PERS 1 or 2), all cash outs of vacation and sick leave that pertain to the employee’s existing plan will be calculated according to the PERS system and according to applicable laws. However, in no case will those calculations result in amounts that exceed the amounts provided by either PERS plan.

13.2 Employees covered by the PERS 1 or 2 plan and who are not covered by the Long Term Disability (LTD) program, shall receive compensation in cash for up to fifty percent (50%) of one hundred thirty (130) days of accumulated unused sick leave upon only retirement or death. This compensation shall not exceed the equivalent of sixty five (65) days pay at the employee’s current rate of pay. The parties agree that cash out of sick leave used for computing an employee’s average final compensation shall conform to Department of Retirement System (DRS) rules.
13.3 In the event of an employee’s death, this payment shall be made to the employee’s estate.

ARTICLE 14 - DISCIPLINE AND DISCHARGE

14.1 Section 1
Discipline of any Teamsters member is the responsibility of the County Engineer or his/her representative. Disciplinary actions may include the following steps.

14.1.1 Verbal Reprimand
14.1.2 Written Reprimand
14.1.3 Suspension from work without pay - At the employer’s discretion, employee’s annual leave balance can be used in lieu of an unpaid suspension. Seniority will still be adjusted for the length of the disciplinary suspension.
14.1.4 Demotions to a lower job classification
14.1.5 Discharge

14.2 No Teamsters member shall be disciplined without “just Cause”.

14.3 In all matters of Discipline concerning a Teamsters member, a Teamsters Representative will be present. A written order stating the cause and measure of Discipline will be presented. The level of Disciplinary action will be dependent on the severity of the incident.

14.4 In matters of Discipline between a Supervisor and their immediate subordinate Foremen, the Supervisor has the responsibility to take any immediate action if the situation warrants it.

14.4 In other less serious matters of possible Discipline the Supervisor will discuss all pertinent facts with the County Engineer or his/her designate and a proper Disciplinary action will be enforced.

14.5 Section 2
14.5.1 The employer shall not discharge a Teamsters member without showing “just cause”. “Just Cause” is a legal term describing a standard an employer must follow when dealing with employee discharge or discipline.

14.5.2 In cases of discharge of a Teamsters member, the County shall hold a pre-termination hearing with the employee and his/her Teamsters representative. The County shall present at this meeting, all information and documentation related to the employees work history. The County shall also present all documentation concerning performance issues and counseling sessions that has taken place with the employee that addressed any problems or issues relative to the discharge. The County must also show that the
employee was given an opportunity to correct any performance issues related to this discharge.

14.5.3 The County must present in writing, the reasons for the discharge and the date it is to take effect. The employee or a Teamsters Representative shall have the right to respond in writing to these charges.

14.5.4 Any Teamsters member found to be unjustly suspended or discharged shall be reinstated with full compensation for all lost time and restoration of all rights and conditions of employment.

**ARTICLE 15 - LONGEVITY**

Effective December 1, 2014, a monthly longevity bonus will be paid to an employee, in addition to his/her regular rate of pay. The longevity bonus will be based on length of service and paid at the following rates:

<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>$75.00</td>
</tr>
<tr>
<td>Over 15 years</td>
<td>$100.00</td>
</tr>
<tr>
<td>Over 20 years</td>
<td>$150.00</td>
</tr>
<tr>
<td>Over 25 years</td>
<td>$200.00</td>
</tr>
</tbody>
</table>

**ARTICLE 16 - JURY DUTY**

Any Teamsters member who is called for jury duty shall receive from the County his/her permanent rate of pay for the time he/she is required to be absent from work because of such jury duty less any amount paid for such jury duty. Any such absence shall not be counted against the employee as sick leave or annual leave.

