LABOR AGREEMENT
BETWEEN
SPOKANE COUNTY,
SPOKANE COUNTY PUBLIC DEFENDER,
AND
TEAMSTERS LOCAL UNION NO. 690
January 1, 2015
Through
December 31, 2017
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PREAMBLE

These Articles constitute the Agreement, the terms of which have been negotiated in good faith, between the Board of County Commissioners of Spokane County and the Spokane County Public Defender, hereinafter referred to as the "Employer" and Teamsters Local Union No. 690, hereinafter referred to as the "Union". All items shall be binding for both the employer and the Union and its members.
ARTICLE I – PURPOSE
The intent and purpose of this Agreement is to promote the continued improvement of the relationship between the Employer and the Union by establishing equitable and peaceful procedures for the resolution of differences and by setting forth rates of compensation, hours of work, and other conditions of employment of Unit Leaders and APD Public Defenders (APDs) in the bargaining unit.
ARTICLE II – UNION RECOGNITION
The Employer recognizes Teamsters Local Union No. 690 as the exclusive bargaining representatives for all full time and regular part-time APD, including Unit Leaders, hereinafter referred to as APD(s). The Public Defender and the Chief Deputy Public Defender are excluded from the bargaining unit. Other excluded positions shall be agreed to by the Employer and the Union, according to a Memorandum of Understanding regarding bargaining unit excluded classifications or positions.
ARTICLE III – UNION SECURITY

3.1 Membership:

3.1.1 All employees covered by this Agreement shall have the following options pertaining to union membership and union dues and fees: 1) employees may choose to become and remain members in good standing in the Union; 2) employees may choose to pay agency fees to the Union equivalent to the normal periodic dues and fees paid by members in good standing without becoming members of the Union; 3) employees may choose to pay to any charitable organization of the employee's choice an amount equivalent to the normal periodic dues and fees paid by union members. The charitable organization must be qualified under the Internal Revenue Code to accept contributions on a tax-deductible basis and be approved by the Teamsters Local Union No. 690 Executive Board.

3.1.2 All employees covered by this Agreement who are not members of the Union shall be required to join and maintain membership within thirty (30) days of the signing of this Agreement as a condition of employment.

3.1.3 All new employees covered by this Agreement hired after the execution date of this Agreement shall, as a condition of employment, become and remain members of the Union thirty (30) days after being employed.

3.1.4 Each APD shall be protected by RCW 41.56.122(1) and the provisions of Teachers v. Hudson, 475 U.S. 292 (1986).

3.1.5 The Employer shall deduct any Union membership initiation fees, and, once each month, dues from the pay of those APDs who individually authorize in writing that such deductions be made. The amounts to be deducted shall be certified to the County Auditor by the Treasurer of the Union, and the aggregate deductions of all APDs shall be remitted, together with an itemized statement to the Teamster Local Union No. 690, and a copy sent to the Local Treasurer, after such deductions have been made.

3.1.6 Democratic, Republican, Independent Voters Education (DRIVE):

The Employer shall deduct from the pay of each employee, each month, who furnishes a written original authorization form signed by the employee to the Auditor's Payroll Department. The first deduction will take effect at the end of the month following the month the written authorization for deduction is received. The deduction will occur once per month on the last pay period of the month.
(i.e., Authorization is given to County Payroll in the month of February; the first deduction will start March 31st. DRIVE shall notify the Employer of the amounts designated by each contributing employee that are to be deducted from his/her paycheck on a monthly basis. The Employer will reconcile the deduction list with the individual authorization forms received from the employees. The Employer will only make the deduction if there is an authorization form on file. The Employer shall transmit to DRIVE National Headquarters, on a monthly basis, in one check, the total amount deducted along with the employee identification number, the name of each employee on whose behalf a deduction is made, and the amount deducted from that employee’s paycheck. The International Brotherhood of Teamsters shall reimburse the Employer annually for the Employer’s actual cost for the expenses incurred in administering the monthly payroll deduction plan the calculation of the expenses and the due date for reimbursement to be determined under separate cover. The Employer will recognize authorization for deductions from wages, if in compliance with state law, to be transmitted to the Local Union, or to such other organizations as the Union may request if mutually agreed to. No deduction shall be made which is prohibited by applicable law.

3.2 Upon failure of any APD to comply with the provisions of this article, the Union may then notify the Employer in writing of such failure, and that the union has strictly complied with the necessary procedural steps pursuant to the Local Union Bylaws and all other applicable laws in making its demand for the APD’s termination. Further the notice must state that the demand for termination is made for no reason other than the APD’s failure to pay the dues uniformly required by the Union for membership in the Union pursuant to the Union Security clause. Termination shall be effective seven (7) days following the date of receipt of the notice.

3.3 The Union agrees to indemnify, defend and hold the Employer harmless against any and all claims, demands, suits, orders, judgments and other forms of liability (monetary or otherwise) brought against or that might arise, or be issued against the Employer as a result of any action taken or not taken by the Employer for complying with the provisions of this article.
ARTICLE IV – JOB CLASSIFICATIONS AND DEFINITIONS

4.1 – Definitions:

4.1.1 Regular APD: An APD who has successfully completed his/her probationary period.

4.1.2 Full Time APD: An APD who regularly is compensated for 37.5 hours per week on a continuing basis.

4.1.3 Part Time APD: An APD who regularly is compensated for less than 37.5 hours per week on a continuing basis. See Article 7.3.

4.1.4 Probationary APD: An APD within the initial 1950 hours of paid time as an APD in Spokane County and serves at the sole discretion of the Public Defender.

4.1.5 Extra Help: Works to cover special needs, peak or emergency workloads, necessary vacation relief. Extra help personnel shall not be employed for more than five months in any 12-month period. A month of extra help employment is considered to be 70 or more hours. Extra help personnel who work less than 70 hours per month may work for an indefinite period. Except in unusual or emergency situations, extra help personnel must meet the minimum requirement of the applicable county job classification. Extra help work is not eligible for benefits. (Res. 95-0742, Res. 87-11844, 1987; Res. 74-817, 1974). Extra help cannot be used to supplant the work force.

