

WORKING AGREEMENT

BETWEEN

SPOKANE COUNTY

AND

LOCAL 1553-S, AFL-CIO

**AFFILIATED WITH THE AMERICAN FEDERATION OF STATE,
COUNTY, AND MUNICIPAL EMPLOYEES AND COUNCIL #2**

AFL-CIO

January 1, 2018, through December 31, 2020

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PREAMBLE

This Agreement is made and entered into by and between Spokane County, referred to as the Employer and Local 1553-S of the Washington State Council of County and City Employees, affiliated with the American Federation of State, County and Municipal Employees, AFL-CIO, hereinafter referred to as the Union. All items shall be binding for both the Employer and the Union, including those items specifically identified in the individual supplements to this Agreement.

For purposes of this Agreement, members of Local 1553-S who are employed by the Spokane County District Court are employees of Spokane County for purposes of wages and benefits directly related to wages only. For purposes of non-wage related matters, the Spokane County District Court are the employers of said employees and such matters are not governed by the terms of this Agreement.

ARTICLE 1 - PURPOSE

The purpose of this Agreement is:

- 1.1 To promote harmonious relations between the Employer and the Union;
- 1.2 To establish equitable uniform and peaceful procedures for the resolution of differences;
- 1.3 To discuss and establish reasonable rates of pay, hours of work, benefits and conditions of employment;
- 1.4 To promote the highest degree of efficiency, effectiveness and employee responsibility in the performance of work;
- 1.5 To enhance the general efficiency of Spokane County;
- 1.6 To eliminate as far as possible political considerations from policy;
- 1.7 To promote the morale, well-being and security of the employees;
- 1.8 To prevent interruptions of work and interference with the effective and efficient operations of all County Departments and offices;
- 1.9 To provide a prompt, orderly and consistent method for handling and processing grievances; and to set forth the complete Agreement of the parties.

ARTICLE 2 - WARRANTY OF AUTHORITY

The officials executing this Agreement on behalf of the Employer and the Union subscribing hereto are acting under the authority of RCW 41.56 to collectively bargain in good faith on behalf of the organizations which they represent.

ARTICLE 3 - PLEDGE AGAINST DISCRIMINATION

3.1 Equal Application:

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

3.2 Union Membership/Activities:

The County agrees not to interfere with the rights of employees to become members of the Union and there shall be no discrimination, interference, restraint, or coercion by the Employer/ representative(s) against any employee because of Union affiliation or Union activities.

3.3 Responsibility:

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

ARTICLE 4 - UNION RECOGNITION AND BARGAINING UNITS

4.1 Local 1553-S:

The Employer recognizes Local 1553-S of the Washington State Council of County and City Employees of the American Federation of State, County and Municipal Employees, Council 2, AFL-CIO as the sole and exclusive bargaining representative of the regular supervisory employees in classifications listed in Appendix #1 to the Agreement, in the Departments of Assessor, Auditor, Treasurer, Clerk, Purchasing, Information Systems, Building Code Enforcement, Planning, Facilities Maintenance, Juvenile Court Services, Detention Services, Sheriff's Office, 9-1-1 Emergency Communications and Prosecuting

Attorney except those who are working in a classification where another bargaining agent has been certified as the bargaining representative. For District Court, see the Preamble.

4.1.1 Elected officials, Department Heads, confidential employees and all other non-supervisory employees of Spokane County shall be excluded.

ARTICLE 5 - UNION SECURITY

- 5.1 All present employees in a Department covered by this Agreement who are members of the Union in good standing, as of the signing of this Agreement shall maintain their membership in the Union as a condition of employment.
- 5.2 All employees in a Department covered by this Agreement who are not members of the Union shall be required to join and maintain membership within thirty (30) days of the signing of this Agreement as a condition of employment.
- 5.3 All new employees in a Department covered by this Agreement hired after the execution date of this Agreement shall, as a condition of employment, become and remain members of the Union thirty (30) days after being employed.
- 5.4 Each employee shall be protected by RCW 41.56.122(1).
- 5.5 The Employer shall deduct any Union membership initiation fees, and, once each month, dues from the pay of those employees who individually authorize in writing that such deductions be made. The amounts to be deducted shall be certified to the County Auditor by the Treasurer of the Union, and the aggregate deductions of all employees shall be remitted, together with an itemized statement to the Washington State Council of County and City Employees, and a copy sent to the Local Treasurer, after such deductions have been made.
- 5.6 **Definitions:**
- 5.6.1 Regular Employee: An employee who has successfully completed their probationary period.
- 5.6.2 Full Time Employee: A regular employee who regularly works a minimum of 37.5/40 hours per week on a continuing basis.
- 5.6.3 Part Time Employee: A regular employee who works less than a 37.5/40 and more than 18.75/20 hours per week on a continuing basis and receives benefits on a true pro-rated basis.

5.6.4 Percentage / Job Share Employee: A regular employee who is not a Full-Time Employee but works on a percentage basis so benefits are pro-rated (i.e. 50%, 75%, 90%) based on the percentage of time the employee is regularly scheduled to work.

5.7 The Human Resource Department, once each month, will provide electronically to the WSCCCE (Spokane Office) a bargaining unit report which contains the following member information: Employee's full name, home mailing address, home telephone number, work telephone number (if applicable), work email address (if applicable), job code number, job classification title, salary range and step, denote 37.50 or 40 hours per week, employees hourly and monthly compensation, County's date of hire, and the date this employee actually transferred into the Local.

ARTICLE 6 - UNION/MANAGEMENT RELATIONS

6.1 Statement:

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

6.1.1 Regular supervisory personnel shall be differentiated from line employees by the following responsibilities:

- A. To hire and promote or to effectively recommend such action.
- B. To discipline or effectively recommend such action.
- C. To handle or receive grievances at the immediate supervisors' step.
- D. To assign, schedule and review work.
- E. To authorize leave.
- F. To train.
- G. To evaluate subordinates.

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 Employer Authority:

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 and collectively bargained under the authority of RCW 41.56, will include but not be limited to, the right to:

- A. Determine the Employer's function, programs, organizational structure and use of technology;
- B. Determine the Employer's budget and size of the agency's workforce and the financial basis for layoffs;
- C. Direct and supervise employees;
- D. Take all necessary actions to carry out the mission of the county and its agencies during emergencies in accordance with Article 13, section 13.3;
- E. Determine the Employer's mission and strategic plans;
- F. Develop, enforce, modify or terminate any policy, procedure, manual or work method associated with the operations of the Employer;
- G. Determine or consolidate the location of operations, offices, work sites, including permanently or temporarily moving operations in whole or part to other locations;
- H. Establish work schedules and starting times;
- I. Establish work performance standards, which include, but are not limited to, the priority, quality and quantity of work;
- J. Establish, allocate, reallocate or abolish positions, and determine the skills and the abilities necessary to perform the duties of such positions in accordance with Article 14;
- K. Select, hire, assign, reassign, evaluate, retain, promote, demote, transfer, and temporarily or permanently lay off employees, in accordance with Article 19;
- L. Determine, prioritize and assign work to be performed;
- M. Determine the need for and the method of scheduling, assigning, authorizing and approving overtime in accordance with Article 19;

- N. Determine training needs, methods of training and employees to be trained;
- O. Determine the reasons for and methods by which employees will be laid off in accordance with Article 20; and
- P. Suspend, discharge and/or take other disciplinary actions in accordance with this agreement in accordance with Article 17.

6.4 Labor Management Committee:

- 6.4.1 It is mutually agreed that a Committee from the Union and a Committee from the Employer shall conduct regular Labor/Management meetings for the purpose of resolving problems that may arise and to promote a cooperative climate of Labor/Management relations. Meetings shall be conducted bi-monthly if needed, but not less than quarterly.
- 6.4.2 The two (2) Committees shall be comprised of one (1) member from each Local and a corresponding number of members representing Management. Additional persons may be invited to participate by mutual agreement. Meeting agendas will be prepared and submitted in advance of each meeting by both parties.

ARTICLE 7 - UNION ACTIVITIES/FUNCTIONS/BUSINESS

7.1 Notice and Authorization of Union Representatives:

The Union agrees to provide an updated list to elected officials, Department heads and Human Resources of who is authorized to represent the Union in any matters outlined in this article. An "authorized representative" is one who is appointed or elected by their Local Union. Prior supervisor approval shall be obtained whenever possible for absences from the work place. Such approval shall not be unreasonably withheld. Absences from the work place of 30 minutes or more for Union activities/functions shall be documented by use of a leave slip.

7.2 Types of Activities:

- 7.2.1 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 and agrees to carry out these activities at times which are the least disruptive to the work place.

7.2.2 The Employer agrees that representatives of the American Federation of State, County and Municipal Employees, whether Local Union representatives, State Council representatives, or International representatives shall upon notification to the elected official/Department head or designee, have full and free access to the premises of the Employer at any time during working hours to conduct Union activities, without disrupting the regular functions of the Department.

7.2.3 Examples of Union activities are as follows:

7.2.3.1 Process grievances.

7.2.3.2 Participate in PERC hearings as a direct participant, i.e. as a witness, shop steward and/or president 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.

7.2.3.3 Attend Labor/Management meetings.

7.2.3.4 Attend negotiation meetings.

7.2.3.5 Distribute Union literature.

7.2.3.6 Transmit communications, authorized by the Local Union or its officers, to the employee, Employer or his/her representative(s).

