

NO. 18 - 0885

BEFORE THE BOARD OF COUNTY COMMISSIONERS
OF SPOKANE COUNTY, WASHINGTON

IN THE MATTER AUTHORIZING THE)
EXECUTION OF A COLLECTIVE BARGAINING)
AGREEMENT WITH TEAMSTERS 690 ROAD)
DEPARTMENT SUPERVISOR'S)
[January 1, 2018 - December 31, 2021])

RESOLUTION

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

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

WHEREAS, pursuant to the above referenced statutory provisions, the Board through the Human Resource Department has been collectively bargaining with this bargaining unit with regard to wages, hours and working conditions; and

WHEREAS, the Human Resource Department submitted a proposal regarding wages, hours and working conditions for the time frame from January 1, 2018 through December 31, 2021, as more particularly set forth in Attachment "A," attached hereto and incorporated herein by reference.

WHEREAS, the above referenced bargaining unit has ratified that proposal set forth in Attachment "A;" and

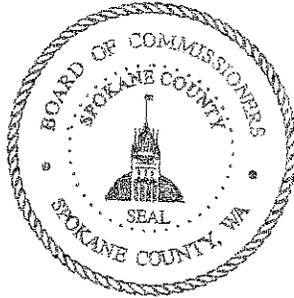
WHEREAS, the Human Resource Department is requesting and recommending that the Board of County Commissioners ratify the proposal as set forth in Attachment "A."

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

BE IT FURTHER RESOLVED, by the Board of County Commissioners of Spokane County that either the Chairman of the Board or a majority of the Board be and is hereby authorized to execute, at other than an open meeting, any documents with respect to the above referenced bargaining unit so long as it/they are consistent with the provisions of Attachment "A".

PASSED AND ADOPTED this 4th day of December, 2018.

BOARD OF COUNTY COMMISSIONERS
OF SPOKANE COUNTY, WASHINGTON



ATTEST:

Ginna Vasquez
Ginna Vasquez, Clerk of the Board

Josh Kerns
JOSH KERNS, CHAIR

Mary E. Kuney
MARY KUNEY, VICE-CHAIR

Al French
AL FRENCH, COMMISSIONER

COLLECTIVE BARGAINING AGREEMENT

BETWEEN

**SPOKANE COUNTY
TEAMSTERS 690
ROAD DEPARTMENT SUPERVISOR'S**

AND

SPOKANE COUNTY

AND

SPOKANE COUNTY PUBLIC WORKS DEPARTMENT

Effective January 1, 2018 through December 31, 2021

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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

2.1 Union Dues and Fees- When an employee provides written authorization to the Employer and to the Union, the Employer will deduct from the employee's salary, an amount equal to dues or service fees to be a member or represented by the Union.

2.2 Notification- When the employer hires a new employee recognized as a position in the bargaining unit, the employer shall, within seven (7) calendar days of the date of employment notify the union in writing giving the name, social security number, hire date, address and classification of the employee hired.

A. The Employer will inform new, transferred, promoted, or demoted employees in writing prior to appointment into positions included in the bargaining unit(s) of the Union's exclusive representation status. The Employer will furnish the employee's appointed into bargaining unit positions membership materials supplied by the Union. The employer will inform employees in writing if they are subsequently appointed to a position that is not in a bargaining unit. Per statute, Union representative shall be given thirty minutes paid time with each new employee to discuss union membership.

2.3 Dues Cancellation- An employee may cancel payroll deduction of the dues and/or service fees by written notice to the Employer and the Union on the appropriate union cancellation forms. The cancellation will become effective on the second payroll after receipt of the notice.

2.4 Indemnification- The Union agrees to indemnify and hold the Employer harmless from all claims, demands, suits or other forms of liability that arise against the Employer for or on account of compliance with this Article and any issues related to the deduction of dues or fees.

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 disability. 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 beforehand.

3.1.4 Administration Rights:

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.

3.1.5 Management Rights:

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

- A. Determine the Employer's functions, programs, organizational structure and use of technology;
- B. Determine the Employer's budget and size of the agency's workforce and the financial basis for layoffs;
- C. Direct and supervise employees;
- D. Take all necessary actions to carry out the mission of the county and its agencies during emergencies;
- E. Determine the Employer's mission and strategic plans;
- F. Develop, enforce, modify or terminate any policy, procedure, manual or work method associated with the operations of the Employer;
- G. Determine or consolidate the location of operations, offices, work sites, including permanently or temporarily moving operations in whole or part to other locations;
- H. Establish or modify the workweek, daily work shift, hours of work and days off;
- I. Establish work performance standards, which include, but are not limited to, the priority, quality and quantity of work;
- J. Establish, allocate, reallocate or abolish positions, and determine the skills and abilities necessary to perform the duties of such positions;

- K. Select, hire, assign, reassign, evaluate, retain, promote, demote, transfer, and temporarily or permanently lay off employees;
- L. Determine, prioritize and assign work to be performed;
- M. Determine the need for and the method of scheduling, assigning, authorizing and approving overtime;
- N. Determine training needs, methods of training and employees to be trained;
- O. Determine the reasons for and methods by which employees will be laid-off; and
- P. Suspend, demote, reduce pay, discharge, and/or take other disciplinary actions

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

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. Appeals of oral reprimands will be limited to the HR Director. The decision of the HR Director shall be final and binding.