4.1.6 Unit Leaders: APD who are appointed by the Public Defender to attend Judicial and other meetings, be a mentor to other APDs, fill in for leaves, ensure unit runs smoothly and other assigned tasks in the misdemeanor, juvenile delinquency, dependency, or felony department of the Spokane County Public Defender. Unit Leaders will have a reduced case load in order to accomplish Unit Leader duties.
ARTICLE V – UNION PRIVILEGES AND APDS RIGHTS

5.1 Non-Discrimination:

5.1.1. The provisions of the Agreement shall be applied equally to all APDs in the bargaining unit without coercion or discrimination as to age, sex, sexual orientation, marital status, race, color, creed, and national origin, status as a qualified individual with a disability or political affiliation. The Union and Employer shall share equal responsibility for applying this provision of the Agreement.

5.1.2. The Employer agrees not to interfere with the rights of APDs to become members of the Union, and there shall be no discrimination, interference, restraint, or coercion by the Employer’s representative(s) against any APDs regarding activity in an official capacity on behalf of the Union.

5.1.3. The Union recognizes its responsibility as bargaining agent and agrees to represent all APDs in the bargaining unit without discrimination, interference, restraint or coercion.

5.2 Union Activities on Employer’s Time and Premises: Employer agrees that on its premises, “Authorized Union Representatives” defined as Teamsters Local No. 690 Business Representatives, APD Shop Stewards and Union Bargaining Team APDs who are designated in advance as authorized to represent the Union shall be allowed to:

5.2.1. Post Union notices. The Employer agrees to provide suitable space for the Union on office bulletin boards. Posting by the Union on such boards is to be confined to the business of the Union and its activities, including notices of Union meetings, Union election returns, Union appointment to office, and Union recreational or social affairs. The Union agrees to limit posting of such notices to its bulletin board space and to police such postings. E-mail may also be used for these purposes, with prior approval of the Public Defender or Chief Deputy Public Defender, with the understanding that pursuant to Spokane County policy, e-mails are not confidential.

5.2.2. Distribute Union literature to Union members, provided that such distribution shall be in designated mail boxes, and not in individuals offices.

5.2.3. Attend negotiation meetings with the Employer on paid time, provided that no more than four (4) APDs from the bargaining unit will be designated “Union
Bargaining Team" who may attend on paid time, during normal working hours. Additional APDs may attend by mutual agreement.

5.2.4. Submit communications authorized by the local Union or its officers to the Public Defender or his/her designee; and,

5.2.5. After first receiving the approval of the Employer as to the time of such consultation, consult with the Employer or his/her designee, local Union officers, or other Union representatives concerning any provisions of this Agreement.

5.2.6. The Employer also agrees to provide the Union with notice of new hires within ten (10) working days. The Employer also agrees to provide the Union with a list of current APDs positions within ten (10) working days of receipt of written request from the Union.

5.2.7 The Employer further agrees that Teamsters Local Union No. 690 Business Representatives shall, for the purpose of investigating and discussing grievances, have reasonable access to the work areas of members of the bargaining unit.

5.3 Union Business: Notice and Authorization of Union Representatives: On an annual basis the Union agrees to provide an updated list to the Public Defender or his/her designee of who is authorized to represent the Union in any matters outlined in this article. If the list of “Authorized Union Representatives” changes the Union must notify the employer. An "authorized Union representative" is one who is appointed by their Local Union to include Teamsters Local No. 690 Business Representatives, shop stewards, and bargaining team members. No more than four (4) APDs can be appointed as Shop Stewards unless an increase in the number of Shop Stewards is mutually agreed to by the Union and the Employer. Prior supervisor approval shall be obtained whenever possible for absences from the work place. Such approval shall not be unreasonably withheld.

5.3.1 Union Activities

5.3.1.1 The Employer agrees that during working hours, on the Employer’s premises and without loss of pay, Union negotiations team members and Shop Stewards authorized Union representatives shall be allowed to consult with the Employer, his/her representative(s), or members concerning contract questions and problem solving in an effort to resolve issues at the lowest possible level. The Union agrees to first receive the approval from the Public Defender or his/her designee and
agrees to carry out these activities at times which are the least disruptive to the workplace.

5.3.1.2 The Employer agrees that representatives of the International Brotherhood of Teamsters, whether Local Union No 690 representatives, Joint Council representatives, or International representatives shall upon following the process below, have full and free access to the premises of the Employer at any time during working hours to conduct Union activities. These Union activities must not disrupt the regular functions of the department. The following is the process the Union must follow prior to obtaining access to the Public Defenders office.

- Notify the Public Defender in advance.
- Check in at the front desk prior to entering the office area.
- Notify 690 members via the County E-mail system prior to the visit, so that those who do not wish to be disturbed can close their doors.
- Not enter a members office unless the member is present and extends an invitation to enter; and
- The Employer will not deny access unless an extraordinary circumstance exists such as an all office training.

5.3.1.3 Examples of Union activities are as follows:

5.3.1.3.1 Process grievances;
5.3.1.3.2 Participate in PERC hearings as a direct participant, i.e. as a witness, shop steward and/or representative of the Local involved. Notification will be given to the department of those requested to attend. Witnesses are those who are testifying or about to testify at the PERC hearing;
5.3.1.3.3 Attend Labor/Management meetings;
5.3.1.3.4 Attend negotiation meetings;
5.3.1.3.5 Distribute Union literature;
5.3.1.3.6 Transmit communications, authorized by the Local Union or its officers, to the APDs, Employer or his/her representative(s).

5.4 Union Functions: The Employer agrees to grant authorized Shop Stewards time off with pay, not to exceed an accumulative total of ten (10) working days in any calendar
year to attend or represent the Union at Union functions. The Union agrees to first receive the approval from the Public Defender or his/her designee to ensure that attendance at the Union functions will not disrupt the work place.

5.4.2 Example of functions is as follows:

5.4.2.1 Union Conventions;
5.4.2.2 Teamsters Executive Board Meetings/Training
5.4.2.3 Other functions that Employer agrees are beneficial to the County

5.5 Union Business: The Union agrees to conduct Local Union business at times other than normal county business hours. Examples of Local Union Business are as follows:

5.5.1 General membership meetings
5.5.2 E-Board meetings
5.5.3 Elections
ARTICLE VI – UNION/MANAGEMENT RELATIONS

6.1 **Statement:** All collective bargaining with respect to wages, hours, and general working conditions covered under this Agreement shall be conducted by authorized representatives of the Union and authorized representatives of the Employer.