7.3 Union Functions:

The Employer agrees to grant authorized Union representatives 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. Fifty percent (50%) of the unused days at calendar year end will be carried over to the following year for the term of the contract.

7.3.1 To insure adequate staffing, no more than ten percent (10%) of the employees in a work unit will participate in a Union function 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.

7.3.2 Example of functions are as follows:

7.3.2.1 Union Conventions

7.3.2.2 Council 2 Executive Board Meetings/Training.

7.3.2.3 Other functions that management agrees are beneficial to the County.

7.4 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:

7.4.1 General membership meetings

7.4.2 E-Board meetings

7.4.3 Elections

ARTICLE 8 – HOLIDAYS

8.1 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)

8.2 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. Should an additional perpetual holiday be declared, the parties agree to meet and negotiate the impact of the holiday on the bargaining unit.

If an employee is requested to work on the one-time, non-recurring holiday, they will receive the holiday pay at straight time plus PTO to be used at a later date for all hours actually worked on the one-time, non-recurring holiday.

8.3 Eligibility and Pay:

Employees shall be eligible for holiday pay under the following conditions:

- 8.3.1 The employee would have been scheduled to work on such a day if it had not been observed as a holiday unless the employee is on layoff.
- 8.3.2 The employee worked his/her last scheduled day prior to, and the first scheduled day after the holiday unless he/she is excused by the Employer or he/she is absent for any authorized paid leave.
- 8.3.3 If a holiday is observed on an employee's scheduled day off or during his/her vacation or on paid sick leave, at the employee's option he/she shall be paid for the un-worked holiday, or be given the preceding or following work day off.
- 8.3.4 Eligible employees who perform no work on a holiday shall be paid their current hourly rate of pay times the number of hours in their regular work day.
- 8.3.4.1 Shift employees who are not scheduled to work a holiday shall receive their regularly scheduled hours of pay for that holiday.
- 8.3.5 Whenever a holiday shall fall on a Saturday, the preceding Friday shall be observed as the holiday. Whenever a holiday shall fall on a Sunday, the succeeding Monday shall be observed as the holiday. If a holiday falls on a Saturday or Sunday and is the employee's regularly scheduled work day, the holiday shall be observed the day upon which said holiday falls.
- 8.3.5.1 Holidays falling on a Saturday or Sunday shall be observed by shift employees on that Saturday or Sunday.
- 8.3.6 If an employee works on any of the holidays listed above, he/she shall be paid the following premium rate in addition to his/her holiday pay.
- 8.3.6.1 One and one-half (1½) times his/her regular rate of pay for all hours within his/her regular work day.
- 8.3.6.2 Two (2) times his/her regular rate of pay for all hours in excess of his/her regular workday.

ARTICLE 9 – PAID TIME OFF (PTO)

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 PTO/CAT leave with pay.

9.1 PTO Uses: PTO may be used for scheduled and unscheduled absences. Scheduled absences require approval from a supervisor prior to utilization of PTO. Unscheduled absences require that the employee adhere to appropriate notification requirements.

- a. Scheduled absences (for example: family functions, recreational activities/vacations) require prior written approval, scheduled absence requests should be submitted for approval two (2) weeks prior to absence, or as soon as reasonably possible. Approvals for scheduled absences are at the supervisor's discretion bas on the business needs of the department but will not be unreasonably withheld. In cases of duplicate requests for a scheduled absence outside an annual bidding process, approval will be on a first come first considered basis. For those departments that follow and annual bidding process, department seniority shall prevail. Where the absence from work is foreseeable, authorized purpose under RCW 49.46.210(1)(b) (preventative medical/dental appointments, scheduled medical procedures, etc.) the employer may require advance notice from the employee of at least ten days, or as early as practicable.
- b. Unscheduled absences (for example: emergencies or calling in before a scheduled shift due to illness or injury of the employee and immediate family member). The employees must notify his/her Department Head/Elected Official (or designee) as soon as reasonably possible, in accordance with departmental notification procedures.

The County may require a medical note for an absence of more than three (3) days; the County may also request a physician's written release for an employee to return to work. RCW 49.46.200 and all applicable rules do not preclude an employer's ability to verify when an employee may safely return to work if the right to require such verification is provided elsewhere in local, state and federal law.

- c. Immediate family includes: Spouse, State Registered Domestic Partner, parent, step parent, child (biological, adopted, step or foster) regardless of age or dependency status, sibling, grandparent, 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. Employees may use PTO for domestic violence, sexual assault or stalking incidents, closure of employee's place of business of child's school/place of care by order of a public official for any health-related reasons; in the case of an exposure to a contagious disease where on-the-job presence of the employee would jeopardize the health of others; when a medical condition requires use of a legally prescribed prescription drug that impairs job performance or safety.

9.2 Accrual Rates: 9.2.1 Accrual Rates of PTO hours are at the following rates:

Years of Service	7.5 Hour Rate		8.0 Hour Rate		7.5 Hour Rate Max Hours Accrued Under PTO	8.0 Hour Rate Max Hours Accrued Under PTO
	Hours Per Month	Hours Per Year	Hours Per Month	Hours Per Year		
Less than 1 year	13.13	157.50	14.00	168.00	315.00	336.00
1 year but less than 2 years	13.50	162.00	14.40	172.80	324.00	345.60
2 years but less than 3 years	13.88	166.50	14.80	177.60	333.00	355.20
3 years but less than 4 years	14.25	171.00	15.20	182.40	342.00	364.80
4 years but Less than 5 years	14.63	175.50	15.60	187.20	351.00	374.40
5 years but less than 10 years	15.00	180.00	16.00	192.00	360.00	384.00
10 years but less than 15 years	16.885	202.50	18.00	216.00	405.00	432.00
15 years but less than 20 years	18.75	225.00	20.00	240.00	450.00	480.00
20 years but less than 25 years	20.63	247.50	22.00	264.00	495.00	528.00
25 years or more	22.50	270.00	24.00	288.00	540.00	576.00

9.2.1.1 Employees must be in paid status for any portion of their scheduled work days during the month to earn credit for PTO time.

9.2.2 Percentage employees will accrue PTO hours on a pro-rated basis.

9.3 Requesting PTO Time:

9.3.1 Employees can use PTO as it is earned.

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

9.3.3 There are limited situations in which PTO may not be approved, including:

9.3.3.1 Zero balance account: when PTO and CAT accounts are depleted (CAT account is considered depleted for this purpose if the CAT account is not accessible because of short absence). This type of unauthorized absence may result in progressive discipline (counseling, oral reprimand, written reprimand, suspension, termination). Each occurrence (one occurrence can be a number of days when occurrence is an extended absence) of this type of unauthorized absence will advance to the next level of discipline unless stale discipline, utilization of other benefits/programs as identified in section 9.8 (other Benefits/Programs) or other mitigating circumstances.

9.3.3.2 Job Abandonment: When an employee fails to follow departmental 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 unapproved absences are considered an abandonment of one's job and justify severe discipline (suspension/termination).

9.3.3.3 Unapproved absences will be without pay.

9.4 Maximum Annual Rollover:

The maximum number of PTO hours an employee may rollover from one PTO accrual year to the next cannot exceed two (2) times the employee's annual accrual rate (see accrual rate chart).

9.5 CAT (catastrophic) Account:

9.5.1 Employees who have a balance in their CAT account will have the option of using CAT hours in lieu of PTO hours for a serious illness or injury of the employee or the employee's immediate family member, requiring an absence of more than five (5) working days.

9.5.2 Employees must first use a minimum of five (5) working days' pf PTO per condition before accessing their CAT account. The five (5) working days are not required to be consecutive.

9.5.3 The CAT account is non-renewable and will be established at conversion only. Additional hours/days cannot be added. Once the CAT account is exhausted, it cannot be utilized again, except:

9.5.4 The CAT account may be used for an L & I covered illness and "bought back" if specific requirements are met. See Other Benefits/Programs, section 9.8.

9.5.5 Employees who have an illness or injury requiring them to be absent for longer than three (3) working days per condition, should contact Human Resources to discuss FMLA or other benefits/conditions 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.

9.6 Annual PTO Cash Out/Incentives:

9.6.1 Employees must have five (5) years of continuous service in a benefited position with Spokane County prior to their request for cash out.

9.6.2 Employees will have the option once per calendar year to cash out hours in their PTO bank above the required minimum balance of 150 hours (for 7.5 hour shift) or 160 hours (for 8.0 hour shift)

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

9.6.4 Employees with direct compensation (wages, longevity, cell phone and other additional wage items) equal to or more than the current Social Security Old-Age, Survivors, and Disability Insurance (OASDI) benefit base, are not eligible for a PTO cash out in any form (cash or deferred compensation). This annual limit is updated yearly by the Social Security Administration and can be referenced at <http://www.socialsecurity.gov/OACT/COLA/cbb.html>

9.6.5 Employees may cash out up to 37.5 hours (for 7.5 hour shift) to 40 hours (8.0 hour shift) per calendar year. Cash out is submitted in ¼ hour increments.

9.6.6 Employee's must take thirty-seven and ½ (37.5) hours (for 7.5 hour shift) or 40 forty (40) hours (for 8.0 hour shift) PTO (upon implementation of 1st year 37.5/40 hours vacation/PTO must be taken within the twelve (12) calendar months prior to request cash out.

9.6.7 Employees may select their cash out in one of the following two methods:

9.6.7.1 Additional Cash included in their paycheck.

9.6.7.2 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.

