WORKING AGREEMENT

BETWEEN

SPOKANE COUNTY

and

INTERNATIONAL UNION OF OPERATING ENGINEERS

January 1, 2014

Through

December 31, 2016
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PREAMBLE

This agreement is made and entered into between the Board of County Commissioners, Spokane County, hereinafter referred to as the Employer and the International Union of Operating Engineers, Local #280, hereinafter referred to as the Union.

The purpose of this Agreement is to make and maintain harmonious relationships and to work in cooperation for the best interest of both parties.

ARTICLE 1 – UNION RECOGNITION

The Employer hereby recognizes the Union as the sole and exclusive bargaining representative for all Facilities Maintenance Department classifications listed in Appendix A of this Agreement.

ARTICLE 2 NON DISCRIMINATION

It is mutually agreed between the Employer and the Union that there shall be no discrimination against any employee because of race, color, creed, national origin, religion, marital status, sex, age, or Vietnam-era veteran status or disability unless one of the foregoing factors constitutes a bona fide occupational qualification.

In the event discrimination issues arise, they will be handled under the proper agency and not subject to the grievance procedure.

ARTICLE 3 - UNION SECURITY

A. The Employer will recognize the Union as the sole collective bargaining representative in regard to rates of pay, hours of work, conditions and security of employment of those employees within the bargaining unit.

B. For the duration of this Agreement, as a term and condition of his or her employment, all employees of the Employer who come under the provisions of this Agreement will be required to become and remain members of the Union in good dues standing within 31 days after date of hire. The Union agrees that it will not arbitrarily or without just cause revoke an employee’s good dues standing in the Union.

C. If the Union notifies the Employee in writing that an employee is not in good dues standing in the Union and such employee fails to pay or tender the dues required to place him or her in good standing within five (5) days after the Employee receives the notice, the Employer will discharge said employee. The Union agrees to hold the Employer harmless for any and all actions that may be brought the Employer for enforcing the provisions of this Article.

D. The Employer will furnish, monthly to the Union, the names of all new employees hired in the bargaining unit, mailing address, and the date of hiring and likewise the names, and termination date of all persons in the bargaining unit leaving the employ of the Employer.
E. The Employer will deduct IUOE dues monthly from the employee's pay upon written authorization from the individual employee and will be transmitted monthly to the Richland office of Local #280.

F. The Employer will recognize that the Union monitors this Agreement through the shop stewards. The Employer further recognizes that employees participate in Union committees and other similar activities from time to time. Union, shop stewards, and employees must seek approval before participating in union activities during work hours. The Employer will not discriminate against employees for these kinds of participation provided that they do not conflict with or detract from the employee's job or those jobs of other employees of the Employer and that they do not violate the policies, rules or regulations of the Employer. The Employer will make a good faith effort to schedule the shop steward off who wishes to participate in negotiations.

ARTICLE 4 - HOURS OF WORK

4.1 The normal work week schedule shall be forty (40) hours consisting of either five (5) consecutive eight hour days of work with minimum two (2) days rest or four (4) consecutive ten (10) hour days of work with two (2) days of rest. Hours of work shall be consecutive except for scheduled lunch and rest breaks.

Boiler operators will be provided a thirty (30) minute paid lunch and other Local 280 members will be provided a 30 minute unpaid lunch. Two (2) fifteen (15) minute rest periods will be provided during the eight (8) or ten (10) hour shift.

Employees must seek prior approval if they desire to work through a rest or meal break.

The hours for these shifts are as follows:
- Eight (8) hour shift 7:30 a.m. – 4:00 p.m.
- Ten (10) hour shift 7:00 a.m. – 5:30 p.m.
- Boiler Classification
  - Weekend 7:00 a.m – 3:00 p.m
  - 3:00 p.m – 11:00 p.m
  - 11:00 p.m. – 7:00 a.m.

4.2 Nothing in 4.1 above shall be construed as prohibiting the County from establishing a workweek other than specified in 4.1 above, including start times or from determining the number of five (5) day or four (4) day per week shifts.
ARTICLE 5 - SHIFT CHANGE

5.1 Changes in Work Schedules - It is agreed when such shift changes are necessary for the completion of work requirements that five (5) working days' notice will be given to affected employees except in the case of an emergency and/or unplanned employee (boiler) absence.

ARTICLE 6 - WAGES

6.1 Employees shall be compensated in accordance with the Salary Range Table attached to this Agreement and marked Appendix A.-- Employees will not receive a COLA, For 2014, January 1, 2014- 0 % increase

"Parity/Me Too" Clause: During the three year term of this labor agreement, if changes to Article 15 - Wage or Article 11 Insurance Benefits contained in the Master Contract is granted by Spokane County s, the following will apply:

- Interest arbitration groups are specifically excluded as a comparison bargaining unit and this "Parity/Me Too" clause;
- Local 280 members will receive the same change effective the same date as when the change is effective in the Master Contract Local 280 members have to be on the payroll on the effective date of any change to receive the change. For example, if a Local 280 member's employment is severed prior to the change being effective, this employee is not eligible for the change; and
- If the other Master Contract unions receiving the change provided a trade-off or concession in exchange for the change, Local 280 will have to match the trade-off or concession to receive the benefits of the change.

6.1.2 Lag/Real Pay: A one-time delay in one week's compensation will be implemented as recommended by the County Auditor and Department of Retirement Systems. A one-time delay in compensation will be implemented as recommended by the County Auditor and Department of Retirement Systems (DRS) to come into compliance with DRS rules and regulations.

6.1.3 Step Increase Process:
Wage Table will have Steps between 1 through 13. For an employee to receive a scheduled step increase (see Appendix "A"), the employee would need all successful ratings or above to get a step increase. The differential between steps is 2.56%.