6.2 **Agreements:** Agreements reached between the parties to this Agreement shall become effective only when signed by designated representatives of the Union and the Employer.

6.3 **Management Rights:** The Employer retains and reserves all powers and authority to manage its operation in an effective manner in accordance with applicable laws and regulations subject to the limitations expressly stated in the Agreement.

6.3.1. To plan, direct, control and determine all operations and services of the Employer;

6.3.2. To supervise, transfer, promote and direct the work-force; to establish the qualifications for employment and to hire APDs;

6.3.3. To schedule and assign work;

6.3.4. To establish work performance standards and, from time to time, to change those standards;

6.3.5. To determine the methods, means, organization and number of personnel by which such operations and services shall be made, purchased, or to subcontract work as long as that subcontracted work does not supplant the work force;

6.3.6. To make and enforce reasonable rules and regulations;

6.3.7. To discipline, demote, suspend, layoff and discharge APDs;

6.3.8. To change or eliminate existing equipment or facilities;

6.4 **Labor Management Meetings:** It is mutually agreed that a Labor/Management Committee consisting of not more than four (4) members designated by the Union and designated representatives of the Public Defender shall conduct regular Labor/Management meetings on paid time, for the purpose of resolving problems that may arise to promote a cooperative climate of Labor/Management relations. Meetings shall be scheduled monthly but may be conducted more or less often by mutual agreement. Meeting agendas will be prepared and submitted in advance of each meeting by both parties.

It is mutually agreed that the Public Defender and Teamsters Local Union No. 690 shall work together, individually and collectively, to provide the public with efficient and courteous services, to encourage good attendance of APDs and to promote a climate of
labor relations that will aid in achieving a high level of efficiency in the Spokane County Public Defender’s Office.

6.5 Case Load Standards: The Employer and APDs are committed to delivery of the highest quality of legal services to its clients. The Spokane County Public Defender is required to accept all cases appointed to the office, whether by the courts or the approval from Pre-Trial Services. It is recognized that there are occasional and unexpected surges in caseloads. The Employer will comply with the Washington State Supreme Court Standards for Indigent Defense.

6.6 Assignments and Promotions: A change of assignment notice will be sent via e-mail in an attempt to determine interest. Management has the final determination on who is assigned. For promotions, (Senior Attorney or Chief Deputy Openings) APDs with an interest in the promotion, must complete and submit an application to Human Resources. The Employer will consider in-house applicants before reviewing outside applicants for promotions or assignments but in all cases, final determination will rest solely with the Employer.

6.7 Equipment: The employer will use its best efforts to provide new technologies to all APD staff to enable them to have better access to clients and to complete their daily duties in a more efficient manner
ARTICLE VII – HOURS OF WORK – WORKING CONDITIONS

7.1 Normal Office Hours: APDs are professional employees and as such are considered exempt for purposes of both the Federal Fair Labor Standards Act and the Washington Minimum Wage Act. Parties agree that normal office hours are from 8:30 a.m. to 5:00 p.m., Monday through Friday. Exempt staff may be permitted to alter normal work hours due to workload or business needs, as long as the attorney is reasonably available for clients, and appropriate notification is given to the Front Desk (for incoming calls) and co-workers regarding the attorney’s schedule. An abuse of this provision will be addressed by the Supervisor with the attorney, and progressive discipline may be imposed.

Every effort will be made by Management to schedule meetings during normal business hours. However, Management may schedule meetings, training sessions or any work related obligations outside of normal working hours to accommodate necessary events, and training that cannot be scheduled during the normal business hours. If Management schedules a meeting during one of these times, it must give the APD’s a minimum of three (3) business days’ notice.

7.2 Job Share: With the approval of management, two APDs may be permitted to job share. Job share is defined as two (2) APDs equally sharing one (1) Full Time APD position. APDs participating in a job share situation will have his/her normal step increases and other benefits based on length of service, lengthened by the same percentage he/she is not working; this will be in accordance with the county’s job share percentage program (Spokane Policy 215).

7.3 Part-Time APDs: Upon the request of an APD and with the approval of management, a Regular APD may be permitted to work part-time up to twelve (12) months, but may be extended by mutual agreement. A Regular APD working part time will have his/her normal step increases and other benefits based on length of service, lengthened by the same percentage he/she is not working; this will be in accordance with the county’s job share percentage program. (Spokane Policy 215).

7.4 APD’s may voluntarily exchange positions among departments with approval of the Public Defender or designee.
ARTICLE VIII – SALARY/COMPENSATION

8.1 Salary Schedule:

For 2015, Teamsters Local 690 employees on the payroll 12/01/15 will receive a wage adjustment based upon 87.5% of the average of the Comp Counties salaries (Clark, Kitsap, Pierce, Snohomish and Yakima) as calculated during the first week of July 2015.

Salary comparison will be determined by Spokane County Human Resources. At Teamsters Local 690 option, they may request the salary comparison be reviewed as soon as practical in Labor/Management but the results of the Human Resources salary survey are not grievable.

For 2016, $0
For 2017, $0

The parties acknowledge that neither party is legally bound by the wage formula beyond the current contract period.

8.2 New Job Classification: When any position not listed on the Wage Schedule is established, which the parties have mutually agreed will be covered by the Collective Bargaining Agreement, or the PERC has determined is a bargaining unit position, the County may designate a job classification and pay rate for the position, and will notify the Union in writing of the newly created position. Upon notification the Union shall have thirty (30) days to negotiate a change in rate. In the event the Union still does not agree that the rate is proper, the Union shall have the right to submit the issue as a grievance at Step 3 of the Grievance Procedure.

