

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 ) **RESOLUTION**  
PUBLIC DEFENDERS )  
[January 1, 2019 -December 31, 2021] )

**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, 2019 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, 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".

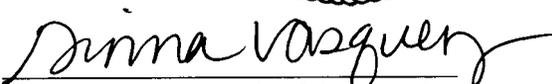
PASSED AND ADOPTED this 17th day of December 2019.



BOARD OF COUNTY COMMISSIONERS  
OF SPOKANE COUNTY, WASHINGTON

  
MARY L. KUNEY, CHAIR

ATTEST:

  
Ginna Vasquez, Clerk of the Board

  
JOSH KERNS, VICE-CHAIR

  
AL FRENCH, COMMISSIONER

LABOR AGREEMENT  
BETWEEN  
SPOKANE COUNTY,  
SPOKANE COUNTY PUBLIC DEFENDER,  
AND  
TEAMSTERS LOCAL UNION NO. 690

January 1, 2019  
Through  
December 31, 2021





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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 Supervisors 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 Supervisors, 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 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 required to be a member or represented by the Union.
- 3.2 Notification:** When the Employer hires a new employee recognized as a position covered 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. Per statute, Union representatives shall be given thirty minutes paid time with each new employee to discuss union membership. This normally will take place during new employee orientation.
- 3.3 Dues Cancellation:** An employee may cancel payroll deduction of 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.
- 3.4 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. The Employer shall promptly notify the Union in writing of any claim, demands, suit or other form of liability asserted against it relating to its implementation of this article.
- 3.5 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 31<sup>st</sup>. 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.

#### **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 975 hours of paid time as an APD in Spokane County and serves at the sole discretion of the Public Defender. Promotional period will be 975 hours of paid time as an APD.

**4.1.5 Extra Help:** Works to cover special needs, peak or emergency workloads, necessary vacation relief. 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 workforce.

**4.1.6 Unit Supervisors:** 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, or felony department of the Spokane County Public Defender. Unit Supervisors will have a reduced case load in order to accomplish Unit Supervisor duties. Management retains the discretion to determine an appropriate number of Unit Supervisors consistent with WSBA standards. Such positions shall be allocated to 50% caseload and 50% lead/supervisory duties. Supervisor positions shall be for twenty-four months which may be extended by an additional twelve months by mutual agreement.

## **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 positing of such notices to its bulletin board space 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, emails 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 individual offices.

**5.2.3** Attend negotiation meetings with the Employer on paid time, provided that no more than four (4) APD's 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 work place.

**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 member's 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.

**5.4.1** Example of functions is as follows:

**5.4.1.1** Union Conventions;

**5.4.1.2** Teamsters Executive Board Meetings/Training

**5.4.1.3** 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

- 5.6 Information Requests:** The Employer agrees to provide the Union, upon written request, access to materials and information necessary for the Union to fulfill its statutory responsibility to administer this Agreement. When the Union submits a request for information that the Employer believes is unclear or unreasonable, or which requires the creation or compilation of a report, the Employer will contact the Union staff representative and the parties will discuss the relevance, and possible costs associated with the request.

## ARTICLE VI – UNION/MANGEMENT 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:** 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;
  - 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. Establish work schedules and starting times;
  - G. Establish work performance standards, which include, but are not limited to, the priority, quality and quantity of work;

- H. Establish, allocate, reallocate or abolish positions, and determine the skills and abilities necessary to perform the duties of such positions;
- I. Select, hire, assign, reassign, evaluate, retain, promote, transfer, and temporarily or permanently lay off employees, in accordance with this agreement and supplemental agreements;
- J. Determine, prioritize and assign work to be performed;
- K. Determine the need for and the method of scheduling, assigning, authorizing and approving overtime;
- L. Determine training needs and methods of training;
- M. Suspend, demote and/or take other disciplinary actions.

**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 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 as needed by mutual agreement. Meeting agendas will be prepared and submitted in advance of each meeting by both parties. Labor Management meetings may be called by either party. It is mutually agreed that the Public Defender and Teamsters Local Union No. 690 shall work together, individually and collectively, to provide 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/Resources:** 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. Certain resources will be available in print form to APD's who request them.

## **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. Notification of being out of the office should start with the Unit Supervisor; if no response, then the front desk should be notified. An abuse of this provision will be addressed by the Management with the attorney, and progressive discipline may be imposed. Staff must use TimeSoft or other applicable software as directed to record absences.