**ARTICLE 17 - COURT APPEARANCES**

Any Teamsters member who is required to testify in a grievance hearing, unfair labor practice, arbitration hearing or any other cases that may involve the County, shall be paid for such time that he/she is required to be absent from work. Any such absence shall not be counted against the employee as sick leave or annual leave.
ARTICLE 18 - SAFETY AND HEALTH

The Teamsters and its members will follow any safety program negotiated by the County with the employees of any other County employee unions. The Department shall make every effort to negotiate changes that are mutually agreed to by the Teamsters and the Department that helps promote safety and improves working conditions.

ARTICLE 19 - REHABILITATION ASSISTANCE

19.1 General:
RCW 51.04.010 provides relief and services to all employees regardless of question of fault and to the exclusion of every other remedy. The Workers Compensation Self Insurance program is intended to provide sure and certain relief for workers injured on the job. The priority goal in each case is the restoration of the injured employee to a maximum possible bodily function and gainful employment.

19.2 Section 1 - Administration of Workers Compensation Claims:
Each self insured employer is required to maintain an adequate and effective Safety Loss Control Program. The program must have the authority and ability to administer the Safety Loss Control Program for effective claims administration, injury prevention and injury reduction on a regular basis.

19.3 Section 2 - Rehabilitation Assistance:
Prompt determination of injured workers is necessary to recognize early their injuries and prevent further aggravation of these injuries. Assistance in these cases must be prompt to help rehabilitate the injured employee.

19.4 Section 3 - Criteria for Rehabilitation Assistance, RCW 51.32.095:
19.4.1 History of recurring injuries.
19.4.2 Work history of heavy labor.
19.4.3 Written medical data outlining need and recommendations for permanent change of work environment for prevention of further injury aggravation.
19.4.4 Time loss in effect with permanent medical restrictions apply.

19.5 Section 4 - In House Rehabilitation Assistance Criteria:
19.5.1 Meet criteria in subsection 3.
19.5.2 Position currently open and available in the County.
19.5.3 Medical approval for new job, along with certified rehabilitation counselor approval.
19.5.4 Employee meet minimum qualifications for the new position.
19.5.5 Medical restrictions have minimum effect on job requirements, must remain productive to the employer.

19.6 Section 5 - Understandings:
19.6.1 Each case must meet minimum standards of RCW 51.04.010 with a current claim filed.
19.6.2 Applies to job related injury claims only.
19.6.3 Each case will be handled on a case by case basis with no precedence setting for future cases.
19.6.4 Loss of earning power subject to standards of RCW 51.04.010 in cases of reduction of wages.

ARTICLE 22 - LIABILITY INSURANCE

22.1 The County shall comply with RCW 4.96.041. Total insurance coverage shall be for a minimum of $10 million. The insurance shall cover the following areas but may cover additional issues if the Teamsters member’s scope of duties require further coverage.

22.1.2 Bodily Injury
22.1.3 Personal
22.1.4 Property Damage
22.1.5 Errors and Omissions
22.1.6 Advertising Injury

22.2 Insurance coverage shall be for each present or past Teamsters member who was acting within the scope of his/her position and authority or directed by a superior.

ARTICLE 23 - PROMOTIONS AND TRANSFERS

23.1 When a vacancy occurs in a position included in the Teamsters bargaining unit that the Department deems necessary to fill, it shall be filled in the following manner: Members not selected, shall upon request, receive a written explanation citing the reasons they were not selected. This explanation should be sufficiently detailed so the employee understands the specific qualifications, education, skills or experience needed for the next available position. The promotion decision or the sufficiency of the explanation cannot be grieved.

23.2 A posting shall be sent to Teamsters members through interoffice mail. Consideration shall be given to interested Teamsters members first, and shall be based on the needs of the Department, as well as the abilities of the Teamsters members.
23.3 If the Department decides not to fill the vacancy with an existing Teamsters member, it may then solicit other internal and/or outside personnel to fill the position.

23.4 If a Teamster member is seeking a transfer to a position within the same classification, he/she will express that desire to the Department in writing. Consideration for allowing a Teamsters member to transfer shall be based on the needs of the Department.

23.5 A written response explaining why a Teamster member was not selected for a promotion/transfer will be provided if so requested.