8.3 Pay Period: The salaries of the APDs shall be paid semi-monthly.

8.4 Longevity Compensation: APDs of Public Defenders with continuous County service from the time of regular full-time employment are paid a longevity benefit calculated at the following:

<table>
<thead>
<tr>
<th>Continuous Service</th>
<th>Monthly Rate</th>
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<tbody>
<tr>
<td>Over 10 years</td>
<td>$34.92</td>
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<tr>
<td>Over 15 years</td>
<td>$52.38</td>
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<tr>
<td>Over 20 years</td>
<td>$69.84</td>
</tr>
<tr>
<td>Over 25 years</td>
<td>$87.30</td>
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</table>
8.5 **Continuing Legal Education:** Effective date of ratification of this CBA, Employer shall provide a maximum of $400.00 per year to each full time APD to cover the cost of required Continuing Legal Education (CLE) as mandated by the Washington State Bar Association, with the understanding that these funds will not carry over to next year if not used.

8.6 **Professional Responsibility:** The Employer and Union expressly acknowledge and recognize the unique status of APDs as lawyers, officers of the court, and Unit Leaders. As such, APDs shall be and remain members in good standing of the Washington State Bar Association and shall otherwise at all times comport themselves in conformity with their oath-based obligations and responsibilities, including those imposed by the Rules of Professional Conduct. Nothing in this Agreement shall be construed to abridge the obligations and responsibilities of APDs as lawyers.

8.7 **Membership Fees:** The County shall pay all fees to the Washington State Bar Association and the Washington Defenders Association on a yearly basis.

8.8 **Books and Resources:** The Employer shall follow the current practice of making available to APDs the Sentencing Guideline Manual to the Felony Department, Court Rules, Tegland's *Courtroom Handbook on Washington Evidence*, selected RCW titles and shall maintain computer research service such as Lexis-Nexis.

8.9 **On Call:** Effective upon ratification, APD will receive $300 per week while on call.

8.10 **Court Sanctions:** The Employer shall pay any sanctions, terms, or fines levied by any court against APDs for acts or omissions committed by APDs in good faith and within the scope of their official duties. The Public Defender or his/her designee shall resolve any and all questions relating to whether the APD acted in good faith and within the scope of his or her official duties, in accordance with procedures. The decision of the Public Defender or his/her designee is subject to the grievance procedure.

8.11 **Mileage and Travel Time:** The Employer agrees to follow the current practice regarding transportation necessary to perform their official duties, including CLE training.

8.12 **Unit Leader Pay:** Any APD who is not a senior attorney, while assigned to a Unit Leader position, shall be paid 5 per cent above their regular salary, for performing those Unit Leader duties.

8.13 **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.

8.14 Step Increase Process:

Effective December 15, 2014, the Wage Table will expand the Steps from 1 through 7 to 1 through 13. The differential between steps is 2.56% subject to rounding. For employees hired prior to December 15, 2014, their step placement will be determined by taking their current Step, multiplying by two and subtracting one (Current Step * 2 − 1 = New Step). For employees hired prior to December 15, 2014, future step increases will be in increments of 2 Steps until the top step is achieved. For example, if on December 15, 2014, an employee is at Step 2, they would move to Step 3 and move to Step 5 on their anniversary date. For employees hired after December 15, 2014, the employee will move in one step increments.

Examples:

Current step = 1 * 2 − 1 = 1
Current step = 3 * 2 − 1 = 5
Current step = 7 * 2 − 1 = 13
ARTICLE IX – HOLIDAYS

9.1 The following days shall be recognized and observed as paid holidays:
New Year's Day (January 1st)
Martin Luther King Jr.'s. Birthday (3rd Monday in January)
President's Day (3rd Monday in February)
Memorial Day (Last Monday in May)
Independence Day (4th of July)
Labor Day (1st Monday in September)
Veteran's Day (November 11)
Thanksgiving Day (4th Thursday in November)
Day after Thanksgiving (4th Friday in November)
Christmas Day (December 25)

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

9.3 Floating Holidays: Full time APDs shall be entitled to one paid floating holiday per calendar year. If the floating holiday(s) are not used by December 31st, they will be forfeited. Each APD may select the day on which the APD desires to take the additional holiday after consultation with the Employer. APDs hired on or after September 1st in any calendar year shall not qualify for floating holidays in that year.
ARTICLE X – SICK LEAVE

10.1 Eligibility and Accumulation:

10.1.1 APDs shall start to earn sick leave at the rate of 7.5 hours per month as of the 1st of the month nearest their date of hire. APDs hired on or before the 15th of the month shall receive credit for the full month. APDs hired after the 15th of the month shall not receive credit for that month. APDs separating from service on or before the 15th of the month will not receive any credit for that month. APDs separating after the 15th of the month will receive credit for the full month.

10.1.2 (a) Sick leave may accumulate to a total of 1350 hours for those APDs not covered by long term disability.

(b) Sick leave may accumulate to a total of 562.5 hours for those APDs covered by long term disability.

10.2 Disability Insurance

10.2.1 Notwithstanding the provisions of this section, APDs who in the past have made a previous irrevocable long term disability choice shall retain that choice when they become covered by the terms of this contract. All newly hired APDs will automatically be enrolled in Long Term Disability. If APDs did not elect Long Term Disability in the past, Article 10.2.2 will not apply but Article 10.4 will apply.

10.2.2 The Employer shall provide and pay premiums for a disability insurance plan except as limited in Article 10.2.1.

10.3 Allowance/Notification

10.3.1 The Employer and the Union agree that sick leave shall not be used in lieu of annual leave.

10.3.2 Any APD contracting or incurring any sickness or disability, which renders such APD unable to perform the duties of his/her employment, shall receive sick leave with pay up to the amount they have accumulated. Any APD who for any reason must take sick leave, shall, as soon as possible, notify his/her immediate supervisor or his/her designee.

10.3.3 In the event of sickness, disability, medical or dental appointments in the immediate family requiring the presence of the APD, he/she shall be granted sick leave with pay. The immediate family shall be defined as: A spouse, parent, domestic partner, children, brother, sister, grandparent, father-in-law,
mother-in-law, brother-in-law, sister-in-law, or a more distant relative if living as a member of the APD's immediate family.

Domestic Partner Defined – APDs 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.

a. Members who divorce spouse or terminate Domestic Partnership must notify employer no later than two weeks of divorce/termination or may be subject to progressive discipline.