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 payclass.

New Year's Day	January 1
President's Day	3 rd Monday in February
Memorial Day	Last Monday in May
Independence Day	July 4
Labor Day	First Monday in September
Veterans Day	November 11
Thanksgiving Day	4 th Thursday in November
Thanksgiving Day after	4 th Friday in November
Christmas Day	December 25
2 Personal Holidays	Dates determined by the employee and 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:

5 years or less	12 days per year accrued at 1 day per month
5 years but less than 10 years	15 days per year accrued at 1 ¼ days per month
10 years but less than 15 years	18 days per year accrued at 1 ½ days per month
15 years but less than 20 years	21 days per year accrued at 1 ¾ days per month
20 years but less than 25 years	24 days per year accrued at 2 days per month
25 years and over	28 days per year accrued at 2 ¼ days per month

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 ½ 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 An employee in paid status for any portion of the month shall earn sick leave at a rate of 7.5 or 8.0 hours per month (based on a full-time employee status, pro-rated for other weekly schedules) or as applicable per Federal or State law.

7.2 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. The immediate family shall be defined as: Spouse, State Registered 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 as a member of the employee's immediate family.

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

In addition:

- Two additional working days may be authorized if travel time is needed for out-of-town funerals. To be considered out-of-town, the employee must travel more than one hundred and twenty-five miles one way 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.

7.5 Any employee who for any reason must take sick leave shall as soon as possible notify his/her immediate supervisor or department head. Persons in a supervisory capacity or a department head/division head will be responsible for ensuring that employees follow the

appropriate notification procedures when utilizing sick leave.

7.6 Under no circumstances will sick leave be taken instead of annual leave.

7.7 Employees accrue and may use sick leave during their review period.

7.8 Sick leave covers those situations in which an employee is absent from work due to circumstances such as:

- An employee's mental or physical illness, injury or health condition;
- Preventive care such as a medical, dental or optical appointments and/or treatment;
- Care of a family member with an illness, injury, health condition and/or preventive care such as a medical/dental/optical appointment;
- Closure of the employee's place of business or child's school/place of care by order of a public official for any health-related reasons;
- Exposure to a contagious disease where on-the-job presence of the employee would jeopardize the health of others.
- Use of a legally prescribed prescription drug that impairs job performance or safety.
- If the employee or the employee's family member is a victim of domestic violence, sexual assault or stalking.

7.9 The County may require a medical note for leave of more than three (3) days.

7.10 The county may also request a physician's written release for an employee to return to work. Per RCW 49.46.210(g) (1), 49.46.200 and 49.46.210, and all applicable rules, do not preclude an employer's ability to verify when an employee may safely return to work (require a "fitness for duty" certification) if the right to require such verification is provided elsewhere in local, state or federal law

7.11 Employees who use all their accumulated sick leave and require more time off work due to illness or injury may, with their department/division head's approval, take leave without pay.

7.12 Any employee who is laid off, discharged, or separated from the service of the employer for dishonesty or misconduct shall not be compensated for unused sick leave. If any employee is in unpaid status for a full month, he/she shall not accrue sick leave benefits. If the employee is returned to work, they shall be credited with sick leave benefits as if they had been working instead of being on administrative leave.

7.13: Scheduled sick leave absences are those sick leave absences associated with medical appointments, planned surgeries, annual physicals or other foreseeable medical/dental appointments; these types of absences require prior written approval. Scheduled sick leave

absence requests should be submitted for approval as soon as the employee schedules the appointment with the Health Care provider. If the need for paid sick leave is foreseeable, the Employer requires advance notice from the employee. The employee must provide notice at least ten days, or as early as practicable.

Unscheduled sick leave absences are those sick leave absences which are not preplanned or foreseeable. The employee must notify his/her Supervisor, Department Head/Elected Official (or designee) as soon as reasonably possible, in accordance with departmental notification procedures. 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 other means of communication to contact an individual regarding their absence.

7.14 The following may be used to determine needed appropriate action at the supervisor's discretion and may result in progressive discipline:

Unapproved unpaid leave: when an employee is absent from work and the employee's sick leave account is depleted.