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 APO 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).

## **ARTICLE VIII – SALARY / COMPENSATION**

### **8.1 Salary Schedule:**

- For 2019, wages will be adjusted upwards by 4% effective July 19, 2019
- For 2020, wages will be adjusted upwards by 2% effective January 1, 2020
- For 2021, wages will be open for negotiations by the Parties commencing in the Fall of 2020 by mutual agreement.

- 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:** Effective July 1, 2019, 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:

<u>Continuous Service</u>	<u>Monthly Rate</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

- 8.5 Continuing Legal Education:** For 2019, Employer shall provide a maximum of \$500.00 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. Effective January 1, 2020, the Employer shall provide a maximum of \$500 annually with a payment of \$250 in January and \$250 payment in July to those PD on payroll on those dates. CLE time will be a total of fifteen (15) days for the term of the contract (2019-2021) to be used by APD. Additional CLE time may be granted by the Public Defender of the Chief Deputy. Such decisions are not grievable. For Department sponsored and endorsed seminars, conferences, training, etc., the Department will pay registration and associated costs with no time counted against the cumulative fifteen (15) day total. If not endorsed, the employee will be responsible for all costs and the time will be counted against the total allotted.
- 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 Supervisors. 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 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 APO 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.

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

**8.10 Unit Supervisor Pay:** Any APD who is not a senior attorney, while assigned to a Unit Supervisor position, shall be paid approximately 5.12% above their regular salary, for performing those Unit Supervisor duties.

**8.11 Methods of Salary and Wage Payment:** Two methods of payment of salary and wages will be offered.

1) All new hired employees after January 12, 2019 will be paid by 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 advances 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:

The first paycheck of a new hire for a permanent position;

The last paycheck coinciding with or following separation from employment;

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.

**8.12 Step Increase Process:**

**CONVERSION PROPOSAL  
13 STEP PAY PLAN**

**1. Beginning July 19, 2019:**

- a) 13 step range will remain in place.
- b) New hires: first step increase after hire (at 975 hours/6 months) will be approximately 2.56%; subsequent step increases will be approximately 5.12%
- c) Regular employees: scheduled step increases will be approximately 5.12%

**Examples:**

<p><b>Employee A: (new hire)</b> 2/1/18 – hired at step 1 8/1/19 – annual step increase, to step 2 (2.56%) (annual step increases – 6,8,10, 12) 8/1/24 – final step increase from step 12 to step 13, increase of 2.56%</p>	<p><b>Employee D: (current employee, hired 2/1/16)</b> 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>
<p><b>Employee B: (new hire)</b> 8/1/18 – hired at step 1 2/1/19 – 1<sup>st</sup> 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>	<p><b>Employee E: (current employee, hired 2/1/15)</b> 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) 8/1/22 – final step increase from step 11 to 13, increase of 5.12%</p>
<p><b>Employee C: (new hire in 2019)</b> 1/1/19 – hired at step 1 7/1/19 – 1<sup>st</sup> 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%</p>	

- 2. This method minimizes the potential of “leap frogging” pay rates.
- 3. No employee shall suffer a loss or reduction in base pay.
- 4. 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.
- 5. This pay step system will apply only to employees currently on the 13-step system.

## 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 **Sick Leave**

10.1.1 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.

**10.1.2 Sick leave may be taken for the following reasons:**

- Injury or illness of the employee. The total amount of sick leave accumulated by the employee may be taken, if required.
- Injury, illness or death of a member of the immediate family requiring the presence of the employee.
- Any employee who for any reason must take sick leave shall as soon as possible notify his/her immediate supervisor or department/division 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.
- Under no circumstances will sick leave be taken instead of annual leave.
- Employees accrue and may use sick leave during their review period.

**10.1.3 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 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.

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

**10.1.5 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.

**10.1.6** 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.

**10.1.7** 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.

**10.1.8** 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/electronic 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, so long as such notice does not interfere with an employee's lawful use of paid sick leave.

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.

**10.1.9** 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).

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

**10.1.10.1** 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.

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

**10.1.12** 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.

## **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.

**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 Immediate Family:** 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 Domestic Partner, parent, step-parent, child (biological, adopted, step or foster) regardless of age or dependency status, sibling, grandparent, grandchild, father-in-law, mother-in-law, brother-in-law, sister-in-law, daughter-in-law, son-in-law or a more distant relative if living as a member of the employee's immediate family.

**10.4 Bereavement Leave:** 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 in the case of a spouse or a child is allowed 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.