ARTICLE 24 - INSURANCE BENEFITS

24.1 Medical/Dental/Life

24.1.1 Medical/Dental - The Employer agrees to provide two (2) medical plans; the Spokane County Self Insured Preferred Provider Plan (PPO) and a Health Maintenance Organization (HMO).

Employees’ monthly premium share towards for the PPO or HMO medical, dental and vision plan will be based on the following percentages of the total cost of the coverage:

<p>| | |</p>
<table>
<thead>
<tr>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Employee</td>
<td>5%</td>
</tr>
<tr>
<td>Employee&amp; Child(ren)</td>
<td>10%</td>
</tr>
<tr>
<td>Employee &amp; Spouse</td>
<td>10%</td>
</tr>
<tr>
<td>Full Family</td>
<td>10%</td>
</tr>
</tbody>
</table>

24.1.2 Employee’s monthly premium sharing costs will be set up to be paid with pre-tax dollars, the employee’s monthly premium will be split over the two pay periods in the month if possible.

24.1.3 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.

24.1.4 For clarification purposes this includes the Washington Delta Services PPO plan or Willamette Dental.

24.1.5 No provision for retiree medical plan.

24.1.6 No double coverage for employees of Spokane County.

24.1.7 The major elements of the medical plans shall be as follows:

<table>
<thead>
<tr>
<th>(HMO) Group Health Plan</th>
<th>(PPO) Self-Insured Plan</th>
</tr>
</thead>
<tbody>
<tr>
<td>$200 Deductible</td>
<td>$500 Deductible</td>
</tr>
<tr>
<td>-----------------</td>
<td>-----------------</td>
</tr>
<tr>
<td>90% Coinsurance</td>
<td>80/60% Coinsurance</td>
</tr>
<tr>
<td>$30 Office Visit Co-pay</td>
<td>$30 Office Visit Co-pay</td>
</tr>
<tr>
<td>$1,000 Coinsurance max + Deductible</td>
<td>$2,000 Coinsurance max + Deductible</td>
</tr>
<tr>
<td>$15/$30/50 RX Retail</td>
<td>$15/$30/50 RX Retail</td>
</tr>
<tr>
<td>2 x RX Mail Order</td>
<td>2.5 x RX Mail Order</td>
</tr>
<tr>
<td>Mandatory Generics</td>
<td>Mandatory Generics</td>
</tr>
<tr>
<td>$150 ER Co-pay</td>
<td>$150 ER Co-pay</td>
</tr>
<tr>
<td>$150 Vision Hardware Every 24 months</td>
<td>Covered in Full Up to $300 Calendar Year Maximum</td>
</tr>
</tbody>
</table>

24.1.8 Affordable Care Act Taxes: The Parties agree to avoid health care benefits from being taxed (Cadillac Tax), assessed a fee or penalized by any State or Federal mandate regarding health care plans. The Parties agree that if the health care plans are projected, by a third party consultant (insurance brokers), to be subjected to the Cadillac Tax, the County can unilaterally eliminate the Flexible Spending Account (FSA) or unbundle Vision from the health care plans as measures to avoid the Cadillac Tax, fees or penalties.

If the Parties health care plans are projected, by a third party consultant (insurance brokers), to be subjected to the Cadillac Tax, fees or penalties after the above measures are implemented and plan design changes are necessary to avoid the Cadillac Tax, fees or penalties. Article 24.5 Medical/Dental will automatically open for negotiations.

A Health Care Committee (one member from each local) will negotiate changes to the health care plans to avoid any assessment (tax, fee or penalty) between June – August of the year prior to the assessment being imposed.

24.2 Dental

24.2.1 The Employer agrees to provide two dental plans; the Spokane County Self Insured Preferred Provider Plan (PPO), Washington Dental Service (WDS – PPO) and the Dental Maintenance Organization (DMO), Willamette Dental.
24.2.2 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.

24.2.3 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.