9.6.8 Requests to cash out must be submitted in writing 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.

9.7 Separation from Service/Rehire:

9.7.1 Upon separation from service for any reason employees will be cashed out at one hundred percent (100%) of their PTO balance, to a maximum of the annual rollover amount (will vary depending upon each employee's years of service and respective accrual rates at the time of separation)

9.7.2 Upon separation from service for any reason, employee 55 years of age or older with 15 years or more of continuous service with Spokane County will receive twenty-five percent (25%) of their CAT balance (if applicable), in a VEBA account.

9.7.3 Any gaps in service will be treated as follows: if an employee is rehired/recalled within 12 months (18 months in the case of layoff) and if twenty-five percent (25%) of CAT has not been paid out, the 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 recall/rehire from layoff if prior service was at least five years and the recall/rehire was within three years of separation. All time in unpaid status will reduce years of service. If separation from the County is no as a result of layoff, the above treatment for gaps in service will only apply if rehired within 30 calendar days of separation.

a. Because an employee's PTO balance is cashed out upon separation from employment there are no leave hours, aside from a CAT account balance (if applicable), to reinstate upon rehire.

9.8 Other Benefits/Programs:

9.8.1 Employees on the PTO plan are not eligible to receive or donate time to Shared Leave.

9.8.2 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 60 calendar days from the date of the disability. STD benefits end with Long Term Disability (LTD) begins.

d. STD will pay sixty percent (60%) of an employee's basic monthly gross earnings in effect at the time they become 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 by the IRD. (Consult your tax advisor)

e. For complete STD plan information and requirements, contact Human Resources.

9.8.3 Long term Disability (LTD):

a. Employees must use all of the PTO/CAT account balances prior to receiving LTD.

b. Only employees on PTO are eligible for the LTD plan.

c. LTD has a benefit waiting period of 180 calendar days from the date of 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.

9.8.4 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 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 Risk Management Department for information and requirements.

9.8.5 Family Medical Leave Act (FMLA):

a. Employees who have an illness or injury requiring them to be absent for three (3) working days or longer per condition, should contact Human Resources to discuss FMLA or other benefits/conditions (including 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.

9.9 Conversion from Current Plan to PTO:

a. Conversion will occur as negotiated and adopted by the Board of County Commissioners.

b. Vacation hours will be converted hour for hour.

c. Sick leave from an employee's current balance will be credited up to sixty (60) hours (for seven and one-half (7.5) hour shift)/ sixty-four (64) hours (for eight (8) hour shift) in the PTO bank. Remaining sick leave hours will be placed in a catastrophic (CAT) account.

d. If the combination of vacation, personal days and sixty (60)/sixty-four (64) hours of sick leave exceeds the PTO rollover cap, excess PTO will be cashed out down to the cap.

9.10 Conversion from PTO to Sick Leave/Vacation Leave/Personal Holiday Schedule:

a. A change in position may require an employee to convert from the PTO plan, back to the sick leave/vacation leave/personal holiday schedule.

b. Conversion back to sick leave/vacation leave/personal holiday schedule will occur as follows:

c. The balance of CAT account will be converted to sick leave. If the CAT account is zero, then the employee will start a zero sick leave balance.

d. All PTO hours will be converted to vacation.

e. Personal Holiday hours will be added at the beginning of the next calendar year.

ARTICLE – 10 – BEREAVEMENT LEAVE

10.1 Effective April 1, 2018, Bereavement Leave:

Bereavement leave entitles a member up to three (3) working days off with pay, not chargeable to PTO leave balance if member suffers a death of a member of his/her immediate family as defined below.

Bereavement leave entitles a member up to ten (10) working days off with pay, not chargeable to PTO/CAT leave balances if the member suffers a death of a spouse or child.

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 or PTO.

10.2 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 PTO/CAT 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.

ARTICLE 11 - INSURANCE BENEFITS

11.1 Medical Insurance

11.1.1 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:

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

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

11.1.3 For clarification purposes this premium share formula is applied to both Dental plans.

11.1.4 No provision for retiree medical and no double coverage.

11.1.5 The Employer further agrees that the level of coverage provided by the PPO Plans and the HMO/DMO Plans shall not be reduced during the term of this agreement even in the event the carrier of said coverage is changed. The parties agree to maintain current level of benefits with the ability to open medical benefits during the term of the agreement regarding benefit 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.

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

<u>(HMO) Plan</u>	<u>PPO Plan</u>
\$200	\$500 Deductible
90% Coinsurance	80/60% Coinsurance

\$30 Office Visit Co-pay	\$30 Office Visit Co-pay
Individual \$1000% Coinsurance Max + Deductible	Individual \$2,000 Coinsurance Max + Deductible
\$15/\$30/\$50 RX Retail	\$15/\$30/\$50 RX Retail
2 x RX Retail for Mail Order	2.5 x Retail for Mail Order
Mandatory Generics	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

11.2 Eligibility:

11.2.1 No double coverage (applies to Medical, Dental and Vision) which means:

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

11.2.2 New employees are eligible for medical, vision and dental benefits on the first day of the following month of hire, if their first day of employment is on or before the 15th of the month. New employees must wait an additional month if their first day of employment is the 16th of the month or after.

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

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

11.3 Life Insurance:

Commencing April 1, 2018 the Employer agrees to provide and pay the full premiums for a \$25,000 Employee Life Insurance Policy. Supplemental life insurance is available at the employee's option and eligibility. The expense of the supplemental insurance is that of the employee.

11.4 Insurance Extension:

Any employee eligible for PTO/CAT leave benefits, who is unable to resume the duties of his/her employment by the County because of proven illness or injury, shall, for a period of six (6) months after exhaustion of PTO/CAT 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 a health condition.

11.5 Affordable Care Act Taxes:

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

If the Parties health care plans are projected, by a third party consultant (insurance brokers), to be subjected to the Cadillac Tax, fees or penalties after the above measures are implemented and plan design changes are necessary to avoid the Cadillac Tax fees or penalties, Article 11.1 Medical Insurance will automatically open for negotiations.

An empowered Health Care Committee (one member from each local who has authority to bind the local) will negotiate changes to the health care plans to avoid any assessment (tax, fee or penalty) from June – August of the year prior to the assessment being imposed. If the empowered Health Care Committee cannot reach an agreement on measures to avoid the assessment by the first of September, the County has the right to implement a plan design change to avoid the assessment as recommended by the third party consultant (insurance brokers).

ARTICLE 12 - HOURS OF WORK

All items contained in this Article shall apply unless specifically addressed in individual supplements.

12.1 Regular Hours:

- 12.1.1 The regular hours of work each day shall be consecutive except for interruptions for lunch periods.
- 12.1.2 All employees' work schedules shall provide for a fifteen (15) minute rest period during each half shift.
- 12.1.3 The normal work week shall consist of five (5) consecutive days followed by two (2) days of rest. Seven and one-half (7-1/2) or eight (8) consecutive hours of work, except for interruptions for lunch periods, shall constitute a workday.

- 12.1.3.1 Shifts shall be bid on the basis of seniority and may not be changed during the markup except by mutual agreement by the Union and the County. Employees may voluntarily trade shifts with the approval of Management.

- 12.1.3.2 Supervisors may be reassigned from their bid shift and/or days off for a maximum of thirty (30) calendar days. Such reassignment shall be for training or special projects and may include changes in shifts for familiarization. Supervisors will be given a thirty (30) calendar day notice of a change of shift or days off except in emergencies.

Management will consider the employees' non-work obligations such as school, health care, day care and civic duties before reassigning them.

- 12.1.3.3 Juvenile Detention Shift Supervisors work shifts shall be bid every four (4) month for markups beginning in January, May and September beginning the first Monday of the month. Employees whose work shift is extended or reduced due to daylight savings time shall be paid for the actual hours worked. In the case of an hour reduction the employee will be allowed to add another hour to that shift to match the number of hours scheduled.

- 12.1.3.4 All employees shall be scheduled to work on a regular work shift, and each shift shall have regular starting and quitting times. Work schedules showing alternative shifts, work days and hours shall be posted on all Department bulletin boards. Except for emergency situations, work schedules will not be changed without giving the Union and the employee ten (10) working days advance notice. When the Employer has a need to change work schedules within the Department, the Department shall notify the Union to negotiate the effects of the proposed schedule change.

- 12.1.4 Working through a rest or meal break must be authorized by a supervisor in writing.

12.2 Alternative Work Hours or Shifts:

- 12.2.1 The Employer may establish a work week other than five (5) seven and one-half (7-1/2) or eight (8) hour days or shift work within a Department. The Department shall notify the bargaining unit to negotiate the effects of the changes.
- 12.2.2 Alternative work hours or shifts other than five (5) seven and one-half or eight (8) hour days will be negotiated with the effected Department/bargaining unit.
- 12.2.3 Alternative work schedules agreed upon by both parties will allow different start times and workdays but will not create overtime for regularly scheduled hours.
- 12.2.4 Effective April 1, 2018, employees on alternative work schedules whose regular work day differs from the seven and one half (7.50) or eight (8) hour day shall have their holidays paid for as the number of hours in their actual scheduled work day,

12.3 Paid Leave:

All paid leave shall be considered as hours worked.