6.1.4 Employees agree to direct deposit.
6.2 Overtime-Call Back

6.2.1 All hours beyond the regular workday or the regular workweek shall be overtime and shall be paid at the rate of time and one-half (1½) the regular rate of pay.

6.2.2 Upon the mutual agreement of the employee and the employer, overtime work may be compensated by compensatory time off at time and one-half (1½). Compensatory time off shall be used within six (6) months of the time it was earned.

6.2.3 If compensatory time off has not been taken off within six (6) months it shall be paid at the rate of time and one-half rate (1 ½) the regular rate of pay. No employee shall have more than forty (40) hours of compensatory time on the books. Compensatory time may be taken at times mutually agreeable to the employer and the employee. Compensatory time in the books at the time of separation from service shall be paid at the time and one-half rate.

6.2.4 An employee called back after his regular shift or on his day off shall be paid a minimum of four (4) hours pay at the straight time rate of pay (day off) or time and one-half (1½) the regular rate of pay for all hours worked. Call back shall be for the specific work the employee is called in for, or any other emergency work. Fractional time between shifts of more than fifteen (15) minutes shall be considered as overtime.

6.2.5 The four (4) hour minimum call back shall not apply for attendance at mandatory training classes, seminars, etc., conducted outside normal work hours. This attendance shall be paid at time and one half (1½) the employee’s regular straight time rate of pay for the time actually spent in the training and/or mandatory meetings.

6.3 Shift Differential

In addition to the established wage rates, the employer shall pay an hourly premium of forty ($.40) cents to the employees for all hours worked on a regular scheduled swing shift (3:00 p.m. -11:00 p.m.). For all hours worked on a regular scheduled grave-yard shift (11:00 p.m. to 7:00 a.m.), the employer shall pay an hourly premium of fifty ($0.50) cents per hour.
6.4 Longevity

Effective January 1, 2014 a monthly longevity bonus will be paid, in addition to his/her regular rate of pay, if the employee has continuous service from time of appointment to regular full time employment payment will be calculated as follows:

<table>
<thead>
<tr>
<th>Continuous Service</th>
<th>Monthly Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td>Over 7 years</td>
<td>$40.00</td>
</tr>
<tr>
<td>Over 10 years</td>
<td>$75.00</td>
</tr>
<tr>
<td>Over 15 years</td>
<td>$100.00</td>
</tr>
<tr>
<td>Over 20 years</td>
<td>$150.00</td>
</tr>
<tr>
<td>Over 25 years</td>
<td>$200.00</td>
</tr>
</tbody>
</table>

The longevity date is established as the first of the month for all employees hired on the fifteenth (15th) of the month or before: as the first (1st) of the following month for all employees hired after the fifteenth (15th) of the month.

6.5 Probationary

The first 2080 hours of actual hours worked shall be deemed a probationary period, during the 2080 hours of actual hours worked an employee may be transferred/laid off/or terminated at the discretion of the employer. Following the completion of the 2080 hours of actual hours worked, the employee shall have his/her seniority reinstated to the date of hire.

6.6 New Position

6.6.1 When a position not listed on the Wage Schedule (Appendix A) is established, the County shall designate a job classification and pay rate for the position. Upon notification by the Personnel Department to the Union’s Business Representative the Employer and the Union shall have fourteen (14) calendar days to negotiate a change in the wage rate.

6.6.1 (a) For classifications/positions that are challenging to fill, County may advance the PTO allowance in section 9.4.2 for a new hire.

6.6.2 In the event the parties are still in disagreement, the Union shall have the right to submit the issue as a grievance at Step 3 of the Grievance Procedure. In the event the arbitrator's decision results in a different wage rate, such change shall be retroactive to the date that the position is filled. Time limits may be extended by mutual agreement.
6.7 License Premium

In addition to the wages provided for in Appendix “A”, employees shall be eligible for additional compensation for possessing and maintaining certain licenses. These licenses are required to perform certain parts of the job and are encourage by management. For a license to be considered for wage premium, the employee must have the license approved by Facilities management and be one of the licenses listed below. Management will approve licenses based on the needs of the department and county. Once a license is approved, it must be maintained by the employee. Management will also pay the license registration fee.

Wage Premium

2% premium in addition to the base salary listed in appendix “A” for accumulating 4 points for approved licenses listed below.

4% premium in addition to the base salary listed in appendix “A” for accumulating 6 points for approved licenses listed below.

6% premium in addition to the base salary listed in appendix “A” for accumulating 8 points for approved licenses listed below.

Eligible Licenses

<table>
<thead>
<tr>
<th>1. Master Electrical License</th>
<th>Points</th>
</tr>
</thead>
<tbody>
<tr>
<td>2. Journeyman Electrical License</td>
<td>2</td>
</tr>
<tr>
<td>3. First class Stationary Engineers license</td>
<td>3</td>
</tr>
<tr>
<td>4. Second class Stationary Engineers license</td>
<td>2</td>
</tr>
<tr>
<td>5. Third class Stationary Engineers license</td>
<td>1</td>
</tr>
<tr>
<td>6. Master Plumbers license</td>
<td>2</td>
</tr>
<tr>
<td>7. Journeyman Plumbers license</td>
<td>2</td>
</tr>
<tr>
<td>8. Industrial gas license</td>
<td>2</td>
</tr>
<tr>
<td>9. Residential gas license</td>
<td>1</td>
</tr>
<tr>
<td>10. Non-residential Maintenance Electrical license</td>
<td>1</td>
</tr>
<tr>
<td>11. Refrigeration transition and recovery cert</td>
<td></td>
</tr>
<tr>
<td>a. Universal</td>
<td>2</td>
</tr>
<tr>
<td>b. Other</td>
<td>1</td>
</tr>
<tr>
<td>12. Fire Alarm Technician</td>
<td>2</td>
</tr>
<tr>
<td>13. HVAC/R Electrician</td>
<td>1</td>
</tr>
<tr>
<td>14. Elevator license</td>
<td>3</td>
</tr>
</tbody>
</table>
ARTICLE 7 - OUT OF CLASSIFICATION PAY

If an employee is assigned to work in a higher classification and does such work for more than one-half (½) day, he/she shall receive the higher rate for all such time worked.