10.4 Unused Leave:

10.4.1 Upon Retirement: Those eligible APDs shall be compensated in cash for 50% of up to 975 hours of accumulated unused sick leave upon retirement or death. Therefore, the maximum compensation in cash at retirement for unused sick leave shall not exceed 487.5 hours. In the event of death, payment is to be made to the estate of the APD.

10.5 Notwithstanding the provisions of Article 10.4, for retirement purposes, unused sick leave, if applicable, will be paid and credited in accordance with applicable state laws and the Bowles decision in Superior Court of King County, Cause No. 88-2-02100-7.

10.6 Bereavement Leave:

Members are entitled up to three (3) days (7.5 hours per day to a maximum of 22.5 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.

Two (2) additional days (7.5 hours per day to a maximum of 15 hours) may be authorized if travel time is needed for out-of-town funerals.

To be considered out-of-town, the employee must travel outside Spokane County and not return home during the bereavement leave.

Bereavement leave can be utilized over a ten (10) calendar day period after the death.

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

ARTICLE XI – OTHER LEAVES

11.1 Eligibility, Application and Authorization:
11.1.1 APDs shall be eligible for leaves of absence not mandated by State or Federal law after the new hire probationary period. For the purposes of Leaves of Absences the probationary period is time in service worked.

11.1.2 Any request for leave shall be submitted in writing by the APD to the Public Defender or his/her designee. The request shall state the reason the leave is being requested and the length of time the APD desires.

11.1.3 Authorization or denial for a leave shall be furnished in writing to the APD by Public Defender or his/her designee within five (5) calendar days. Requests for emergency/immediate leave not covered by other leaves shall be answered by the end of the shift if possible. Any denial for a leave shall include written reason(s) for denial.

11.1.4 State or Federal laws that cover military, maternity, family leave or any other leave shall be posted in all departments, shops, offices, etc.

11.2 Types of Leave: Leaves granted by the Public Defender or his/her designee include, but are not limited to, the following:

11.2.1 Jury Duty: Leave shall be allowed by the Public Defender or their designee to permit an APD to serve as a member of a jury. Each APD who is granted such leave and receives any compensation, shall be paid by the Employer for the time he/she is absent only in the amount of the excess of his/her regular salary over the compensation received for such jury duties. The Employer may request the court to excuse the APD. In the event an APD reports for jury duty and is released by the court they must report to the Public Defender or designee as soon as possible during the day he/she is released.

11.2.2 Court Appearance: Leave with pay shall be authorized for APD required to appear in court for official Public Defender business.

11.2.3 Voluntary Civic Duties: Leave may be authorized by the Public Defender or their designee to permit an APD to exercise his/her voluntary civic duties. At the discretion of each APD requesting the leave, such leave may be taken without pay after first utilizing all accumulated vacation leave.

11.2.4 Military: The Employer agrees to grant military leave in accordance with State and Federal law.

11.2.5 Educational: Regular APDs shall be granted paid leaves for job related educational and training purposes to attend conferences, seminars, briefing sessions, or other functions of a similar nature that are intended to improve or upgrade the individual's skill or professional ability.
11.2.6  **Maternity Leave:** The Employer agree to grant maternity leave in accordance with State and Federal laws.

11.2.7  **Family Leave:** In accordance with the provisions of RCW 49.12 and any other State and Federal law, the Employer agrees to grant family leave. APDs shall use accumulated sick leave, annual leave or comp time while on family leave. If an APD has a pre-approved vacation and as a result of this section, utilizes all leave accruals, said APD will not forfeit right to pre-approved vacation.

11.2.8  **Spokane County Activities:** Leave may be allowed by the Employer to permit an APD to interview and take examinations for Spokane County positions and may be allowed to serve on Spokane County committees during working hours without loss of pay.

11.3  **Shared Leave:** Shared leave shall be provided in accordance with county policy.

11.4  **Leave of Absence; Impact on Benefits:** APDs must be in a paid status for more than one-half (1/2) of their scheduled work days during the month to earn credit for paid leave time, benefits based on length of service, or premiums paid into a group insurance program.
ARTICLE XII – VACATION LEAVE

12.1 Eligibility and Allowance:

12.1.1 APDs shall start to earn annual leave allowance as of the first of the month nearest their date of hire. APDs hired on or before the 15th of the month shall receive credit for the full month. APDs of Public Defenders hired after the 15th of the month shall not receive credit for that month. Newly hired probationary APDs shall not be eligible to take paid vacation until they have accrued 45 hours of vacation. APDs separating from service on or before the 15th of the month will not receive any credit for that month. APDs separating after the 15th of the month will receive credit for the full month.

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

12.1.2.1 7.5 hours per month for all APDs having less than five (5) years of service.

12.1.2.2 9.38 hours per month for all APDs having at least five (5) years of service, but less than ten (10) years of service.

12.1.2.3 11.25 hours per month for all APDs having at least ten (10) years of service, but less than fifteen (15) years of service.

12.1.2.4 13.13 hours per month for all APDs having fifteen (15) years of service, but less than twenty (20) years of service.

12.1.2.5 15 hours per month for all APDs having twenty (20) years of service, but less than twenty-five (25) years of service.

12.1.2.6 16.88 hours per month for all APDs having twenty five (25) years or more of service.

12.2 Annual Leave Pay: The rate of annual leave pay shall be the APD’s regular rate of pay in effect were the APD on the job at the time.

12.3 Choice of Annual Leave Period:

12.3.1 Annual leave shall normally be granted at the time requested by the APD. If the nature of the work makes it necessary to limit the number of APDs on vacation at the same time, the APD with the most department seniority shall be given his/her choice of annual leave period. In the event of any conflict over annual leave periods, however, an APD with more department seniority shall not be allowed to take more than 150 hours annual leave during such period.
12.3.2 Annual leave may be accumulated to a total of twice the amount earned annually or to a maximum amount of 300 hours credit, whichever is the lesser. Any annual leave accumulated beyond this limit will be forfeited, unless the APD is asked in writing by the Public Defender or his/her designee to defer his/her vacation because of work schedules. In this case the annual leave shall not be forfeited.