Job abandonment: when an employee fails to follow procedures in notifying his/her supervisor of an absence (for example: leaving work during assigned shift without notice, failure to report to work without notice, failure to follow-up/update supervisor of ongoing absence). These types of absences are considered an abandonment of one's job and may justify severe discipline (suspension/ termination).

7.15 Employees may rollover a maximum of 75 sick days or pro-rated equivalent per calendar year.

- Employees hired prior to June 1, 1989: Unless the employee selected the LTD plan, an employee hired before June 1, 1989, may rollover a maximum of 180 sick days or pro-rated equivalent. Upon retirement or death, accrued sick leave will be paid at 50% of accrued leave balance (max of 130 days) at the employee's final pay rate to a maximum of 65 days.

7.16 The number of sick leave hours available are not intended to establish a guideline for acceptable attendance.

7.17 Any discrimination or retaliation against an employee for lawful exercise of paid sick leave rights is not allowed. Employees will not be disciplined for the lawful use of paid sick leave.

7.18 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.

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.

7.19 Pay for time taken on sick leave shall be at the employee's normal 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, 2 or 3), 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 1,2 or 3 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. Oral reprimands will not be used as the basis for further disciplinary action after twelve (12) months if there have been no repeated offenses concerning the same matter as the reprimand. Written reprimands will not be used as the basis for further disciplinary action after twenty-four (24) months if there have been no repeated offenses concerning the same matter as the reprimand. 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". Other forms of disciplinary actions not listed above may be mutually agreed to by authorized representatives of the Union and the County.

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. 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.

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.

14.5.2 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.

14.5.3 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.

14.5.4 Removal of Documents

- A. Adverse material or information related to alleged misconduct that is determined to be false and all such information in situations where the employee has been fully exonerated of wrongdoing will be removed from employee files. However, the Employer may retain this information in a legal defense file and it will only be used or released when required by a regulatory agency (acting in their regulatory capacity), In the defense of an appeal or legal action, or as otherwise required by law.
- B. Written reprimands will be removed from an employee's personnel file after three (3) years if:
 - 1. Circumstances do not warrant a longer retention period; and
 - 2. There has been no subsequent discipline; and
 - 3. The employee submits a written request for its removal.

C. Records of disciplinary actions involving reductions-in-pay, suspensions ore demotions, and written reprimands not removed after three (3) years will be removed after five (5) years if:

1. Circumstances do not warrant a longer retention period; and
2. There has been no subsequent discipline; and
3. The employee submits a written request for its removal

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:

<u>Continuous Service</u>	<u>Monthly Amount</u>
Over 7 years	\$40.00
Over 10 years	\$75.00
Over 15 years	\$100.00
Over 20 years	\$150.00
Over 25 years	\$200.00

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 requires 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 electronically 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). The County agrees to maintain current level of 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 the agreement shall be mutual agreement only.

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:

Employee	5%
Employee & Child(ren)	10%
Employee & Spouse	10%
Full Family	10%

- 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 Delta Dental of Washington PPO plan and Willamette Dental (DMO).
- 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:

HMO – SELF INSURED PLAN

PPO - SELF INSURED PLAN

\$200 Deductible	\$500 Deductible
90% Coinsurance	80/60% Coinsurance
\$30 Office Visit Co-pay	\$30 Office Visit Co-pay
\$1,000 Coinsurance max	\$2,000 Coinsurance max
\$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-pav
\$150 Vision Hardware Every 24 months	Covered in Full Up to \$300 Calendar Year Maximum

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), Delta Dental of Washington 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 to 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.

24.3.4 Members who divorce their spouse or terminate Domestic Partnership must notify the employer within thirty (30) calendar days of the effective date of divorce/termination or may be subject to discipline under the terms of their respective CBAs.

24.4 Life Insurance:

Effective December 1, 2018, the Employer agrees to provide and pay the full premiums for a \$25,000 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 onetime 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 2018, a 2% Wage adjustment effective January 1, 2018

For 2019, a 2% Wage adjustment effective January 1, 2019

For 2020, a 2% Wage adjustment effective January 1, 2020

For 2021, the parties agree to conduct negotiations on economic items only. Current language shall be effective through 2021 unless otherwise agreed or modified during the term. Negotiations shall commence by August 15, 2021 or a date mutually agreed on by the parties.

27.2 Step Increase Process:

1. Maintain status quo during 2018: step increases for both new hires and regular employees will be 2.56%.
2. Beginning in 2019:
 - a. 13 step will remain in place
 - b. New hires: first step increase after hire (at 975 hours/6 months) will always be 2.56%; subsequent step increases will be 5.12%.