ARTICLE 8 - HOLIDAYS

8.1 The following days shall be observed as holidays:

New Year's Day  January 1
Martin Luther King Jr. Birthday  Second Monday in January,
President's Day  Third Monday in February
Memorial Day  Last Monday of May
Fourth of July  July 4
Labor Day  First Monday in September
Veteran's Day  November 11
Thanksgiving Day  Fourth Thurs. in November
Day after Thanksgiving  Fourth Friday in November
Christmas Day  December 25

8.2 In the event that the President of the United States declares a federal holiday, the full-time employees shall be entitled to an additional day to be taken either on the federal holiday or within ninety (90) calendar days of the declared holiday after consultation with the employee's supervisor.

8.3 For employees working a Monday through Friday shift if a holiday falls on a Saturday it shall be observed the previous Friday and a holiday falling on a Sunday shall be observed the following Monday. For employees on other shifts (boiler Operators), if a holiday falls on a Saturday or Sunday it shall be observed on that day.

8.4 In the event that a holiday should fall on an employee's day off, he shall be given another day off. There shall be no reduction in pay for any of the above days.

8.5 Notwithstanding the provisions of 8.3 above, if a holiday falls on the scheduled day off for a Boiler Maintenance Specialist they shall receive a day's pay rather than another day off.

8.6 Any time worked on a holiday in excess of the employee's regularly scheduled shift on a holiday shall be paid double time.

8.7 Any hours worked on a holiday, except for a boiler operator, shall be paid at one and one-half (1 ½) the employees regular rate of pay plus the eight (8) hours of holiday pay.
ARTICLE 9 — PAID TIME OFF (PTO)

9.1 PTO Uses

PTO may be used for any approved absence. A supervisor must approve scheduled or unscheduled absences before PTO can be utilized.

9.2 Requesting PTO Time

9.2.1 New hires can use PTO after ninety (90) calendar days of employment.

9.2.2 PTO time can be taken in no less than ¼ hour increments.

9.2.3 Scheduled PTO (for example: medical appointments, trips, family functions, recreational activities) require prior written approval. Scheduled absence requests should be submitted for approval three (3) weeks prior to absence. Approvals for scheduled absences are at the supervisors discretion based on the business needs of the department but will not be unreasonably withheld.

9.2.3.1 Annual leave shall normally be granted at the time requested by the employee. If the nature of the work makes it necessary to limit the number of employees on PTO at the same time, the employee with the most seniority shall be given his/her choice of PTO leave period. In the event of any conflict over PTO leave periods, however, a senior employee shall not be allowed to take more than twenty (20) days’ PTO leave during such period.

9.2.3.2 An employee whose scheduled PTO is canceled by the County due to unusual workload requirements will be given priority in rescheduling their PTO time.

9.2.3.3 The County shall post an employee's accrued PTO on a monthly basis.

9.2.4 Unscheduled PTO (for example: emergencies or calling in before shift with illness/injury), approval must be requested as soon as possible but no later than fifteen (15) minutes after the start of your shift.

9.3 Unauthorized absences include two types

a. Excessive Use: Unauthorized absence is when PTO and CAT accounts are depleted (CAT account considered depleted for this unauthorized absence if CAT account is not accessible because of short absence) or after four (4) unscheduled PTO absences/occurrence (fifth occurrence not number of days) in the prior 12 months. For these types of unauthorized absences, the supervisor will follow progressive discipline (counseling, oral reprimand, written reprimand, suspension, termination).

b. Abandonment: Unauthorized absence is when employee fails to notify supervisor of an absence (for example: leaving work during assigned shift without
notice/approval, failure to report to work without notice/approval, failure to follow-up/update supervisor of ongoing absence). These types of unauthorized absences are considered an abandonment of one’s job and justify severe discipline (suspension/termination).

9.4 Accrual Rates

9.4.1 Any gaps in service will be treated as follows; if rehired/recalled within 18 months after a layoff CAT account balance will be reinstated. For calculation of years of service for PTO accruals, years of service will be bridged with prior service after a rehire/recall from layoff if within 18 months. All time in an unpaid status will reduce years of service. If separation from County is not as a result of layoff, the above treatment for gaps in service will only apply if rehired within thirty (30) calendar days of separation.

Accrual rates are based on the following:
   b. 60 hours (for 7.5 hour shift) / 64 hours (for 8 hour shift) of sick leave per year.
   c. One personal holiday (7.5 / 8.0 hours) or as designated in the current bargaining contract.
   d. A day (7.5 / 8.0 hours) designated as a one-time holiday by the Governor of the State of Washington or the President of the United States will be added to the PTO balance and used in accordance of the PTO policies. The one-time holiday is not used in calculating the maximum accrual rate.