12.4 Vacation Rights in Case of Layoff or Separation: Any APD who is laid off, discharged or separated from the service of the Employer for any reason, prior to taking his/her vacation, shall be compensated in cash for the unused vacation, he/she has accumulated at the time of separation which is computed based upon his/her base pay plus longevity if applicable. For retirement purposes, vacation payoff, if applicable, shall be credited in accordance with applicable state laws and the Bowles decision, in the Superior Court of King County, Cause No. 88-2-02100-7.
ARTICLE XIII – INSURANCE BENEFITS

13.1 Medical Insurance

13.1.1 Medical/Dental

The Employer agrees to provide two (2) medical and two (2) dental plans; the Preferred Provider Plans (PPO – Premera and Delta Dental of Washington) and a Health Maintenance Organization (HMO – Group Health and Willamette Dental).

The 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:

<table>
<thead>
<tr>
<th>Coverage</th>
<th>Percentage</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>
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<tr>
<td>Full Family</td>
<td>10%</td>
</tr>
</tbody>
</table>
13.1.2 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.
13.1.3 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.
13.1.4 For clarification purposes, Employee premium share includes the Delta Dental of Washington plan or Willamette Dental plan.
13.1.5 No provision for retiree medical plan.
13.1.6 No double coverage for employees of Spokane County.
13.1.7 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>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</td>
<td>Covered in Full Up to $300 Calendar Year Maximum</td>
</tr>
<tr>
<td>Every 24 months</td>
<td></td>
</tr>
</tbody>
</table>

13.1.9 The Employer further agrees that the level of coverage provided by the PPO and the HMO plans shall not be reduced during the term of this Agreement even in the event the carrier of said coverage is changed.

13.2 Dental Insurance:

13.2.1 The Employer agrees to provide two (2) dental plans; the Preferred Provider Plan (PPO), Delta Dental of Washington (DDW – PPO) and the Dental Maintenance Organization (DMO), Willamette Dental.

13.2.3 The Employer further agrees that the level of coverage provided by Spokane County Dental administered by WDS shall not be reduced during the term of this agreement even in the event that the carrier of said coverage is changed.
13.3 Eligibility:
13.3.1 For all new hires entering service, the medical and dental eligibility will become effective depending on their hire date. For those hired between the 1st and 15th of the month, these new hires 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.

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

13.4.3 No double coverage for medical and dental.

13.4 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 APD’s option and eligibility. The expense of the supplemental insurance is that of the APDs.

13.5 Insurance Extension:
Any APD eligible for sick leave and annual leave benefits, who is unable to resume the duties of his/her employment because of proven illness or injury to self, shall, for a period of six (6) months after exhaustion of sick leave and annual leave benefits, continue to be provided the County contribution toward group insurance benefits. The APD will be required to pay the employee contribution listed in Article 13.1.1 or the insurance extension will lapse.

13.6 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 has the option of unilaterally eliminating the Flexible Spending Account (FSA) or unbundling 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 and
plan design changes are necessary to avoid the Cadillac Tax, fees or penalties. Article 11.1 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.
ARTICLE XIV – DISCIPLINE/DISCHARGE

14.1 Principles: In the administration of this article, a basic principle shall be that discipline should be corrective in nature rather than punitive although unpaid suspensions, reductions in pay and discharge have negative consequences.

14.1.1 Discipline: Disciplinary action or measures shall be appropriate for the offense and shall include any of the following:

14.1.1.1 Documented oral reprimand (specifically identified as a reprimand)
14.1.1.2 Written reprimand
14.1.1.3 Suspension without pay (Notice to the Union to be given in writing within twenty-four (24) hours of action.)
14.1.1.4 Discharge (Notice to be given in writing within twenty-four (24) hours of action)

14.2 Any disciplinary action or measure above a documented oral reprimand imposed upon an APD may be processed using the contractual grievance procedure below. Oral reprimands will not be used as the basis for further disciplinary action after twelve (12) months if there have been no additional offenses. Written reprimands will not be used as the basis for further disciplinary action after twenty-four (24) months if there have been no additional offenses. The APD shall have the right to have an Union representative present at all disciplinary actions or measures. If the selected Union Representative’s presence would delay the scheduled disciplinary action or measure for greater than five (5) business days, then the employee must select an alternative Union Representative to avoid the delay. The employer shall inform the APD when a meeting or investigation may result in disciplinary action.

14.3 Suspension/Termination: The employer shall not discharge or otherwise discipline any APD without just cause. The APD and his/her authorized union representative will be notified in writing that the APD has been suspended and/or discharged.

14.3.1 In cases of suspension/termination, the APD shall have the right to a pre-suspension/pre-termination hearing. He/she shall be presented either orally or in writing with the nature of the charges against him/her, the facts supporting them, and the opportunity to respond to said charges. The Employer shall provide a minimum of ten (10) calendar days for the Employee to prepare his/her response. The APD shall have the right to have an authorized Union representative present. The APD and his/her authorized
union representative will be notified in writing that the APD has been suspended and/or terminated.

14.3.2 Probationary APDs may not grieve discipline or discharge.

14.4.3 **Severe Offenses:** The following severe offenses can result in severe discipline measures up to and including termination.

14.4.3.1 Theft or conversion of time, money, materials or property from Spokane County or other employees;

14.4.3.2 Assaults, physical altercations or threats of physical violence;

14.4.3.3 Willfully damaging County property or other employees' property;

14.4.3.4 Dishonesty such as falsifying records or documents and/or an intentional unauthorized release of confidential information

14.4.3.5 Failure to follow a clear directive; and

14.4.3.6 Use, possession or being under the influence of alcohol/controlled substance (unless prescribed) while at work.
ARTICLE XV - GRIEVANCE and Arbitration Procedure

15.1 Grievance Procedure - A grievance is defined as: A claim or dispute concerning the application, interpretation or administration of the Agreement. Grievances shall be processed in accordance with the following procedures and within the stated time limits. To be considered a bona-fide grievance the written grievance must contain the following:

1. The specific contract provision violated.
2. The specific action(s) that occurred that violated the contract provision listed above.
3. How that action violated the specific terms of the agreement.
4. When the violation is to have taken place.
5. Where the violation is to have taken place, if appropriate.
6. A brief description of the events surrounding the violation.
7. The remedy sought.

Both parties agree that they will meet at each step of the Grievance Procedure to reach a settlement and any grievance settled by the signatory parties thereto in any of the following steps is final and binding.