24.3 Eligibility:

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

- Regarding Medical: Each employee 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 employee and spouse select the same dental plan, the employee, spouse and all dependents, if any, will be enrolled on the employee's plan whose birthday falls first in the year unless otherwise notified. If married employees each select a different plan, then the employee and spouse will remain on their own dental plan and dependents, if any, will be enrolled on the employee's plan whose birthday falls first in the year unless otherwise notified.

24.3.2 All new employees' benefits (medical and dental) will become effective depending on their hire date. For those hired between the 1st and 15th of the month, will be provided medical and dental benefit coverage effective on the 1st of the month following the date of hire. If hired between 16th and the end of the month, medical and dental benefit coverage will become effective on the 1st of the month following one month of employment.

24.3.3 Employees separating from service between the 1st and 15th of the month shall retain their coverage through the end of the month. Those employees separating between the 16th and the end of the month shall retain their coverage through the end of the following month.

24.4 Life Insurance:
The Employer agrees to provide and pay the full premiums for a $10,000 Employee Life Insurance Policy. Supplemental life insurance is available at the employee's option and eligibility. The expense of the supplemental insurance is that of the employee.

**ARTICLE 25. - SAFETY TOED FOOTWEAR**
Those Teamsters members, who are required by the Department to wear safety toed footwear, will receive the same footwear allowance under the same terms and conditions as those contained in 1135 supplemental contract. Once every three years, eligible Teamsters members will receive a one time payment of $600.00 (six hundred dollars) for the purchase of such footwear. Employees shall purchase such footwear on their own time and be required to wear such footwear while at work. If 1135’s footwear allowance increases, Teamsters members will receive the same increase for those Teamsters members who are on the payroll at the time the increase is ratified and on the same date they are effective for 1135 Members but only when they are eligible for their next purchase of boots (no retroactivity).

ARTICLE 26 – HOURS OF WORK

The work day for Teamsters members consists of eight (8) consecutive hours work time on a 5-8 hour schedule or ten (10) consecutive hours work time on a 4-10 hour schedule. There is (1) 15 minute break during each ½ of the shift. There is a one half (½) hour unpaid lunch near the middle of the shift. Time slips: the shop supervisors are on a time clock but don’t charge time to work orders. For consistency, the shop supervisors will turn in a time slip as the district supervisors do.

ARTICLE 27 – WAGES

27.1 Compensation –

For 2015, a 1.5% COLA will be effective December 1, 2015

For 2016, a 1.5% COLA will be effective January 1, 2016

For 2017, either party may request a Wage Opener by August 15, 2016 for 2017 wages.

27.2 Step Increase Process:
Effective December 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 December 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 December 1, 2014, future step increases will be in increments of 2 Steps until the top step is achieved. For example, if on December 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 December 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

27.3 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.

All overtime is paid at straight time after 8 hours on a 5-8 hour shift and after 10 hours
when on a 4-10 hour shift. All weekend overtime is also paid at straight time.

If necessary, parties agree the labor contract can be opened to negotiate a change in
lag/delay pay.

**ARTICLE 28 – REASONABLE SUSPICION**

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.

**ARTICLE 29 - SENIORITY**

For the purposes of layoff and recall, seniority shall be determined in the following order
of priority based on continuous, unbroken service of the employee:

A. within a defined position in the Teamsters Bargaining Unit.
B. within the Spokane County Road Department as a full time, permanent
   foreman or supervisor
C. within the Spokane County Road Department in any position

Loss of seniority:

An employee’s earned seniority shall be lost for any of the following reasons:

A. discharge or resignation of the employee

B. failure to report to work the first day following the expiration of a non
   medical authorized leave of absence without an authorized extension

C. Failure to return to work on the agreed upon date after acceptance of a
   return to work recall from layoff status.

An employee’s earned seniority shall not be lost because of absence due to illness,
authorized leave of absence, or temporary layoff. In the case of an authorized leave of
absence without pay or layoff, the employee will not earn seniority during the period of
absence, but shall retain previously earned seniority to the date of layoff or leave of absence.