9.4.2 Accrual of hours will be after the 16th of the month at the following:

<table>
<thead>
<tr>
<th>Years of Service</th>
<th>8.0 Hour Rate Hours Per Month</th>
<th>8.0 Hour Rate Max Hours Accrued Under PTO</th>
</tr>
</thead>
<tbody>
<tr>
<td>Less than 5</td>
<td>14.000</td>
<td>336.00</td>
</tr>
<tr>
<td>5 years but less than 10 years</td>
<td>16.000</td>
<td>384.00</td>
</tr>
<tr>
<td>10 years but less than 15</td>
<td>18.000</td>
<td>432.00</td>
</tr>
<tr>
<td>15 years but less than 20</td>
<td>20.000</td>
<td>480.00</td>
</tr>
<tr>
<td>20 years but less than 25</td>
<td>22.000</td>
<td>528.00</td>
</tr>
<tr>
<td>25 years or more</td>
<td>24.000</td>
<td>576.00</td>
</tr>
</tbody>
</table>

9.4.3 Newly hired employees will start to earn PTO time at the rate of fourteen (14) hours per month as of the 1st of the month nearest their date of hire. Employees
hired on or before the 15th of the month shall receive credit for the full month. Employees hired after the 15th of the month shall not receive credit for that month. Employees separating from service after the 15th of the month will receive credit for the full month.

9.4.4 Employees must be in a paid status for more than one-half (½) of their scheduled work days during the month to earn credit for PTO time.

9.4.5 Employees working percentage time will accrue PTO time on a pro-rated basis.

9.5 Cap/Maximum Accrual

9.5.1 PTO account balance cannot exceed two (2) times the annual accrual rate.

9.5.2 If the cap is exceeded and no leave is used or cashed out (see section 9.7 Annual PTO Cash Out/Incentives), leave will not be accrued for that month.

9.6 CAT (Catastrophic) Account

9.6.1 The CAT account is the remainder of the sick leave account after conversion to PTO.

9.6.2 CAT accounts may be used when an employee, spouse, children (biological, adopted, foster, step, legal ward or legal dependent), parent, grandparent, parent in law, or legal dependents in the employees household and dependent upon the employee for support incurs an illness, injury, or disability which renders such employee unable to perform the duties of their employment for longer than three (3) working days per condition. Employee is required to contact their immediate supervisor and Human Resources to apply for FMLA or other benefits/conditions (including the CAT account) that may apply as a result of illness, injury or disability. Spokane County Risk Management and/or HR may require a release to return to work for employee medical absences.

9.6.3 Employees must first use a minimum of five (5) working days of PTO per condition before accessing their CAT account.

9.6.4 Employees who are eligible to access and have a balance in their CAT account, will have the option of using CAT hours in lieu of PTO hours, once the five (5) working day minimum is met.

9.6.5 CAT account is non-renewable and will be established at conversion only. Additional hours cannot be added. Once the CAT account is exhausted, it cannot be utilized again.

9.7 Annual PTO Cash Out/Incentives

9.7.1 Employees must have five (5) years of continuous service in a benefited position with Spokane County prior to their request for cash out.
9.7.2 Employees will have the option once per calendar year to cash out hours in their PTO bank above the required minimum balance of one hundred-sixty (160) hours.

9.7.3 Cash out can only occur between May 1st and September 15th each year.

9.7.4 Employees may cash out up to forty (40) hours per calendar year in ¼ hour increments.

9.7.5 Employees must take forty (40) hours of PTO within the twelve (12) calendar months prior to request for cash out.

9.7.6 Employees may select their cash out in one of the two following methods:
   a. Additional cash included in their paycheck.
   b. Direct payment to their 457 Deferred Compensation Account. The employee must be currently enrolled in a Spokane County sponsored deferred compensation program. Forms are required to make a one-time contribution; contact Human Resources for the necessary paperwork.

9.7.7 Requests to cash out must be submitted in writing using Human Resources approved form by the 1st of the month for payment on the 15th payroll. Because accruals occur at the end of each month, absolutely no cash outs will be made on the last payroll of the month.

9.8 Separation from Service

9.8.1 Upon separation from service for any reason, employees will be cashed out at 100% of their PTO balance.

9.8.2 Upon separation from service for any reason, only employees fifty-five (55) years of age or older with fifteen (15) years or more of continuous service with Spokane County will be cashed out at twenty-five (25%) percent of their CAT balance to a VEBA.

9.9 Conversion From PTO to Sick Leave/Vacation Leave/Personal Holiday Schedule:

9.9.1 Conversion From Current Plan to PTO:

9.9.1.1 Vacation hours will be converted hour for hour.

9.9.1.2 Sick leave from an employee’s current balance will be credited up to 60 hours (for 7.5 hour shift) / 64 hours (for 8 hour shift) in the PTO bank. Remaining sick leave hours will be placed in a catastrophic (CAT) account.

9.9.1.3 If the combination of vacation, personal days and 60/64 hours of sick leave exceeds the PTO cap, excess PTO will be cashed out down to the cap.

9.9.2 Conversion back to the sick leave/vacation leave/personal holiday schedule will occur as follows:
a. The balance of the CAT account will be converted to sick leave. If the CAT account is zero, then the employee will start with a zero sick leave balance.
b. All PTO hours will be converted to vacation.
c. Personal Holiday hours will be added at the beginning of the next calendar year.

9.10 Other Benefits/Programs

1) Employees on the PTO Plan are not eligible to receive or donate time to Shared Leave.

2) Short Term Disability (STD):
   a. Employees must use all of the PTO / CAT balances prior to receiving STD.
   b. Only employees on PTO are eligible for the STD plan.
   c. STD has a benefit waiting period of sixty (60) calendar days from the date of the disability. STD benefits end when Long Term Disability (LTD) begins.
   d. STD will pay 60% of an employee’s basic monthly gross earnings in effect at the time they became disabled, and provide a monthly STD income payment. Payroll related taxes and other benefit contributions (i.e. medical, dental, life insurance, retirement) are not deducted from the monthly STD income payment; however, such payments may be considered taxable income by the IRS. (Consult your tax advisor)
   e. For complete STD plan information and requirements, contact Human Resources.