## **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 purpose 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 APO 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 APP 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.

**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 APO 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, annual leave during such period.

## **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).

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

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:

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

**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:

<b>(HMO) Group Health Plan</b>	<b>(PPO) Self-Insured Plan</b>
\$200 Deductible	\$500 Deductible
90% Coinsurance	80% / 60% Coinsurance
\$30 Office Visit Co-Pay	\$30 Office Visit Co-Pay
\$1,000 Coinsurance Max+ Deductible	\$2,000 Coinsurance Max+ Deductible
\$15 / \$30 / \$50 Rx Retail 2 x Rx Mail Order Mandatory Generics	\$15/ \$30 / \$50 Rx Retail 2.5 x Rx Mail Order Mandatory Generics
\$150 ER Co-Pay	\$150 ER Co-Pay
\$150 Vision Hardware Every 24 Months	Covered in Full Up to \$300 Calendar Year Maximum

**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.

**13.3 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.

**13.3.2** 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.

**13.3.3** No double coverage for medical and dental.

**13.4 Life Insurance:** Effective August 1, 2019, 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 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 subject 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.

**13.7 Paid Family & Medical Leave – Senate Bill 5975:** Effective August 1, 2019, Employees covered under this agreement will pay the appropriate portion of the

premium for coverage under this leave act. The premium is 0.4% of gross monthly wages with approximately 63% paid by the employee and 37% paid by the employees.

## **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)

Other forms of disciplinary actions not listed above may be mutually agreed to by authorized representatives of the Union and the County.

**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. A written reprimand 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 a 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 acts 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 another 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.

#### **14.4 Removal of Documents**

**14.4.1** 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 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.

**14.4.2** Written reprimands will be removed from an employee's personnel file after two (2) years from the date the employee received the disciplinary action, if:

There has been no subsequent discipline of a similar or like nature; and

The employee submits a written request for its removal.

**14.4.3** Records of disciplinary actions involving reductions-in-pay, suspensions, or demotions, will be automatically removed after five (5) years from the date the employee received the disciplinary action.

## **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. Grievances will be submitted to the Employee's 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.

**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 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 N Division #200, Spokane, 99207

**16.4.2 Employer:** Spokane County Human Resources Department, N. 824 Adams,  
Spokane, WA 99260

#### **ARTICLE XVII - PURGING OF PERSONNEL FILES**

Former APDs may request destruction of personnel files pursuant to the Records Retention Act, RCW40.14.

#### **ARTICLE XVIII - LOCKOUTS AND STRIKES**

**18.1 Lockouts:** No lockouts of APOs 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 XIX - 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, 2019 and shall expire on December 31, 2021.

IN WITNESS HEREOF, the parties hereto have set their hand this 17 day of December, 2019.

**FOR Teamsters Local Union No 690**



Val Holstrom, Secretary-Treasurer



Joe Kuhn, Business Representative

**FOR THE EMPLOYER**



Mary Kuey, Chairperson



Josh Kerns, Commissioner

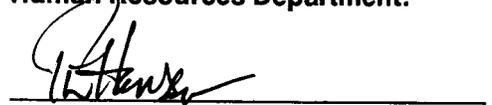


Al French, Commissioner



Tom Krzyminski, Public Defender

**Human Resources Department:**



Timothy Hansen, Director



Randy Withrow, HR Manager

Chief Negotiator

**APPENDIX A – SALARY SCHEDULE  
APPENDIX “A”**

**CLASSIFICATION AND WAGE RATES**

**1. Classifications and Wage Rates**

**2019 – Salary Range Adjustments**

Attorney 1				Step 7	Step 8	Step 9	Step 10
Current- 50K				29.2559	30.0049	30.7538	31.5412
	Step 11	Step 12	Step 13				
	32.3285	33.1563	33.9841				

Attorney 2	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7
Current- 7DE	35.6351	36.5474	37.4598	38.4190	39.3781	40.3865	41.3947
	Step 8	Step 9	Step 10	Step 11	Step 12	Step 13	
	42.4545	43.5142	44.6283	45.7424	46.9136	48.0847	

Sr Attorney	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7
Current- 7WE	43.0818	44.1849	45.2879	46.4474	47.6069	48.8258	50.0447
	Step 8	Step 9	Step 10	Step 11	Step 12	Step 13	
	51.3260	52.6073	53.9542	55.3010	56.7169	58.1328	

- 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.