**ARTICLE 30 - LAYOFF AND RECALL**

No Teamsters member will be laid off while there are currently any other employees conducting work that is within the scope of any of the Teamsters job descriptions. This includes any temporary or seasonal foremen / supervisors and lead workers. These workers will cease from those duties / work assignments and those assignments will be assumed by a Teamster member before any member is laid off.

The County shall notify the Teamsters in writing at least 30 calendar days in advance of any anticipated layoff of a Teamsters member. The notice shall include the name of the employee, the job classification and the date the layoff becomes effective.

Layoffs shall be based on seniority as described in the Teamsters contract.

If a Teamsters member is laid off due to a reduction in force, that member will have recall rights for 24 months from the date of the layoff and will be offered his or her previously held position, or any other Teamster position that becomes open. Additionally, any Teamster member who is on layoff status will be recalled before any temporary or seasonal foremen / supervisor or lead worker is assigned to work that is within the scope of any of the Teamster job descriptions.

Any return to work recall to Teamsters members shall be based on seniority as described within this contract. No applicant or employee shall be hired into any position in the bargaining unit until all employees within the bargaining unit who are on layoff status have been given the opportunity to return to work. The recall right is for a period of 24 months.

The Teamster member shall have fourteen (14) days to respond to a return request after receipt of a certified mail notification. The Teamster member must return to work within 7 days of acceptance unless other arrangements are made with the County. The 24 month recall time period will restart even if the recall is a temporary assignment. The employee is responsible for providing the County his/her updated contact information.

**ARTICLE 31 - COMPENSATORY TIME**

At the employee's option, overtime work may be compensated by compensatory time off.
If the compensatory time option is exercised, the employee's comp time is calculated the same as overtime. Maximum accruals of compensatory time shall be limited to the same number of hours as found within a regular work week (60 hours). After maximum accrual, overtime compensation shall be paid. Employees will be permitted to use such compensatory time off in (in hourly increments) within a reasonable period after making the request, unless doing so would unduly disrupt County operations. Compensatory time is intended to be taken as paid time off and not paid as direct compensation. Therefore, Employer can schedule paid time off and if any compensatory time has accrued prior to separation of employment, Employer will schedule the paid time off for the employee. Denial of an employee request to use compensatory time or Employer scheduling of compensatory time shall not be grievable.
## APPENDIX A - WAGES AND CLASSIFICATIONS

Effective January 1, 2014

<table>
<thead>
<tr>
<th>CLASS NO.</th>
<th>TITLE</th>
<th>Grade</th>
</tr>
</thead>
<tbody>
<tr>
<td>2210</td>
<td>Road Maintenance Super. 2</td>
<td>6BA</td>
</tr>
<tr>
<td>2208</td>
<td>Road Maintenance Super. I</td>
<td>5MA</td>
</tr>
<tr>
<td>2211</td>
<td>Training Coordinator</td>
<td>5RA</td>
</tr>
<tr>
<td>2218</td>
<td>Bridge/Roadside Maint. Supervisor</td>
<td>5RA</td>
</tr>
<tr>
<td>2214</td>
<td>Equipment Maintenance Supervisor 2</td>
<td>6BA</td>
</tr>
<tr>
<td>2212</td>
<td>Equipment Maintenance Supervisor 1</td>
<td>5MA</td>
</tr>
</tbody>
</table>
This agreement will be effective January 1, 2015 through December 31, 2017.

COLLECTIVE BARGAINING AGREEMENT BETWEEN TEAMSTERS LOCAL 690 and SPOKANE COUNTY, PUBLIC WORKS DEPARTMENT.
Effective January 1, 2015 through December 31, 2017

IN WITNESS WHEREOF, the parties hereto have set their hands this 23rd day of November, 2015.

Val Holstrom, Secretary Treasurer

Joseph Kuhn, Business Representative.

AI French, Commissioner

Todd Mielke, Commissioner

Shelly O'Quinn, Commissioner (15-0925)