3) Long Term Disability (LTD):
   a. Employees must use all of the PTO / CAT balances prior to receiving LTD.
   b. Only employees on PTO are eligible for the LTD plan.
   c. LTD has a benefit waiting period of one hundred–eighty (180) calendar days from the date of the disability.
   d. LTD will pay sixty percent (60%) of an employee’s basic monthly gross earning in effect at the time they became disabled, and provide a monthly LTD income payment. Payroll related taxes and other benefit contributions (i.e. medical, dental, life insurance, retirement) are not deducted from the monthly LTD income payment; however, such payments may be considered taxable income by the IRS. (Consult your tax advisor)
   e. For complete LTD plan information and requirements, contact Human Resources.

4) Labor and Industries (L & I) Leaves:
   a. Employees will have the option of using CAT, PTO or leave without pay for approved L & I leaves.
   b. Employees must first use CAT time if it is available. PTO and CAT hours are eligible for buy back in accordance with Workman’s Comp statutes
and County policy. If no CAT hours are available, PTO time or leave without pay may be used.

c. Employees must authorize in writing of their desire to use PTO time as a buy-back option versus straight time-loss option.

d. Monthly income payment is determined by L & I. Contact the Risk Management Department for information and requirements.

5) Family and Medical Leave Act (FMLA):

a. Employees who have a covered illness that will require them to be absent for three (3) working days or longer per condition, are required to contact their immediate supervisor and Human Resources to apply for FMLA or other benefits/conditions (including the CAT account) that may apply as a result of their time off. Spokane County Risk Management and/or HR may require a release to return to work for employee medical absences.

ARTICLE 11 – INSURANCE BENEFITS

11.1 Medical/Dental/Life Insurance

11.1.1 Medical/Dental - The Employer agrees to provide two (2) medical plans; a Preferred Provider Plan (PPO) and a Health Maintenance Organization (HMO).

Effective January 1, 2014 through December 31, 2016 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>
</tr>
<tr>
<td>Full Family</td>
<td>10%</td>
</tr>
</tbody>
</table>

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

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.

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

No provision for retiree medical plan.
No double coverage for employees of Spokane County.

The major elements of the medical plans effective January 1, 2014 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</td>
</tr>
<tr>
<td>Every 24 months</td>
<td>Calendar Year Maximum</td>
</tr>
</tbody>
</table>

11.2 Life Insurance

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

11.3 Eligibility

11.3.1 New Hires must work 60 days to be eligible for benefits (medical and dental). The medical and dental eligibility will begin the first of the month following sixty (60) days of employment. (Exception: Seasonal rehires and rehires from lay-off entering service between the first (1st) and the fifteenth (15th) of the month will be eligible to receive insurance coverage beginning the first (1st) of the following month. Those entering service between the sixteenth (16th) to the end of the month will be eligible to receive insurance coverage beginning the first (1st) of the second month after hire.)
11.3.2 Employees separating from service between the first (1\textsuperscript{st}) and the fifteenth (15\textsuperscript{th}) of the month shall retain their coverage through the end of the month. Those employees separating between the sixteenth (16\textsuperscript{th}) and the end of the month shall retain their coverage through the end of the following month.

**ARTICLE 12 - LEAVES**

12.1 Unpaid Leave of Absence

Effects on Benefits - The date of an unpaid leave of absence shall have the same impact on vacation, sick leave, step date, longevity pay date and termination of insurance coverage, as does the date of separation from service. The date of return to work from an unpaid leave of absence shall have the same impact as does the date of hire. Employees on an unpaid leave of absence will be allowed to continue their insurance benefits up to six (6) months by personally paying all premiums in accordance with procedures established by the County Auditor.

12.2 Insurance Extension

Any employee eligible for PTO/CAT benefits, who is unable to resume the duties of his or her employment by the County because of proven illness or injury, shall for a period of six (6) months after exhaustion of said leave and annual leave benefits, continue to be provided the County contribution toward group insurance benefits. Employees can only utilize this benefit once and typically is granted when an employee is not expected to return to work due to health condition.

12.3 Union Activities

The employer agrees to grant shop stewards, or executive board officers, reasonable time off with pay, not to exceed a total of five (5) working days in any calendar year, to attend and represent the Operating Engineers Local #280 at conventions and seminars as approved by the Local Union.

(a) The Employer agrees that during working hours, on the Employer’s premises and without loss of pay, authorized Union representatives shall be allowed to consult with the Employer, his/her representative(s), Local Union officers, other authorized Union representatives 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 their appropriate elected official department head or designee who may deny the request pursuant to above, and agrees to carry out these activities at times which are the least disruptive to the work place, including avoiding adverse impacts to any department in which the Local Union Officers reside. The resolving of issues at the
“lowest possible level” means, in part, that the order of involving authorized Union representatives will occur in the following sequence: (1) the Shop Steward of the specific department having the issue will be called upon first to resolve the issue of the department; (2) the Staff Representative for the Local Union Council will be called upon secondarily to resolve the issue of the department; (3) if the matter cannot first be resolved by the Shop Steward or by the Staff Representative for the Local Union Council, then the Local Union Officer(s) may be called upon to help resolve the issue.

(b) To insure adequate staffing, no more than ten percent (10%) of the represented employees in a work unit will participate in a Union Activities at one time. A “work unit” shall be defined as a group of employees who answer to a common supervisor. If a work unit has less than ten (10) employees, only one individual will be allowed to attend.

12.4 Bereavement Leave

Bereavement Leave - entitles member up to three (3) days (7.5 or 8 hours per day to a maximum of 24 hours) off with pay, not chargeable to sick leave balance if member suffers a death of a spouse, State certified domestic partner, parent, children, brother, sister, grandparent, in-laws, and parents or siblings of State certified domestic partner, or a more distant relative if living as a member of the member's immediate household.