15.1.1 STEP 1 The Union or employee may take up a bona fide grievance or dispute with the Chief Deputy Public Defender within ten (10) working days of its occurrence, or it is waived. If at that time the APD or Union is unaware of the grievance, they shall take it up within ten (10) working days of the date they should have known of its occurrence. The Union or employee shall, in writing, present his/her grievance to the Chief Deputy Public Defender. Within ten (10) working days from the date that the grievance was presented, the Chief Deputy Public Defender shall reply, in writing, to the employee’s complaint.

15.1.2 STEP 2 In the event the claim or dispute is unresolved at Step 1 the Union shall, within ten (10) working days from the date of receipt of the supervisor’s decision submit a written grievance to the Public Defender. The Public Defender shall set a meeting date within ten (10) working days of receipt of the written grievance in an attempt to resolve the complaint or dispute. Within five (5) working days after the meeting, the decision of the Public Defender shall be reduced to writing with a copy mailed to the Union and to the effected employee.
15.1.3 **STEP 3.** Should the grievance not be settled in Step 2, it shall be submitted in writing within ten (10) working days, of receipt of the Public Defenders decision, to the Human Resources Director. Within five (5) working days of receipt of the complaint, the Human Resources Director will set a date to hear the complaint. The Human Resources Director shall respond to the Union and Employer within ten (10) working days of this hearing.

15.2 **ARBITRATION** Should the grievance not be resolved at Step 3 as defined in Article 15.1.3, either party to this Agreement may within fifteen (15) calendar days of the decision provided at Step 3 notify the other party of their intent to submit the matter to arbitration.

15.2.1 **Scope, Limitations and Arbitrator Authority:** Unless the parties agree in writing, the issue or issues to be submitted to arbitration shall be limited to those set forth and defined in Step 2 of the grievance procedure. The arbitrator's authority shall be limited to a determination based on the issue or issues thus set forth. It is understood and agreed that the arbitrator shall have no authority to modify, vary, alter, amend, add to or take away from, in whole or in part, any of the terms or provisions of this Agreement.

15.2.2 **Arbitrator Selection** If the parties cannot mutually agree on an impartial arbitrator who is able and willing to serve, on a timely basis the parties shall jointly request the Public Employment Relations Commission (PERC) to provide a list of seven (7) persons who are qualified to act as arbitrator. The representatives of the parties shall determine by lot, the order of elimination and thereafter each shall, in order, alternately eliminate one (1) name until only one (1) remains. The seventh or remaining person shall be accepted by both the Union and the Employer to serve as arbitrator.

15.2.3 **Arbitration Hearing, Expenses and Decision:** 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 parties further agree: (1) the arbitrator shall conduct the hearing and that his/her rulings with respect to procedure and objections to the exclusion of inclusion of evidence shall be, during the hearing, binding upon the parties; (2) the Arbitrator or either party may call any employee(s) or other person(s) as a witness during the proceeding and if any employee(s) is on duty the employer agrees to release the employee(s) from duty to appear as a witness; (3) that all
expenses of the Arbitrator shall be borne completely by the party to receive the unfavorable decision. In case of a compromised decision being not clearly favorable to either party, the parties shall equally share the expense; (4) that the Arbitrator shall render a written decision and/or award within thirty (30) days from the date of the conclusion of the hearing and that his/her decision and/or award shall be final and binding upon the parties.

Each party shall bear the expense of preparing and representing its own case, including compensation of its own representatives and witnesses. If either party desires a record of the proceedings, the requesting party shall solely bear the cost of such record.

15.2.4 Unless otherwise determined by an arbitrator's decision, any APD found to be unjustly suspended or terminated shall be reinstated with full compensation for all lost time and full restoration of all rights and conditions of employment. However, this does not preclude a compromise settlement.

15.2.5 Time frames may be extended or steps waived at any level of the grievance process by mutual agreement between the parties. Such extensions or waivers shall be reduced to writing. Should the APD or Union fail to comply with the prescribed time frames, excluding extenuating circumstances, it is agreed that the grievance is waived. In the event of extenuating circumstances that delay either party meeting the time frames, the parties will meet within five (5) work days following the conclusion of the delay to proceed with the grievance process.

15.3 Processing Grievances During Working Hours

15.3.1 Union representatives may investigate and process grievances during working hours without loss of pay.

15.3.2 In the processing of a grievance, the stewards should be limited to a total of two (2) members plus the grievant, unless mutually agreed otherwise.
ARTICLE XVI – GENERAL PROVISIONS

16.1 Work Rules:
The Employer agrees to notify the Union in writing of any changes in existing work rules or the establishment of new work rules.

16.2 Seniority:

16.2.1 Seniority shall be defined in the following order of importance:

Department Seniority: Total length of unbroken service within the Public Defender’s Office.

Bargaining Unit Seniority: Total unbroken service within 690.

Class Specification Seniority: Total length of unbroken service within a Class Specification within 690.

County Employment Seniority: Total length of unbroken employment in the County.

16.2.2 For APDs who are part-time or in a job share situation, seniority accrues at the same percentage of time that an APD works. Department Seniority starts accruing from the first paid actual work date as an attorney for the Spokane County Public Defender’s Office as determined by payroll. Employer shall provide a seniority list to the union 30 days from the date of this contract, to be updated yearly. Prior broken service within the Public Defender’s Office shall be used in cases of the same starting work date to determine the senior employee. If the start dates are still the same for one or more APDs seniority will be determined County Employment Seniority and if still tied then by a coin toss.

16.2.3 For the purpose of computing seniority, all authorized leave with pay and, any authorized FMLA qualifying leave without pay (to a maximum of 6 months), shall be considered as time worked except any leave of absence granted during the probationary period.

- Have sick leave accrual hours reinstated at time of lay off;
- Be placed on parking waiting list using original hire date less time in lay off;
- Use original length of service, minus time in layoff, to determine longevity and vacation accrual rate; and
- Retain their full union seniority accrued prior to layoff minus the time laid off.
16.3 **Layoffs and Recall Procedures:**

The parties agree that the effect of a layoff is negotiable; therefore, the following language is intended to both clarify and establish procedures for any impending layoffs realized by members of the Bargaining Unit and any subsequent recall. Prior to any actual layoff, Labor-Management will consider acceptable alternatives to layoffs.