ARTICLE 13 - LEAVES OF ABSENCE

13.1 Eligibility, Application, and Authorization:

- 13.1.1 Employees shall be eligible for leaves of absence not mandated by State or Federal law after the new hire probationary period. For the purposes of Leaves of Absences the probationary period is time in service worked. Eligibility time period may vary per each local's supplemental.
- 13.1.2 Any request for leave shall be submitted in writing by the employee to his/her Department Head or Elected Official or designee. The request shall state the reason the leave is being requested and the appropriate length of time the employee desires.
- 13.1.3 Authorization or denial for a leave shall be furnished in writing to the employee by his/her Department Head or Elected Official 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.
- 13.1.4 State or Federal laws that cover military, maternity, family leave or any other leave shall be posted in all Departments, shops, offices, etc.

13.2 Types of Leave:

Leaves granted by the Elected Official or Department Head include, but are not limited to, the following:

- 13.2.1 Jury Duty: Leave shall be allowed by the head of a Department to permit an employee to serve as a member of a jury. Each employee 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 or defer him/her. In the event an employee reports for jury duty and is released by the court they must report to their immediate supervisor as soon as possible during the day they are released.
- 13.2.2 Court Appearance: Leave with pay will be authorized for employees required to appear in court only if they are not a party to the action and it is work related.
- 13.2.3 Voluntary Civic Duties: Leave may be allowed by the head of a Department to permit an employee to exercise his/her voluntary civic duties. Such leave may be without pay.
- 13.2.4 Military: The Employer agrees to grant military leave in accordance with State and Federal law for a period not exceeding fifteen (15) working days during each calendar year.
- 13.2.5 Educational: Full time employees, at the Employer's option, may be granted paid leaves for job related educational and training purposes - not to exceed one (1) accumulative month in any calendar year - 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. Mandatory training, certifications and licenses required by the job shall be negotiated in Supplemental Agreements.
- 13.2.6 Maternity Leave: The Employers agree to grant maternity leave in accordance with State and Federal laws.
- 13.2.7 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. Employees shall have the option of using accumulated sick leave, annual leave or comp time while on family leave.

13.3 Compensation for Absences Due to Widespread Emergency:

- 13.3.1 If County offices have not been closed and individual employees are unable to report to work, or are permitted to leave early, such absences are to be charged to

personal holiday time, accrued vacation or accrued comp-time. If such accrued leave time is not available to that employee, such absence will be without pay.

13.3.2 Employees who are late arriving to work due to the current weather/road/emergency conditions may charge the time to accrued leave, take the time without pay, or make up the time at a maximum of seven and one-half (7½) or eight (8) hours within two (2) weeks.

13.3.3 In the event the Board, after consultation with the Sheriff, determines to close County operations and directs employees to go home, all but essential personnel shall be released, and they shall be paid for the time off the job. Such pay shall not be charged to accrued leave time.

13.4 County Activities:

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

ARTICLE 14 – CLASSIFICATION/RECLASSIFICATION

14.1 Positions and Classification Specifications:

14.1.1 Position: Single job. A specific aggregate of duties and responsibilities assigned by department management to be performed by one employee within the Department.

14.1.2 Classification: One or more positions that are sufficiently alike with respect to duties and responsibilities to warrant using the same title, qualification requirements, descriptions/class specifications, job code number and pay grade as listed in Appendix 1. Different positions within a classification may use different selection factors and recruitment processes.

14.1.3 The County agrees to update the classification specifications when requested by a department in a timely manner and provide written notice to the applicable local union. The Union will have 20 working days from receipt of the notice to negotiate the impact of changes to the existing classifications. The parties may extend the time frames by mutual agreement.

14.2 Reclassifications: Employees shall have the right to request re-evaluation utilizing the following procedures. In any case, an employee cannot be reclassified if they do not meet the minimum requirements of a position to which they are requesting reclassification to.

14.2.1 Requests for reclassification may be the result of either a nine (9) month or greater assignment working out of class, or a significant change in duties and responsibilities. All requests shall be submitted on a Job Analysis Request form. An employee or the employer may file a request.

14.2.2 Positions submitted for reclassification consideration, related to a nine (9) month out-of-class assignment must have the Elected Official, Department Head or designee's signature concurring with the request for reclassification consideration. The Elected Official, Department Head or designee shall have 10 working days to respond in writing to the request and/or forward request to Human Resources.

14.2.3 Regarding positions submitted for reclassification consideration due to a significant change in job duties, the employee or department must detail those duties that are contained within a different class specification or are not contained within the employee's current class specification. Additionally, the requester must specifically detail how long they have been performing the duties for more than 50% of their work time as well as how long that type of assignment is expected to continue. Such requests must also have the Elected Official, Department Head or designee's signature concurring with the request for reclassification consideration. The local union shall be forwarded a copy of the request. The Elected Official, Department Head or designee shall have ten (10) working days to respond in writing to the request and or forward the request to Human Resources.

14.2.4 If there is no concurring signature from the Elected Official, Department Head or designee in either case described in 14.3.6.2 or 14.3.6.3 above, the employee must discontinue performing the out of class duties that formed the basis for the request. Additionally the Elected Official, Department Head or designee must assure there is no assignment of out of class duties.

14.2.5 If the employee and Elected Official, Department Head or designee agree on the body of work and the work continues to be assigned but there is disagreement on the proper classification the reclassification request may be submitted to step 2 of the grievance procedure.

14.2.6 If agreed to and approved, and the employee has been receiving out of class pay, the effective date of the reclassification shall be the tenth (10th) working day after the request was submitted by the employee to the Elected Official, Department Head or designee.

14.2.7 If there is disagreement between the employee and the Elected Official, Department Head or designee regarding the content of the information on the Job Analysis Request, the reason for the disagreement will be discussed with the employee and the Union. The employee and Union will have ten (10) working days to address and revise the area(s) of disagreement. If the revised request is received by the end of the ten (10) working days, and if agreed to and approved, the effective date of the reclassification shall be the tenth (10th) working day after the request was initially submitted by the employee to the Elected Official, Department Head or designee.

14.2.8 If a revised request is not received by the end of the ten (10) working days, the effective date of the reclassification shall be the tenth (10th) working day after any subsequent submissions have been agreed to and approved by the Elected Official, Department Head or designee.

14.2.9 Once Human Resources has received the reclassification request, they will respond within thirty (30) working days as to their determination of reclassification. The parties may mutually agree to extend the thirty (30) working days.

14.2.10 If there is no concurring signature from the Elected Official, Department Head, designee or Human Resources after attempts are made to resolve the disagreements, the employee may submit the reclassification request to step 2 of the grievance procedure.

14.2.11 No employee shall be allowed to request reclassification consideration if it has been less than one year from the date of the last reclassification determination.

14.2.12 Reclassified positions with no incumbent shall be posted in accordance with specific labor agreements or supplemental agreements if applicable.

14.3 Wage/Range Adjustments for Existing Classifications: In the event there is a recruitment or retention problem indicating the relative market value of the classification may need reviewing, the Department, or Human Resources may request a job analysis and/or salary survey be conducted to determine the appropriateness of the salary even when there is no significant change in duties and responsibilities or there is no nine month out of class assignment. In the event the results of that study indicate the salary needs adjusting, the parties agree to negotiate the salary and the impact of the adjustment on the affected employees.

14.4 Administration of Rates of Pay:

Administration of rates of pay shall be as follows:

No employee shall be paid at a rate of pay less than the minimum nor more than the maximum salary range established for his/her job classification as set forth in the pay plan. All pay rates in the pay plan are based upon full time employment at the normal working hours for the position.

14.5 Calculating Hourly Wage:

14.5.1 For the purposes of calculating the hourly rate of pay for employees who are paid on the basis of a monthly salary, hourly wages shall be determined by the following formula:
Annual Salary divided by weekly hours worked divided by 52 weeks = Standard Hourly Rate.

14.5.2 The above formula is used to calculate the Standard Hourly Rate for determining overtime pay, sick leave payout, and vacation leave payout.

14.6 Starting Rate Upon Initial Employment:

14.6.1 New employees to Spokane County shall be appointed at a step within the pay range, not to exceed step six (6), in effect for the particular classification or position to which the appointment is made.

14.6.2 The Union shall be notified of such advance step placement. Employees to be hired at step seven (7) or above shall be by mutual agreement between the County and the Union.

14.6.3 Advanced step placement shall not surpass current employees step placement in that classification.

14.6.4 An advanced step placement at step two (2) or above shall require 12 months (1950 or 2080 hours worked) before advancing one step (2.56%) in 2018, two steps (5.12%) commencing January 1, 2019 on the wage table. Subsequent step increases shall be at twelve (12) month intervals from the date of the 12 month increase, until the top step is achieved.

14.6.5 For those not advanced step placed, upon successful completion of a minimum six (6) months (975 or 1040 hours worked), the new employee will advance one step (2.56%) on the wage table; and, commencing January 1, 2019 subsequent steps after this first step increase after hire (975 or 1040 hours/6 month) will be at two steps increments (5.12%). Subsequent step increases shall be at twelve (12) month intervals from the date of the 6 month increase, until the top step is achieved.

14.7 Pay Rate Upon Promotion: A current regular employee who is promoted shall be paid at the step in the new range which represents at least a 5.12% step increase over the rate of pay received immediately prior to the promotion or at the minimum step of the new range, whichever is greater, provided that such increase does not exceed the maximum step of the new range.

If the promotion is a result of a competitive recruitment for a new or vacant position, the employee will receive a step increase, six (6) months after the effective date of beginning the new job assignment.

If the promotion is not a competitive recruitment, the employee will receive a step increase twelve (12) months after the effective date of beginning the new job assignment.

In either case, subsequent step increases shall be at twelve (12) month intervals until the top step is achieved.