Two (2) additional days (7.5 or 8 hours per day to a maximum of 16 hours) may be authorized if travel time is needed for out-of-town funerals. To be considered out-of-town, the employee must travel outside Spokane County and not return home during the bereavement leave.

The three (3) days of 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 PTO.

12.5 In accordance with the provisions of RCW 49.12 and any other applicable State or Federal law, the Employer agrees to grant family leave. Employees shall use their accumulated PTO accrual while on family leave (see Article 9- Paid Time Off). The first five (5) days of each condition will be chargeable to the employee’s regular PTO balance. Employees who are eligible to access and have a balance in their CAT account, will have the option of using CAT hours in lieu of PTO hours, once the five (5) working day minimum is met. The employee on leave must notify their supervisor, manager, or Department Head of their intended return to work date, and maintain regular communication as to the status of their return. The County may require appropriate medical certification before an employee returns to work.
ARTICLE 13 - GRIEVANCE PROCEDURE

13.1 A Grievance shall be defined as any condition, action or lack of action, which the employee believes to be unjust resulting from alleged misinterpretation or misapplication of the provisions of this agreement.

13.2 Any grievances shall be settled in the following manner and the parties will abide by the time limits. Time limits may be extended by mutual agreement or presentation of a valid excuse. Should the employee or Union fail to comply with the prescribed time frames, excluding extenuating circumstances, it is agreed that the grievance is waived. Should the Employer fail to respond within the prescribed time frames, excluding extenuating circumstances, the grievant or Union shall have the right to proceed to the next step. In the event of extenuating circumstances that delay either party meeting the time frames, the parties will meet within 5 work days following the conclusion of the delay to proceed with the grievance process. Any grievance filed for termination shall begin at Step 3.

13.3

Step 1. The Employee and the immediate Supervisor shall meet and attempt to resolve the grievance within ten (10) working days from when the employee first had knowledge the grievance existed. If the grievance is not settled at Step 1, to the satisfaction of the grievant, the matter shall be addressed in Step 2, of the grievance procedure within two (2) working days.

Step 2. The grievance shall be submitted in writing to the Facilities Director on forms provided by the Union. The Employee, the Facilities Director and the Union Shop Steward shall meet eleven (11) working days after the verbal response from Step 1, if the matter is not settled at Step 2, to the employee’s satisfaction. Then the Facilities Director shall answer the employee’s grievance in writing within five (5) working days, with a copy to the Union. The parties shall then proceed to Step 3, of the grievance procedure, within five (5) working days.

Step 3. The Union shall reduce the grievance to writing and submit same to the Human Resource Director, the Human Resource Director and the Union’s Business Agent or his/her designee shall meet within thirty (30) days to endeavor to settle the grievance. The Human Resource Director or his/her designee shall respond within (10) working days of the meeting.

Step 4. Arbitration: If the grievance is still unsettled, either party may within thirty (30) working days after the reply of the Human Resource Director is due, by written notice to the other party, request arbitration.
1) Within seven (7) days from the date of the receipt of the arbitration request, the parties shall meet for the purpose of endeavoring to mutually agree on the selection of an arbitrator.

2) If the parties fail to select an arbitrator, the Washington State Public Employment Relations Commission shall be requested by either or both parties, to provide a panel of five (5) arbitrators who main office is located in the Pacific Northwest. Both the County and the Union shall have the right to strike one name from the panel. The process shall be repeated and the remaining name shall be the arbitrator for the grievance.

3) The decision of the arbitrator shall be final and binding on both the parties, and the arbitrator shall be requested to issue his decision within thirty (30) days after the conclusion of the testimony and argument. The arbitrator shall have no authority to amend, alter or modify this Agreement or its terms.

4) Expenses for the arbitrator's services and the proceedings shall be borne completely by the party who received the unfavorable decision. However, each party shall be responsible for compensating its own representative and witnesses.

5) If either party desires a verbatim record of proceedings, it may cause such a record to be made, providing it pays for the record and makes copies available without charge to the other party and to the arbitrator.

6) Grievances initiated by the Employers shall be processed in this same manner but they may be initiated at Step 3 with the Business Representative.

**ARTICLE 14 – SENIORITY**

14.1 Definitions - Seniority shall be defined as follows:

1) Total length of service within a department;
2) Total length of service within a job classification;
3) Total length of service within the County.

14.2 For the purpose of computing seniority, all authorized leaves except any leaves of absence granted during their probationary period, shall be considered as time worked. Employees who are laid off as a result of a reduction in positions, and who are subsequently reinstated, shall retain their full seniority except for such period of layoff.

14.3 The employee’s earned seniority shall be lost for any of the following reasons:
14.3.1 Discharge, retirement or resignation of the employee;

14.3.2 Inability to return to work after one (1) year sick leave except for on-the-job injuries, which cases may be extended by mutual agreement of the parties hereto;

14.3.3 Failure to report for work the first work day or shift following the expiration of the authorized leave of absence without an authorized extension;

14.3.4 Temporary layoff exceeding an eighteen (18) month period;

14.3.5 Failure, when on layoff, to report for work within two (2) weeks after notice has been given to the Shop Steward and the employee, shall constitute refusal of work, such notices shall be by certified mail.

14.4 Departmental seniority lists shall be brought up to date each year on 1 January and posted in a conspicuous place. Two (2) copies of the seniority list shall be provided to the Shop Steward.

14.5 Any employee returning to work after an authorized leave may claim his/her former permanent classification if it still exists and if his/her seniority within classification is greater than an employee currently holding such classification within his/her department.

If the classification no longer exists or he/she does not have sufficient seniority to displace a current employee in that classification, he/she may by first, department seniority and second, by County seniority, claim an existing lower classification, for which he/she is qualified. Any current employee so displaced shall have similar rights to claim a lower existing classification by seniority, for which he/she is qualified.