Examples:

<p>Employee A: (new hire)</p> <ul style="list-style-type: none"> • 2/1/18- hired at step 1 • 8/1/18- 1st step increase, to step 2 (2.56%) • 8/1/19- annual step increase, to step 4 (5.12%) • (annual step increases- 6, 8, 10, 12) • 8/1/24- final step increase from step 12 to step 13, increase of 2.56%. 	<p>Employee D: (current employee, hired 2/1/16)</p> <ul style="list-style-type: none"> • 8/1/17- annual step increase, to step 3 (2.56%) • 8/1/18- annual step increase, to step 4 (2.56%) • 8/1/19- annual step increase, to step 6 (5.12%) • (of annual step increases - 8, 10, 12) • 8/1/23- final step increase from step 12 to step 13, increase of 2.56%
<p>Employee B: (new hire)</p> <ul style="list-style-type: none"> • 8/1/18- hired at step 1 • 2/1/19- 1st step increase, to step 2 (2.56%) • 2/1/20- annual step increase, to step 4 (5.12%) • (annual step increases - 6, 8, 10, 12) • 8/1/24- final step increase from step 12 to step 13, increase of 2.56% 	<p>Employee E: (current employee, hired 2/1/15)</p> <ul style="list-style-type: none"> • 8/1/17- annual step increase, to step 4 (2.56%) • 8/1/18- annual step increase, to step 5 (2.56%) • 8/1/19- annual step increase, to step 7 (5.12%) • (of annual step increases -9, 11) • 8/1/23- final step increase from step 11 to 13, increase of 5.12%.
<p>Employee C: (new hire in 2019)</p> <ul style="list-style-type: none"> • 1/1/19- hired at step 1 • 7/1/19- 1st step increase, to step 2 (2.56%) • 7/1/20- annual step increase, to step 4 (5.12%) • (annual step increases- 6, 8, 10, 12) • 8/1/25- final step increase from step 12 to step 13, increase of 2.56% 	

3. This method minimizes the potential of "leap frogging" pay rates.
4. No employee shall suffer a loss or reduction in base pay.
5. This results in advancing through the step system in half the current time. For newly hired employees hired at step 1, top step would be reached in 6.5 years vs 12.5

years.

6. This pay step system will apply only to employees currently on the 13-step system.

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

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. Effective November 1, 2018, overtime is paid at time and one half after 8 hours on a 5-8-hour shift and after 10 hours when on a 4-10-hour shift. All weekend overtime in excess of forty hours in the week is paid at time and one half. Employees have the option of flexing their work schedule within a pay period with Management's approval.

Effective November 1, 2018, On Call – The following personnel in the listed classifications will be eligible for a stipend of two hundred dollars (\$200.00) per month for handling routine calls that do not require a physical response to a location. Should the employee be required to report to a location in response to a call, the normal callout provisions shall apply. The recognized classifications are:

The District Supervisors and Foremen from each of the four districts (8 total), the Bridge/Roadside Maintenance Supervisor and the Bridge Maintenance Supervisor

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.

ARTICLE 32 - TERM OF AGREEMENT

The terms of this collective bargaining agreement shall be January 1, 2018 through December 31, 2021.

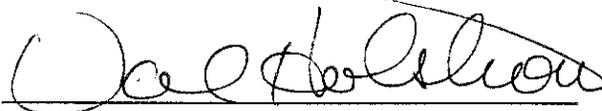
APPENDIX A - INCLUDED CLASSIFICATIONS

CLASS	TITLE		
2207	Road District Foremen		
2215	Road District Manager	2111	Training Coordinator
2212	Equipment Maint. Supervisor		
2218	Bridge/Roadside Maint. Supervisor	2264	Bridge Maint. Supervisor
2213	Vehicle Fleet Analyst		

**COLLECTIVE BARGAINING AGREEMENT BETWEEN TEAMSTERS
LOCAL 690 and SPOKANE COUNTY, PUBLIC WORKS DEPARTMENT
Effective January 1, 2018 through December 31, 2021**

IN WITNESS WHEREOF, the Parties hereto have set their hands this 4 day
of December, 2018

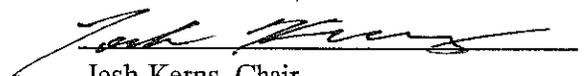
FOR THE UNION

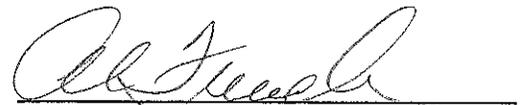

Val Holstrom, Secretary Treasurer


Joseph Kuhn, Business Representative

 11/21/18
Taj Wilkerson, Business Representative

FOR THE COUNTY


Josh Kerns, Chair


Al French, Commissioner


Mary Kunej, Commissioner


Tim Hansen, HR Director


Randy Withrow, Chief Negotiator