Step increases will be in increments of 2 steps if initial hire into County was prior to 7/15/14 or 1 step if initially hired after 7/15/14. Commencing January 1, 2019 step increases after the first step increase after hire will be in two step increments (5.12%) until the top step is achieved.

14.8 Pay Rate Upon Reclassification:

14.8.1 Reclassification to a higher classification:

If an individual position is reclassified with an incumbent employee in the classification and there is no competitive recruitment process, the employee shall be paid at the step in the new range which represents at least a 5.12% increase, but not to exceed a 10.24% increase, over the rate of pay received immediately prior to the reclassification or at the minimum step of the new range, whichever is greater. The resulting increase cannot exceed the maximum step of the new range.

The employee will receive step increase in increments of 2 steps if initial hire into County was prior to 7/15/14 or 1 step if initially hired after 7/15/14. Commencing January 1, 2019 step increases will be in two step increments (5.12%) until the top step is achieved. The next step increase will be twelve (12) months after the effective date of the reclassification and subsequent step increases shall be at twelve (12) month intervals until the top step is achieved.

14.8.2 Reclassification to a lower classification:

If an individual position is reclassified with an incumbent employee in the position, the employee shall be "Y" rated. "Y" rating shall be defined as follows: An employee shall continue to receive compensation at their current rate if that rate is higher than that provided for their new classification/position. The employee will be considered ineligible for an increase in pay until an adjustment in the salary structure or a promotion to a classification with a higher salary range brings the employee's rate of pay within the established range for the position.

14.9 Pay Rate Upon Wage/Range Adjustments: Classifications which are adjusted to a higher salary range shall have those affected retain their individual step to a maximum of ten percent (10%). Further, the affected employees shall retain their current step date unless otherwise negotiated and agreed to in writing.

14.10 Pay Rate Upon Demotion or Reduction:

14.10.1 An employee who is demoted/reduced shall be paid in the range for the lower classification at a rate that is closest to their rate prior to the demotion without exceeding the prior rate. Upon demotion the existing anniversary date shall be eliminated and the date of such demotion shall be used to calculate the new anniversary date.

14.10.2 An employee who returns to their former classification during their probationary period following promotion shall receive the same step date in the lower pay range as held before promotion, provided that adjustments shall be made to take into account any step increases which would have occurred had the employee not been promoted.

14.10.3 An employee who accepts a demotion/reduction or bidding to a lower classification or a previous classification shall be placed in the step that causes the employee the least amount of financial loss.

14.11 Pay Rate Upon Transfer: An employee who transfers from one position to another within the same classification or different classification within the same salary range, shall continue the same rate of pay as before the transfer and retain their current step increase date.

14.12 Adjustments to the Anniversary Date (Step Adjustment Date): In addition to the provisions of 14.3.9, Pay Rate Upon Promotion, 14.3.10, Pay Rate Upon Reclassification, and 14.3.11, Pay Rate Upon Wage/Range Adjustment, the anniversary date for a step increase for an employee shall be adjusted under the following circumstances:

14.12.1 If an employee is returned to his/her former classification within a promotion probation period, the anniversary date held prior to such promotion shall be re-established.

14.12.2 When an employee returns from layoff and is reemployed in the same classification as originally held, the original anniversary date will be adjusted in accordance with County policies and procedures.

14.12.3 When an employee returns from layoff and is reemployed in a classification other than that originally held, the reemployment date shall be used to calculate the new step and longevity dates.

14.12.4 Unless protected by law, step dates and longevity dates will be adjusted for unpaid leave.

14.12.5 Step dates and longevity dates shall not be adjusted for paid leave.

ARTICLE 15 – WAGES

15.1 Compensation:

For 2018, a 2.00% wage adjustment will be effective January 1, 2018.

For 2019, a 2.00% wage adjustment will be effective January 1, 2019.

For 2020, a 2.0% wage adjustment will be effective January 1, 2020..

15.1.1 Bilingual Pay: Bargaining Unit employees shall receive an additional one hundred dollars (\$100) per month on their salary for fluency in a foreign language deemed necessary for the County and used on a frequent and continuing basis. Fluency shall be determined by tests standardized by the County Human Resources Department. Each Department shall determine what, if any, languages are necessary for the needs of the Department subject to approval by the Human Resources Department.

15.2 New Position: 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 classification and/or rate.

In the event the Union still does not agree that the classification and/or rate is proper, the Union shall have the right to submit the issue as a grievance at Step 3 of the Grievance Procedure.

15.3 Classification/Reclassification: As per Article 14.

15.4 Out of Class Pay: When an employee performs work in a classification above that in which the employee is normally classified, the employee shall be paid in the first step that would give him/her an increase in the classification working in.

15.5 Pay Period: The salaries and wages of employees shall be paid semi-monthly.

Parties agree to go forward with creating lag pay and proceed with implementation. Management agrees to give at least one (1) year notice of implementation date once lag pay implementation plan is finalized but implementation will not occur before January 1, 2017. Any earned compensation that is delayed as a result of creating the lag will be accounted for when the employee separates from employment at the employee's rate of pay at the time of separation.

15.6 Shift Differential: See Letters of Understanding.

15.7 Reporting Time and Call Back Pay:

15.7.1 Any employee who is scheduled for work on their regular scheduled shift who reports for work but where work is not available or made available for them, may, with the Employer's approval, be excused from duty and paid at their regular rate of pay for their regular scheduled shift.

15.7.2 Any employee called to work outside their regular shift shall be paid a minimum of four (4) hours straight time or the rate of time and one-half (1 1/2) their regular rate for all hours worked, whichever is greater. Actual time worked will include credit for time spent from the time he/she leaves their regularly assigned work location until he/she returns to it.

15.8 Overtime:

15.8.1 All overtime worked must be authorized and approved.

15.8.2 Time and one-half (1 1/2) the employee's regular rate of pay shall be paid for work under any of the following conditions but compensation shall not be paid twice for the same hours.

15.8.3 All work performed in excess of his/her regular scheduled workday.

15.8.4 All work performed in excess of thirty-seven and one-half (37 1/2) or forty (40) hours in any workweek.

15.8.5 All work performed on any of the paid holidays set forth in Article #8, Section 8.1.

15.8.6 All work performed before or after any scheduled work shifts at the request of the Employers.

15.8.7 See Letters of Understanding.

15.9 Comp. Time:

15.9.1 Compensatory Time:

A. Employees can adjust their schedules each day if necessary to prevent creating overtime or comp.time, with prior approval from their Supervisor.

B. Employees must receive prior written approval from their Supervisor before they work hours in addition to their normal schedule, unless their attendance is required in Court.

C. By mutual agreement, overtime work may be compensated by compensatory time off at the rate of time and one half (1 1/2), subject to the following restrictions:

1. Compensatory time off shall be used within six (6) month of the time it was earned. If compensatory time off has not been use within six (6) months, it shall be paid at the time and one half (1 1/2) rate.
2. No employee shall have more than thirty-seven and one half (37 1/2) hours, or forty (40) hours if an eight (8) hour day, of compensatory time on the books. Compensatory time off may be taken at times mutually agreeable between the Employer and the employee.
3. Compensatory time may be used only when replacement is not required and will not create an additional expense for the Department.
4. If an employee frequently requests compensatory time or overtime, their schedule will be reviewed and a flex schedule should be considered by both the employee and the Department.

15.9.2 The Department shall post cumulative comp. time earned monthly.

15.10 Longevity:

A monthly longevity bonus will be paid an employee, in addition to employees regular rate of pay, if the employee has continuous service from the time of appointment to regular full time employment. Payments will be calculated as follows:

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

Over 20 years	\$150.00
Over 25 years	\$200.00

15.11 Step Increase Process:

1. Maintain status quo during 2018: step increases for both new hires and regular employees hired after 7/15/14 will be 2.56%.
2. **Beginning in 2019:**
 - a. 13 step range will remain in place.
 - b. New hires: first step increase after hire (at 975 hours or 1040 hours/6 months) will always be 2.56%; subsequent step increases will be 5.12%.
 - c. Regular employees: scheduled step increases will be 5.12%.

Examples:

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

3. This method minimizes the potential of “leap frogging” pay rates.
4. No employee shall suffer a loss or reduction in base pay.
5. This results in advancing through the step system in half the current time. For newly hired employees hired at step 1, top step would be reached in 6.5 years vs 12.5 years.
6. This pay step system will apply only to employees currently on the 13 step system.

15.12 Methods of Salary and Wage Payment:

Employees hired after January 1, 2018, will be enrolled in Direct Deposit.

1) Direct Deposit

The standard, default method of payment for salary and wages is by electronic transfer to the employee's designated financial institution. Except as provided in Section 2) below, the newly hired employee will submit the "Authorization for Automatic Payroll Deposits" form in time for the preparation of their second pay period. The employee is responsible for informing the County of any changes in their designated financial institution. Pay advices will be available to all employees in accordance with Federal and State employment law and regulations.

ARTICLE 16 – SENIORITY

16.1 Definition:

Seniority shall be defined as follows:

- A. Total length of unbroken service within job classification.
- B. Total length of unbroken service within the Department/Division.
- C. Total length of unbroken service within the County.

16.2 Computing Seniority:

For the purpose of computing seniority, all authorized paid leaves except any leaves of absences 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 for such period of layoff.

16.3 Loss of Seniority:

The employee's earned seniority shall be lost for any of the following reasons:

- A. Discharge or resignation of the employee.
- B. Inability to return to work after one (1) year of sick leave except for on-the-job injuries, which cases may be extended by mutual agreement of the parties.
- C. Failure to report to work the first workday or shift following the expiration of the authorized leave of absence without an authorized extension.
- D. Layoffs exceeding an eighteen (18) month period.