14.6 Employees rehired within thirty (30) consecutive calendar days after separation will have their service and longevity bridged. This means that the employee may retain the original date of hire and will continue to accrue benefits (vacation and sick leave) at the same rate as before separation and beginning on their first day of re-employment. Sick leave will be reinstated at recorded balance at the time of separation. Insurance and retirement benefits, previously in effect, will continue also. However, any time not worked during this break in service will be treated as leave without pay and benefits accruals would not accumulate during this break.

Employees rehired after a break of service of more than 30 consecutive calendar days will receive a new date of hire. They will be treated the same as new employees for all purposes.
14.7 Promotions

14.7.1 Promotion to a higher job classification shall be according to seniority and ability. Should two employees apply for a position be judged equally qualified, then seniority shall be the determining factor. Changes from a higher to a lower job classification shall be handled in accordance with the bidding procedure contained in this section. When a job vacancy within a department occurs, which the Employers deem necessary to be filled, a notice will be posted for the pertinent Department for a period of five (5) working days.

14.7.2 Any promotion or change in job classification shall be considered temporary for a period of sixty (60) calendar days from the date of promotion or change. Within the sixty (60) days' period, if the employee should decide he/she does not want the job or should the supervisor or foreman decide the employee is unsuited for the job, he/she shall revert to his/her former job classification without prejudice.

14.7.3 Employees not selected shall upon request receive a written explanation citing the reasons why not selected.

14.8 Layoffs

14.8.1 In the event of a layoff for any reason, employees in the classifications of Building Maintenance Specialist and Boiler Maintenance Specialist as one group shall be laid off in the inverse order of their seniority in the department. Employees being laid off shall be given written notice thirty (30) calendar days prior to the layoff, if possible. In no event shall the written notice of layoff be less than ten (10) working days. No layoffs or reduction to lower classification shall be executed so long as there are temporary employees serving within the affected classification.

14.8.2 In the event the laid off employee is a Boiler Maintenance Specialist, the least senior qualified Building Maintenance Specialist will be permanently reclassified and assume the assignment to the Boiler Maintenance position. The assignment will include the salary range, shift and all other working conditions associated with the position vacated due to the layoff. In the event the employee identified to assume the Boiler Maintenance position and classification chooses not to be reclassified and assume the Boiler Maintenance position, they will be laid off and the Boiler Maintenance employee identified to be laid off will be retained or returned to work.

14.8.3 Laid-off or reduced employees shall be recalled in inverse order of their layoff or reduction. Recall rights under this paragraph shall be limited to eighteen (18) months from the date of layoff or reduction.
ARTICLE 15 - DISCIPLINE AND DISCHARGE

The employer agrees to abide by the principles of progressive discipline. Disciplinary action or measures shall include only the following:

15.1 Oral Reprimand

Written Reprimand (notice to be given in writing with reasons)

Suspension (notice to be given in writing with reasons within one workday of the action)

Discharge (notice to be given in writing with reasons within one workday of the action)

15.2 Any disciplinary action or measure upon a permanent employee may be processed as a grievance through the regular grievance procedure.

15.3 The Employer shall not discharge any employee without just cause. In cases of discharge, the employee shall have the right to a pre-termination hearing. He or 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.

15.4 The employee shall have the right to have a Union representative present. The employee and his/her Steward will be notified in writing that the employee has been suspended and/or discharged.

15.5 Any employee found to be unjustly suspended or discharged 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.

15.6 At Management’s discretion for just cause annual leave balance can be used in lieu of unpaid suspension. Seniority will be adjusted for the length of suspension.

ARTICLE 16 - LABOR/MANAGEMENT MEETINGS

It is mutually agreed that a committee (representatives and/or stewards and one other unit member) from the Union and Management conduct labor/management meetings for the purpose of resolving problems that may arise and to promote the general climate of labor/management relations. Meetings shall be conducted as needed. (Management Tools): Layoff mitigation options, like furlough, or reduction in hours will be moved to labor management if necessary due to budget reductions.
ARTICLE 17 - STRIKES AND LOCKOUTS

17.1 No lockouts of employees shall be instituted by the Employer during the term of the agreement.

17.2 No strikes shall be caused by the Operating Engineers Local #280, during the term of this agreement, at no time, however, shall employees be required to cross a picket line, sanctioned by the International Union of Operating Engineers or any AFL-CIO Labor Union, or its membership.

ARTICLE 18 - MANAGEMENT RIGHTS

18.1 The County retains its right and obligation to manage its affairs; direct and control its operation and employees.

   a. To maintain discipline and efficiency.
   b. To extend, limit or curtail work when in its discretion it deems it advisable to do so.
   c. To determine schedules of work including overtime.
   d. To have equipment installed or removed.
   e. To establish and maintain operating rules and regulations.
   f. Management alone will decide what Eligible Department Licenses are required to better serve the needs of the County and taxpayers.

18.2 Management agrees to notify the Union prior to any changes in wages, hours and working conditions.

ARTICLE 19 - SUB-CONTRACTING WORK

The Employer, Spokane County, agrees that in the event the Employer Sub-Contracts work of the bargaining unit, the Employer agrees to pay the prevailing wage and benefits under the labor agreement between Spokane County and the Operating Engineers Local #280.

ARTICLE 20 - TRAINING COSTS

Management agrees to assist with training costs of Local 280 employees required to maintained specific electrical licenses as directed by Management.