**16.3.1 - Layoff**

16.3.1.1 No layoffs shall be executed as long as there are extra help APDs.

16.3.1.2 In the event of a layoff for any reason, APDs shall be laid off within their Class Specification in the inverse order of their Class Specification Seniority as defined on Article 16.2.1.

16.3.1.3 APDs being laid off shall be given written notice of such layoff thirty (30) days prior to the layoff if possible. In no event shall written notice of layoff be less than ten (10) working days.

**16.3.2 - Bumping**

16.3.2.1 If an APD is laid off and that laid off employee has greater department seniority than that of other public defenders in a lower job classification, he/she may then bump the least senior, lower class public defender. The APD who has been bumped shall then have the same opportunity to bump downward.

**16.3.3 - Recall**

16.3.3.1 APDs who are laid off, or bumped in lieu of layoff, shall have the first opportunity to fill vacancies in their former classification.

16.3.3.2 APDs shall retain all benefits and seniority accrued prior to layoff when recalled to work, minus the time laid off.

16.3.3.3 Recall rights under this provision shall be limited to 18 months from the date of layoff. APDs who refuse a recall will be taken off the recall list. Laid off APDs who have been offered work shall have ten (10) working days from the date of notice to accept such recall. Offers of employment off the recall list shall be done in writing either by registered letter to the last known address of the laid off APDs or hand delivered to the APD.

16.3.3.4 Any temporary or extra help work required by a department in a job classification in which there are APDs on layoff shall be offered to laid off APDs.
16.4 Formal Notices: When the Labor agreement requires formal notice the following addresses will be utilized:

16.4.1. Union: Teamsters Local Union No. 690, 1912 North Division #200, Spokane, WA 99207

16.4.2 Employer: Spokane County Public Defender, 1033 West Gardner, Spokane, WA 99206
ARTICLE XVII. PURGING OF PERSONNEL FILES
Former APDs may request destruction of personnel files pursuant to the Records Retention Act, RCW 40.14.
ARTICLE XVIII. LOCKOUTS AND STRIKES

18.1 Lockouts: No lockouts of APDs shall be instituted by the employers during the terms of this Agreement.

18.2 Strikes: No strikes, slowdowns, or disruptions of work of any kind shall be caused or sanctioned by the Union during the term of the Agreement.
ARTICLE XIXI – SUPPLEMENTAL AGREEMENT
This Agreement may be amended, provided both parties concur. Supplemental Agreements may be completed through negotiations between the parties at any time during the life of the Agreement. Should either party desire to negotiate a matter of this kind, it shall notify the other party in writing of its desire to negotiate. Supplemental agreements thus completed shall become a part of this Agreement and subject to all its provisions.
ARTICLE XX – SAVINGS CLAUSE
Should any part hereof or any provision herein contained be rendered or declared invalid by reason of any existing or subsequently enacted legislation or by any decree of a court of competent jurisdiction in a final judgment, such invalidation of such part or portion of this Agreement shall not invalidate the remaining portions hereof; provided, however, upon such invalidation the parties agree to meet and negotiate such parts or provisions affected. The remaining parts and provisions shall remain in full force and effect.
ARTICLE XXI – DURATION OF AGREEMENT
This contract shall become effective January 1, 2015 and shall expire on December 31, 2017.

IN WITNESS HEREOF, the parties hereto have set their hand this 23rd day of Jan, 2015.

FOR Teamsters Local Union No. 690:

Val Holstrom, Secretary-Treasurer

Joe Kuhn, Business Representative

FOR THE EMPLOYER:

Al French, Commissioner

Todd Mielke, Commissioner

Shelly O’Quinn, Commissioner

Tom Krzyminski, Public Defender
APPENDIX A – SALARY SCHEDULE

APPENDIX “A”

CLASSIFICATIONS AND WAGE RATES

1. Classifications and Wage Rates

2015-2017 Salary Range Adjustments

<table>
<thead>
<tr>
<th>Attorney 1</th>
<th>Step 7</th>
<th>Step 8</th>
<th>Step 9</th>
<th>Step 10</th>
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</tbody>
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<td>6,628.68</td>
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<td>Current – 7WE</td>
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<td>8,555.56</td>
<td>9,076.62</td>
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2. On-Call Compensation (Article VIII, 8.9): Any APDs on-call for the week shall be compensated $300 to be on call for the week in addition to his or her regular salary.

3. Minimum Wages and Benefits:
The terms of this Labor Agreement are intended to cover only minimum of wage and employee benefits. The Employer may provide higher wages and other benefits.
BEFORE THE BOARD OF COUNTY COMMISSIONERS
OF SPOKANE COUNTY, WASHINGTON

IN THE MATTER AUTHORIZING THE EXECUTION OF A COLLECTIVE BARGAINING AGREEMENT WITH LOCAL TEAMSTERS 690 PUBLIC DEFENDERS

[January 1, 2015 - December 31, 2017]

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 bargaining units with regard to wages, hours and working conditions; and

WHEREAS, the Human Resource Department submitted a proposal to Local Teamsters 690 Public Defenders, regarding wages, hours and working conditions for the time frame from January 1, 2015 through December 31, 2017, 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, with Local Teamsters 690 Public Defenders does authorize the COLA and increased Continuing Legal Education (CLE) from $350 to $400 per year as specified in Appendix “A”.

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”.

Page 1 of 2
PASSED AND ADOPTED this 8th day of December, 2015.

BOARD OF COUNTY COMMISSIONERS
OF SPOKANE COUNTY, WASHINGTON

TODD MIELKE, CHAIR

SHELLY O'QUINN, VICE-CHAIR

ATTEST:

Ginna Vasquez, Clerk of the Board

AL FRENCH, COMMISSIONER
Compliments of
Teamsters Local Union No. 690
Executive Board

Val Holstrom, Secretary-Treasurer
Matt Tanner, President
Carol Stone, Vice-President
Rick Lopez, Recording Secretary
Mike Robinson, Trustee
Matt Sturgell, Trustee
Taj Wilkerson, Trustee