- E. 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.

16.4 Reclaiming Former Position:

Any employee returning to work after an authorized leave may claim their former position if it still exists and if their seniority within this classification is greater than an employee currently holding such classification within their Department. If the position no longer exists or they do not have sufficient seniority to displace a current employee in that classification they may by first, Department seniority and second, by County seniority, claim an existing lower position within the Bargaining Unit for which they formerly held. Any current employee so displaced shall have similar rights to claim a lower existing position within the Bargaining Unit by seniority for which they formerly held.

16.5 Authorized Leave:

An employee on authorized leave of absence for the purpose of becoming a fulltime paid employee of the Union who subsequently returns to the Bargaining Unit shall retain their full seniority except for such period of leave not to exceed one (1) year.

ARTICLE 17 - DISCIPLINE AND DISCHARGE

17.1 Administration:

In the administration of this Section, a basic principle shall be that discipline, other than termination, should be corrective in nature rather than punitive. Oral reprimands will not be used as the basis for further disciplinary action after twelve (12) months if there have been no repeated offenses concerning the same matter as the reprimand. Written reprimands will not be used as the basis for further disciplinary action after twenty-four (24) months if there have been no repeated offenses concerning the same matter as the reprimand. Suspensions will not be used for the basis of further disciplinary actions after (60) months if there have not been any repeated offenses surrounding the reasons for a similar or like offense. The employee shall have the right to Union representation at all disciplinary actions or measures. The employer shall inform the employee when a meeting or investigation may result in disciplinary action.

17.2 Measures:

Disciplinary actions or measures shall include only the following:

17.2.1 Oral reprimand

17.2.2 Written reprimand and/or demotion (notice to be given to the employee in writing with reasons).

17.2.3 Suspension (notice to be given to the employee and the Union in writing with reasons within one (1) working day of the suspension).

17.2.4 Discharge (notice to be given in writing to the employee and the Union, with reasons, within one (1) work day of the discharge).

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

17.3 Any disciplinary action or measure may be grieved through regular procedures. The appeal of an oral reprimand is limited to an appeal to the HR Director. The decision of the HR Director shall be final and binding. The decision is not appealable.

17.4 The disciplinary measures above are listed from the least severe to the most severe. Repeated actions by an employee bringing about disciplinary measures may subject the employee to more severe measures. The level of the disciplinary action will be dependent on the severity of the incident. The Seven Steps of Just Cause Discipline are attached to this agreement as Appendix 2.

17.5 Suspension/Termination:

17.5.1 The Employer shall not suspend/terminate any employee without just cause.

17.5.2 In cases of suspension/termination, the employee shall have the right to a pre-suspension/pre-termination hearing. He/she shall be presented either orally or in writing with the nature of the charges against him/her, the facts supporting them, and the opportunity to respond to said charges. The 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 terminated.

17.5.3 Any employee 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.

17.5.4 In cases of suspension the following shall apply:

- a) A pre-suspension hearing may not be held if the incident warrants immediate action due to safety or security reasons.
- b) A response to the charges given to the employee shall be answered within twenty-four (24) hours.

ARTICLE 18 - GRIEVANCE PROCEDURE

18.1 Settlement of Disputes:

Any grievance or dispute which may arise between the parties, concerning the application, meaning or interpretation of this Agreement, shall be settled in the following manner and any grievance settled in any of the steps, including the informal process, found in this Article is final and binding. The parties may agree to extend any time limits contained in this Article. Both parties agree that they will meet at each step of the grievance procedure in an attempt to reach settlement. Time frames specified in this Article may be waived by mutual agreement of the parties in writing. All settlements reached in this Article at any step, including the informal process, shall be in writing and signed by the authorized representatives of the Union and Employer. Grievances will be submitted to the employees immediate supervisor with a copy to the HR Manager. Grievances may be submitted in person by regular mail or by e-mail. Grievances will be submitted on the official Union Grievance form,

18.1.2 The alleged violation must contain the following:

- 18.1.2.1 The specific contract provision violated.
- 18.1.2.2 The specific actions(s) that occurred.
- 18.1.2.3 Who the individual employee(s) are that are effected by the contract violation.
- 18.1.2.4 When the violation is to have taken place.
- 18.1.2.5 The remedy sought.

18.1.3 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 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 five (5) work days following the conclusion of the delay to proceed with the grievance process.

18.2 Informal Complaint:

18.2.1 Within seven (7) working days from the occurrence of the matter on which a complaint is based, or within seven (7) working days from his/her knowledge of such occurrence, an employee/Union Steward/Union Officer shall discuss his/her

complaint/contract violation in a meeting with his/her supervisor. Within five working days from the date of such discussion, the supervisor shall verbally reply to the complaint/contract violation. A shop steward or Union representative may be present.

18.2.2 If the issue remains unresolved, the Shop Steward may then proceed through the formal grievance process.

18.3 Formal Written Grievance:

A formal written grievance may be advanced to Step 2 or Step 3 by mutual agreement of the parties.

18.3.1 Step 1: Should the grievance not be settled through the informal procedures, the Union Steward shall submit it to the Union Grievance Committee. The Grievance Committee, if they find the grievance justified, shall within twenty three (23) working days from the employers response to the informal complaint, reduce the grievance to written form, in three (3) copies, including specific violation, background information and remedies sought, and submit it to the employee's Elected Official/Department Head or his/her designee. The Elected Official/Department Head or his/her designee shall, within five (5) working days of receipt of the Grievance Committee's formal written complaint, shall schedule a meeting for the purpose of hearing the complaint. The Elected Official/Department Head or his/her designee shall answer the complaint in writing within ten (10) working days after the hearing.

18.3.2 Step 2: Should the grievance not be settled in Step 1, it shall be submitted in writing within five (5) working days, of receipt of the Elected Official/Department Head or his/her designee's 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 Representative and the Grievance Committee with ten (10) working days of this meeting.

18.3.3 Step 3: Should the grievance not be settled in Step 2, either party may request arbitration, within thirty (30) working days after the reply of the Human Resources Director is due, by written notice to the other. A simultaneous request for a list of eleven (11) arbitrators from the Washington State Public Employment Relations Commission shall be initiated. The arbitrator shall be selected by the County and the Union within seven (7) days after the list is received. Both the County and the Union shall have the right to strike one (1) name from the panel. The process shall be repeated and the remaining name shall be the arbitrator for the grievance.

18.4 Hearing Attendance:

Attendance at the hearings conducted at Steps 1 or 2 shall be limited to the grievant, shop steward, and president of the Union or his/her designee. Witnesses required by either party for the processing of the grievance may attend with advanced notice to his/her employer.

18.5 Arbitration:

18.5.1 Both parties shall have the right to present written and verbal evidence to the arbitrator. An arbitrator's decision shall not involve any action by either party which is beyond its jurisdiction, nor shall a decision amend, alter or modify this Agreement, and its term shall be limited to the interpretation application of this Agreement. The decision of the arbitrator shall be final and binding on the parties, and the arbitrator shall be requested to issue his/her decision within thirty (30) working days after conclusion of testimony and argument.

18.5.2 Expenses for the arbitrator's services and the proceedings shall be borne completely by the party to receive the unfavorable decision. In case of a compromise decision being not clearly favorable to either party, the parties shall equally share the expense. However, each party shall be responsible for compensating its own representative and witnesses except as provided elsewhere in this Agreement. If either party desires a verbatim record of the proceedings, they may request such a record to be made, providing they pay for the record and makes copies available without charge to the other party and to the arbitrator. Grievances initiated by the Employer shall be processed in the same manner, but they shall be initiated at Step 2 with the Staff Representative.

**ARTICLE 19 - PROMOTIONS/VACANCIES/REASSIGNMENTS/
LATERAL TRANSFERS/NEW OPENINGS/DEMOTIONS/
REVIEW (PROBATIONARY) PERIOD**

19.1 Definitions:

1. Promotions: When an employee moves into a job classification with a higher pay range.
2. Vacancy: When an existing position is not occupied.
3. Lateral Transfer: The movement of any regular County employee from one Department to another within the same job class specification.
4. Demotion: When an employee moves into a job classification (position) with a lower pay range.

5. New Position: A created position.
6. Review Period: When an employee is new to a position, from either promotion or hired from outside another regular County position. During such period, an employee may be transferred, laid off or terminated at the discretion of the Employer. Review period employees continued in service of the Employers following the completion of the review period shall become regular employees.
7. Reassignments: Movement of an employee from one assignment to another within the same class specification (job classification).

19.2 Review (Probationary) Period:

1. For employees promoted from another regular County position, the first six (6) months, one thousand forty (1040) straight time hours worked if on a 40 hour workweek or nine hundred and seventy-five (975) if on a 37.5 hour workweek, shall be their review period. During such period an employee may either voluntarily return to their former classification or be involuntarily returned to their former classification by their Supervisor. In the event an employee returns to their former classification they shall retain all seniority time accrued, less all time they may have accrued as a Supervisor.
2. Qualified employees who are already a Supervisor laterally transferring from one Department to another may return to their former position within forty-five (45) days of the change of positions. The employee's Supervisor may have the employee returned to their former assigned position within forty-five (45) days of the change in positions.
3. Employees displaced by Supervisors returning to their former positions during their formal review period will be returned to their former position and shall retain all seniority time accrued, less all time they have accrued as a Supervisor.
4. For employees hired from outside another regular County position the first twelve (12) months, two thousand eighty (2080) straight time hours if a 40 hour workweek or one thousand nine hundred and fifty (1950) if a 37.5 hour workweek, worked shall be their review period. During such period and employee may be transferred, laid off or terminated at the discretion of the Employer. Review period employees continued in service of the Employer following the completion of the review period shall become regular employees.