ARTICLE 21 - ALCOHOL AND DRUG TESTING

On March 27, 1995, the Union and membership was provided with courtesy copies of the “Drug and Alcohol Testing Plan for Commercial Drivers,” and the “Fitness of Duty, Alcohol and Drug Testing Procedures Manual.” These documents are designed to apply only to employees who perform any work that requires possession of a commercial driver’s license. As of April 1995 there
is not a requirement to possess a commercial driver’s license for any of the classifications covered by this labor agreement. If in the future this changes and a commercial driver’s license is required for any of the positions, those positions would be subject to the provisions of both the “Plan” and “Procedures Manual” referenced.

**ARTICLE 22 - Reasonable Suspicion Substance Abuse Testing**

Reasonable suspicion testing for alcohol or controlled substances may be directed by the Employer for any employee when there is reason to suspect that alcohol or controlled substance usage may be adversely affecting the employee’s job performance or that the employee may present a danger to the physical safety of the employee or another. The employee will be required to undergo immediate drug and alcohol testing if there is reasonable cause that the employee is under the influence of a drug and/or alcohol. Reasonable cause that an employee is under the influence of a drug and/or alcohol will be based on specific facts and/or reasonable inferences derived from those facts.

Prior to an investigation of reasonable suspicion and/or substance abuse testing, the effected employee will be afforded an opportunity for Union representation with the understanding that time is of the essence.

When reasonable suspicion exists, employees must submit to alcohol and/or controlled substance testing when required by the Employer. A refusal to test is considered the same as a positive test. When an employee is referred for testing, he/she will be removed immediately from duty and transported to/from the collection site. The cost of reasonable suspicion testing, including the employee’s salary will be paid by the Employer.

An employee who has a positive alcohol test and/or a positive controlled substance test may be subject to disciplinary action, up to and including termination.

**ARTICLE 23 SCOPE OF AGREEMENT**

A. Agreement expressed herein in writing constitutes the entire agreement between the parties and no oral statement will add to or supersede any of these provisions.

B. The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to all proper subjects of collective bargaining and that all such subjects have been discussed and negotiated upon and the agreements contained herein were arrived at after the free exercise of such rights and opportunities.
ARTICLE 23 – TERM OF AGREEMENT

23.1
This Agreement will become effective on January 1, 2014 except as otherwise specified. This Agreement will continue in effect until December 31, 2016. If a party gives the other party notice in writing of desire to enter into a subsequent or modified Agreement, such notice will be given at least ninety (90) days prior to expiration of this Agreement.
January 1, through December 31, Working Agreement between Spokane County and Local 280 International Union of Operating Engineers.

Dated this [Day] of [Month], 2014.

Board of County Commissioners of Spokane County, Washington Local 280

For the International Union of Operating Engineers,

By [Signature]
Chair

By [Signature]
Business Manager

By [Signature]
County Commissioner

By [Signature]
President

By [Signature]
County Commissioner

By [Signature]
Recording Secretary

By [Signature]
Labor Relations

By [Signature]
Union Steward

27
APPENDIX A – WAGES

Parties agree to no COLA for 2014.

<table>
<thead>
<tr>
<th>JOB CODE/ SALARY RANGE</th>
<th>CLASSIFICATION TITLE</th>
<th>Step 12</th>
<th>Step 13</th>
<th>Step 14</th>
</tr>
</thead>
<tbody>
<tr>
<td>2017 (range 5OFn6)</td>
<td>Chief Building Maintenance Specialist</td>
<td>$27.37/hour</td>
<td>$28.07/hour</td>
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<td>2014 (range 5IBn6)</td>
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<td>$25.73/hour</td>
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<td>2015 (range 5IBn6)</td>
<td>Energy Management System Specialist</td>
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<tr>
<td>2012 (range 5IBn6)</td>
<td>Lead Boiler Maintenance Specialist</td>
<td>$25.73/hour</td>
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</tr>
<tr>
<td>2018 (range 5DFn6)</td>
<td>Boiler Maintenance Specialist</td>
<td>$24.53/hour</td>
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</tr>
</tbody>
</table>

NOTE: The provisions of Article 6.4 (Longevity) and Article 6.7 (License Premium) may affect wage rates. New hires start at step 12 and move to step 13 after six months of successful employment. Step 14 is reached after 18 months of successful employment.
BEFORE THE BOARD OF COUNTY COMMISSIONERS
OF SPOKANE COUNTY, WASHINGTON

RESOLUTION
EXECUTION OF A COLLECTIVE BARGAINING AGREEMENT WITH INTERNATIONAL UNION OF OPERATING ENGINEERS (LOCAL 280)
[January 1, 2014 - December 31, 2016]

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 Labor Relations Unit has been collectively bargaining a successor labor agreement with International Union of Operating Engineers (Local 280); and

WHEREAS, the Parties exchanged proposals and reached an agreement expressed in the working agreement through December 31, 2016, as more particularly set forth in Attachment “A,” attached hereto and incorporated herein by reference; and

WHEREAS, highlights of the renewal labor agreement include increases to the longevity benefit effective January 1, 2014 and replacing sick leave and annual leave with a Paid Time Off (PTO) plan. Additionally, Local 280 agreed to move to a 13 step wage range and receive compensation by direct deposit. The Parties also agreed to a parity provision for future COLAs and health benefit changes; and

WHEREAS, the above referenced bargaining unit has ratified the changes proposed in Attachment “A”; and

WHEREAS, the Labor Relations Unit is requesting and recommending that the Board of County Commissioners ratify the labor agreement as outlined 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 the International Union of Operating Engineers (Local 280).

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”. The above referenced resolution number shall be affixed to any such documents and such documents shall be provided to the Clerk of the Board for public record.

PASSED AND ADOPTED this 7th day of January, 2014.

BOARD OF COUNTY COMMISSIONERS
OF SPOKANE, COUNTY, WASHINGTON

Chair

Vice-Chair

ATTEST:

Daniela Erickson
Clerk of the Board

Todd Muelle
Commissioner