19.3 Promotions:

Promotions to a higher classification within the Bargaining Unit shall be based on ability, then seniority.

19.4 Demotions:

1. Voluntary demotions from higher to lower classifications within the Bargaining Unit may be made at the request of the employee with the approval of Management.
2. Involuntary demotions will be made based on the staffing needs of the individual Department/Division and/or job performance of the individual employee. Such determination shall be supported by appropriate documentation by Management and is subject to the grievance process, except during the review period.
3. Employees involuntarily demoted from positions within the Bargaining Unit to positions outside the Bargaining Unit will be made as follows with base unit agreement:
 - a) If the demotion is the result of layoff and the employee formerly worked in the base unit when initially promoted to Supervisor, that employee may return to the base unit and retain all seniority accrued while working in the base unit. They will not add seniority accrued while working as Supervisor to the seniority accrued while working in the base unit. If the base unit seniority is insufficient to secure a position in the base unit, they will be laid off in accordance with the terms of the layoff procedures of the base unit agreement, if any.
 - b) If the demotion is the result of a disciplinary measure and the employee formerly worked in the base unit, that employee will not be allowed to displace a base unit member. They will not add seniority accrued while working as Supervisor to the seniority accrued while working in the base unit. If the base unit seniority is insufficient to secure a position in the base unit, they will be laid off in accordance with the terms of the layoff procedures of the base unit agreement, if any.
 - c) If the employee had no working experience in a base unit before being initially promoted to Supervisor, that employee may be placed in a base unit with no seniority, except County seniority if any. Time worked as a Supervisor will not be applied toward any base unit provisions.
 - d) If the base unit seniority is insufficient to secure a position in the base unit, they will be laid off in accordance with the terms of the layoff procedures of the base unit agreement, if any.

19.5 Filling Vacancies:

When a job vacancy within the Department occurs, that the employer deems necessary to be filled, a notice shall be posted concurrently in the base unit Department/Division where the opening exists and the Supervisor Bargaining Unit for a period of five (5) working days.

ARTICLE 20 - LAYOFFS

20.1 Layoffs:

In the event of a layoff for any reason, employees shall be laid off in inverse order of their seniority as follows:

1. Total unbroken length of service within the Department/Division; within job classification;
2. Total unbroken length of service in their Department/Division;
3. Total unbroken length of service with the County.

Employees being laid off shall be given written notice thirty (30) full calendar days prior to their layoff. No layoffs or reduction to lower classification shall be executed so long as there are temporary employees serving within the affected classification within the Department/Division.

Employees who were laid off or reduced in lieu of layoff shall have the first opportunity to fill vacancies in their former classification/Department/Division in accordance with the demotion provisions provided the employee had previously held the position. Seniority will apply in the same manner as if the layoff was a demotion.

Laid off or reduced employees shall be recalled in inverse order of their layoff or reduction in the following order:

1. Total unbroken length of service within the Department/Division; within job classification;
2. Total unbroken length of service in their Department/Division;
3. Total unbroken length of service with the County.

Recall rights under this paragraph shall be limited to eighteen (18) months from the date of layoff or reduction.

20.2 Bumping:

See individual Letters of Understanding regarding bumping within the other Departments listed under this Agreement.

ARTICLE 21 - GENERAL CONDITIONS

21.1 Work Rules:

The employer agrees to notify the Union of any changes in existing work rule(s) or the establishment of new work rules.

21.2 Personnel Files:

21.2.1 Maintenance: One (1) personnel file shall be maintained and located at the Human Resources Department and one (1) at the individual Departments. Those files shall contain employment-related documents. On request, employees may review their personnel files. Employees may receive one (1) copy per year of all documents in their personnel files.

21.2.2 Review and Release: The employees shall be given a copy of and have an opportunity to review any and every disciplinary or performance related document prior to it being placed in their personnel file. Any documentation created concerning the employee's performance that is placed in the employee's personnel file shall be placed in the file in a timely fashion from the date of occurrence(s).

21.2.3 Removal of Documents:

A. Adverse material or information related to alleged misconduct that is determined to be false and all such information in situations where the employee has been fully exonerated of wrongdoing will be removed from employee files. However, the Employer may retain this information in a legal defense file and it will only be used or released when required by a regulator agency (acting in their regulatory capacity), in the defense of an appeal or legal action, or as otherwise required by law.

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

1. There has been no subsequent discipline of a similar or like nature; and
2. The employee submits a written request for removal.

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

1. There has been no subsequent discipline of a similar or like nature; and
2. The employee submits a written request for removal.

21.3 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 Unions Staff Representative and the parties will discuss the relevance, necessity and possible costs associated with the request.

21.4 Dress Code:

Employees shall generally be allowed to choose their individual manner of dress: However, the Employers may require reasonable dress standards commensurate with the job.

21.5 Uniforms and Protective Clothing:

21.5.1 If any employee is required to wear an uniform, protective clothing or any type of protective device as a condition of employment such uniform, protective clothing or protective device shall be furnished, replaced as necessary and repaired by the Employer.

21.6 Personal Property:

21.6.1 The Employers will repair or replace clothing, eyeglasses and personal property if damaged in an accident not to exceed actual cash value of such property that is damaged or destroyed in the line of duty. Nothing in this section is meant for the Employers to repair or replace damaged or destroyed property if the payment can be secured by the Court.

21.7 Mileage:

21.7.1 Employers agree to furnish employees' transportation necessary to perform their official duties. In the event the Employer's automobiles are not available, employees using their own automobiles shall be compensated in accordance with IRS provision for all miles driven; or at a rate specified by Spokane County Code, whichever is greater, by mutual agreement between the Union and the County.

21.8 In-House Services:

All County Departments which provide services for other Departments shall be afforded an opportunity to bid on the requested job and/or service prior to an outside bid being considered. The County and the Union recognize that contracting out bargaining unit work is negotiable.

21.9 Reasonable Suspicion Substance Abuse Testing:

Reasonable suspicion testing for alcohol (Breath Alcohol Content – BAC), marijuana (THC) or controlled substances (Urine Analysis – UA, employee may request a blood test) may be directed by the Employer for any employee when there is reason to suspect that alcohol, marijuana (THC) 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 and Union representative shall meet with Employer/Supervisor to assess the situation before any testing is warranted. Reasonable cause that an employee is under the influence of a drug and/or alcohol will be based on specific facts and/or reasonable inferences derived from those facts.

If Employee, Employer and Union representative are unable to resolve the situation and reasonable suspicion exists, employees must submit to alcohol, marijuana (THC) and/or controlled substance testing when requested by the Employer. A refusal to test is considered the same as a positive test. When an employee is referred for testing, he/she will be timely transported to an authorized testing facility by the Employer. The cost of transportation and reasonable suspicion testing, including the employee's salary will be paid by the Employer.

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

ARTICLE 22 - LOCKOUTS AND STRIKES

22.1 Lockouts:

No lockouts of employees shall be instituted by the Employers during the term of this Agreement.

22.2 Strikes:

No strikes, slow down or disruptions of work of any kind shall be caused or sanctioned by the Union during the term of this Agreement. At no time, however, shall employees be required to act as strike breakers or to go through picket lines.

ARTICLE 23 - AUTHORIZED AGENTS

For the purposes of administering the terms and provisions of this Working Agreement:

- 23.1** The County's principle authorized representative shall be the County Human Resource Manager or his/her duly authorized representative (Address: 824 North Adams Street, Spokane, WA 99260, Telephone: (509) 477-2880) except where a particular County representative is specifically designated in connection with the performance of a specified function or obligation set forth herein.
- 23.2** The Union's authorized representative(s) shall be the Staff Representative or his/her duly authorized representative of the Washington State Council of County and City Employees (Address: 1105 W. Francis Ave., Suite C, Spokane, WA 99205, Telephone: (509) 328-2830).

ARTICLE 24 - SAVINGS CLAUSE

- 24.1** For the purposes of this Section, the Agreement shall consist of the Master Contract and all Supplemental Agreements reached pursuant to this contract.
- 24.2** Should any Article, Section, or portion thereof, of this Agreement be held unlawful and unenforceable by any court of competent jurisdiction, such decision of the court shall apply only to the specific Article, Section, or portions thereof directly specified in the decision; upon issuance of such a decision, the parties agree immediately to negotiate a substitute for the invalidated Article, Section, or portion thereof. Supplemental Agreements modifying provisions of this Agreement shall be attached to the Master Contract.

ARTICLE 25 - AGREEMENT MODIFICATIONS

This Agreement may be amended, provided both parties concur in writing. Modifications shall 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. Agreements thus completed will be signed by the responsible Union and County officials. Agreements thus executed shall become a part of this Contract and subject to all its provisions. All supplemental/side agreements will be coordinated through the authorized Representative of the County and Council #2 as designated in Article #24, the affected Department Head/Elected Official, and the Local President, to ensure consistency and continuity.

ARTICLE 26 - EFFECTIVE DATE, CONTRACT PERIOD AND CHANGES

26.1 Effective Date: The term of this Agreement shall be January 1, 2018 through December 31, 2020. Unless specified otherwise, the terms of this Agreement shall become Effective on the day of signing.

AGREEMENT

Between

**SPOKANE COUNTY BOARD OF COUNTY COMMISSIONERS;
SPOKANE COUNTY ASSESSOR; SPOKANE COUNTY AUDITOR;
SPOKANE COUNTY CLERK; SPOKANE COUNTY TREASURER; JUVENILE COURT
SERVICES, SPOKANE COUNTY PROSECUTOR; DETENTION SERVICES; SHERIFF'S OFFICE
and "9-1-1" EMERGENCY COMMUNICATIONS
and
1553-S OF WASHINGTON STATE COUNCIL OF COUNTY
AND CITY EMPLOYEES, AFSCME, AFL-CIO**

JANUARY 1, 2018 THROUGH DECEMBER 31, 2020

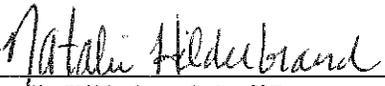
Unless specified otherwise, the terms of this agreement shall become effective on the day of signing.

IN WITNESS THEREOF, the parties hereto have set their hands this
28th day of August, 2018.

FOR THE UNIONS:



Tony Johnson, President Local 1553-S

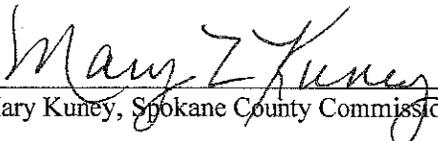


Natalie Hilderbrand, Staff Representative

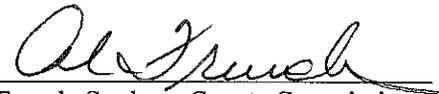
FOR THE EMPLOYER:



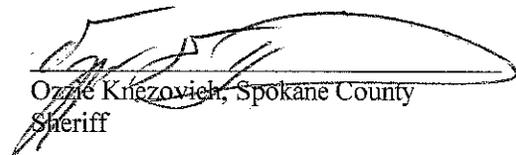
Josh Kerns, Spokane County Commissioner



Mary Kuney, Spokane County Commissioner



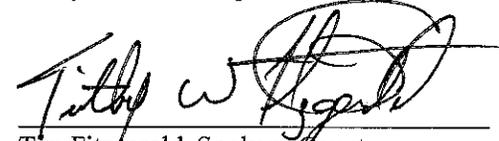
Al French, Spokane County Commissioner



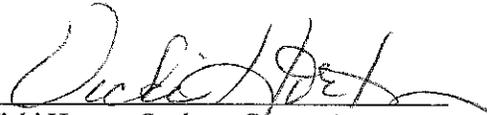
Ozzie Knezovich, Spokane County Sheriff

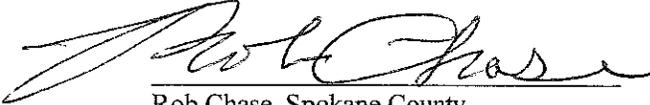


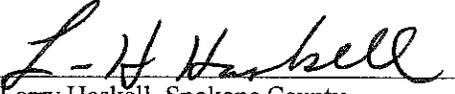
Vicky M. Dalton, Spokane County Auditor

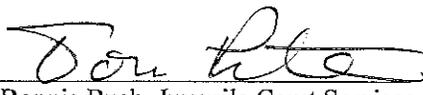


Tim Fitzgerald, Spokane County Clerk


Vicki Horton, Spokane County Assessor

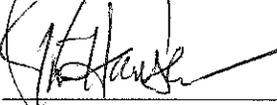

Rob Chase, Spokane County
Treasurer


Larry Haskell, Spokane County
Prosecutor

TORI PETERSON 
~~Bonnie Bush~~, Juvenile Court Services
Director

for 
Lorlee Mizell, 9-1-1 Emergency Communications
Director


John McGrath, Detention Services
Director


Tim Hansen, Human Resource Director


Randy Withrow, Human Resource Manager

**APPENDIX #1 - LOCAL 1553-S
CLASSIFICATIONS**

<u>Class No</u>	<u>Class Title</u>
1002	Staff Assistant 2
1022	Office Supervisor
1098	Voter Services Supervisor-Elections
1106	Assistant Elections Superintendent
1115	County Clerk Division Supervisor
1116	Tax Collection Supervisor
1119	Recording Supervisor – Auditor
1121	Appraisal Supervisor
1204	Accounts Payable/Payroll Supervisor
1209	Accounting Supervisor
1224	Senior Buyer (Buyer 4)
1245	Finance Manager
1246	Senior Finance Manager
1419	Commercial Property Appraisal Supervisor
1421	Residential Property Appraisal Supervisor
1422	Property Records Supervisor
1612	Senior Telecommunications Spec.
1645	Database Administrator
1649	G I S Manager
1655	Property Info/G I S Coordinator
2010	Trades Supervisor
2021	Assistant Golf Course Superintendent
2403	Park Planner
3216	Data System Supervisor
4012	Communications Supervisor
4017	Forensic Unit Supervisor
4019	Food Manager
4047	Fleet Manager
4052	Jail Office Supervisor
4061	Mental Health Manager
4064	911- Emergency Communication Supervisor
4104	Victim Witness Program Coordinator
4307	Probation Officer 2 (Juvenile)
4312	Food Service Manager-Geiger
4321	Work Release Supervisor
4323	Nurse Manager – Juvenile
4324	Case Management Supervisor – Geiger
4327	Detention Shift Supervisor
4329	Juvenile Detention Systems Manager
4333	Juvenile Court Unit Supervisor

APPENDIX #2- SEVEN STEPS OF JUST CAUSE DISCIPLINE

Seven Tests of Just Cause

1. Reasonable Rule or Work Order. Is the rule or order reasonably related to the orderly, efficient, and safe operation of the business?

- Is the rule or instruction straightforward and stated in language that is easy to understand?
- Have you been consistent and unbiased in applying the rule or standard? Is it applied consistently throughout your department?
- What is your department's discipline record for violation of this rule or standard?

2. Notice. Did the employee receive adequate notice of the work rule or performance standard and the possible consequences of failure to comply?

- Is the violated work rule or performance standard published? Is it up to date and relevant to the business needs of your unit?
- How was the employee made aware of it (department orientation, bulletin board, desk manual, staff meeting notes, prior oral or written communication, employee's job description, written standards)?
- What evidence do you have that the employee is aware of it, and understands it (new employee orientation, signature on a routing slip, signoff page)?
- Have you reviewed the employee's personnel file?
- Has this issue been raised in performance appraisals or previous disciplinary actions?
- If so, how recently?
- Prior notice may not be necessary in cases of serious misconduct such as theft, insubordination, or job abandonment.

3. Sufficient Investigation. Did you conduct an investigation before making a decision about taking disciplinary action?

- Why do you suspect that a work rule violation or performance discrepancy occurred?
- Can the employee perform the task? Is there a history of successful performance, or could the employee need additional training?

- Are there witnesses other than you? List others who may have knowledge of the issue through involvement or as witnesses (supervisors, employees, clients).
- Interview them and take notes.
- Are there written records pertinent to the case in your department or elsewhere at the County? Should in-house records be secured under lock and key during the investigation?
- Are there written processes or procedures which have a bearing on the case?
- Is there equipment that should be examined by you or experts?
- Do you need to call Internal Audit or Law Enforcement? If you suspect misappropriation of County resources, you should immediately contact Internal Audit and your Human Resources Consultant. Your own investigation will proceed, but other offices may provide information which becomes part of your evidence.

4. Fair Investigation. Was your investigation fair and objective?

- How long ago did the alleged infraction occur? (Unnecessary delays may send a message that you don't consider the infraction to be serious.)
- If you think you already know what happened, have you looked only for evidence to support your theory?
- Should you conduct the investigation, or are you too close to what happened to be objective?
- Should the employee remain on the work site during the investigation? (Do you fear sabotage, or is the employee a threat to others?)
- Have you made every effort to reconcile conflicting statements or other conflicting evidence? Are you prepared to discard what you cannot validate?
- Have you given the employee a chance to appear (with a representative if applicable), to tell their side of the story and respond to the evidence you have gathered?

5. Proof. During your investigation, did you find proof of misconduct or of a performance discrepancy?

- What conclusions are clearly supported by the evidence you gathered?

- Remember that evidence must be truly substantial, not flimsy or slight, to form a basis for taking disciplinary action.

6. Equal Treatment. Have you dealt with your employees equally, without discrimination?

- Are work rules applied consistently?
- Are all employees held accountable for the performance standards established for their positions?
- Have similarly situated employees (similar records and infractions) received the same discipline?
- What is your department's record for taking disciplinary action for this type of infraction? What is the County's record? (Explore this with your Human Resources Consultant.)

7. Appropriate Discipline. How do you decide what's appropriate?

- Is the discipline you propose to take reasonably related to the seriousness of the problem? (Did the violation pose serious safety problems or create work flow disruptions for the department?)
- Is it reasonably related to the employee's record (length of service and overall performance)? Is this violation part of a pattern?
- Do you have the authorization to take this action, or should you have it reviewed by the next level of management?
- A minor infraction does not merit harsh discipline unless it is a repeat occurrence by the employee.
- Given the same violation for two or more employees, their respective records of service provide the only basis for administering different disciplinary actions without being subject to a charge of discrimination.
- What personnel program is the employee part of (Union contract, etc.)?
- Consult your Human Resource Consultant.