

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, 20___, through December 31, 20___

Non-Economic Proposal #2

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.
- 5.1 **Union Security**

The Employer recognizes the Washington State Council of County and City Employees, AFSCME, Council 2 and its affiliated locals (hereinafter the Union) as the sole and exclusive bargaining representative in all matters concerning wages, hours, and other conditions of employment for all employees described in the recognition clause.

The Employer shall remain neutral when communicating with employees about Union membership and direct the employee to discuss Union membership with either the Local President or a Union Staff Representative.

For current Union members and those who choose to join the Union, the Employer shall deduct once each month all Union dues and fees uniformly levied and shall continue to do so for such time and on conditions set forth in the authorization for payroll deduction regardless of the employee's continued membership in the Union. The Employer shall transfer amounts deducted to Council 2. Authorizations for Payroll Deduction and Representation are valid whether executed in writing or electronically.

Upon receipt of the employee's written authorization, the Employer will deduct from the employee's salary an amount equal to the dues required to be a member of the Union. The Employer will provide payments for the deductions to the Union at the Union's official headquarters each pay period.

Forty-five (45) calendar days prior to any change in dues, the Union will provide the Human Resources Department and Payroll Department, the percentage and maximum dues to be deducted from the employee's salary.

The Employer shall provide an electronic copy of the Authorization for Payroll Deduction and Representation card via email to C2everett@council2.com within ten (10) calendar days of the employee executing the document. The Union shall provide the Employer proof (written, electronic, or recorded voice authorization) a copy of the Authorization for Payroll Deduction and Representation card via email to AuditorPayroll@spokanecounty.org within ten (10) calendar days of the employee executing the document. The Employer shall provide to the Union monthly a complete list of all bargaining unit members that includes: Employee name, work address, home address, work phone, work email, birth date, hire date in current bargaining unit, job classification, department, hours worked and monthly base wage.

Union payroll authorization cards are valid whether paper or electronic and the Employer & the Union shall maintain their copies of the Union's Authorization for Payroll Deduction and Representation cards in a secure locations that is are available to the Union for review by either party upon request.

An employee may revoke his or her authorization for payroll deduction of payments to the Union by written notice to the Employer and the Union in accordance with the terms and conditions of their signed authorization card. If the Employer determines that it appears that the employee has revoked his or her authorization for payroll deduction in accordance with the terms and conditions of their signed authorization card, every effort will be made to end the deduction effective on the first payroll period following their revocation, and not later than the second payroll period. The Union has the right to challenge any employer action to revoke a dues deduction authorization by filing a grievance under the collective bargaining agreement grievance procedure.

5.2 P.E.O.P.L.E Checkoff:

The Employer agrees to deduct from the wages of any Union member a P.E.O.P.L.E. (Public Employees Organized To Promote Legislative Equality) deduction as provided for in a written or electronically executed AFSCME (American Federation of State, County and Municipal Employees) authorization. An executed authorization may be revoked by the employee at any time by giving written notice to both the Employer and the Union (AFSCME). The Employer agrees to remit any deductions made pursuant to this provision promptly to the Union (AFSCME) together with an itemized statement showing the name of each employee from whose pay such deductions have been made and the amount deducted during the period covered by the remittance. The Employer will transfer amounts deducted to the AFSCME P.E.O.P.L.E. program.

5.3 New Hire Orientation:

The Employer agrees to notify the Union Staff Representative in writing of any new positions and new employees. At least two (2) working days prior to the orientation of the new employee, Once per month, the Employer shall provide an electronic format list with the names of the employees, job title, local affiliation and Department. A Union official shall, at no loss of pay, be granted up to thirty minutes, unpaid, to meet with the new employee(s), if they so choose, at a time that is mutually agreeable between the Union and the Department. at the conclusion of the orientation presentation, to provide each new employee a basic overview of the employees' rights and responsibilities regarding Union membership, dues authorization and Union insurance.

5.4 Union Indemnity:

The Union will indemnify, defend and hold the Employer harmless against any claims made and against any suit instituted against the Employer which may arise by reason of any action taken by the Employer to comply with the provisions of this Article, including reimbursement for any legal fees or expenses incurred in connection with such action. The Employer will promptly notify the Union in writing of any claim, demand, suit or other form of liability asserted against it relating to its implementation of this article.

5.5 Each employee shall be protected by RCW 41.56.122 (1).

5.6 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.

5.7 Definitions:

5.6.1 Regular Employee: An employee who has successfully completed their probationary period. The term of the probationary period is twelve (12) months. This period may be extended to account for any leave of absence, paid or unpaid, that the employee may take. Should an employee promote during their probationary period, their probation period will not be extended unless by mutual agreement between the Union the Elected Official/Director or their designee. The employee shall forfeit all rights to bump back to any position(s) held prior to their promotion.

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.~~

5.6.3 Percentage/Job Share Employee: A regular employee who **works less than 37.5 hours on a continuing basis.** 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.

5.6.4 **Probationary Period:**

5.6.4.1 **New Hire Probation Period shall be a period of twelve (12) months following their hire date. This period may be extended to account for any unpaid leave of absence taken by the employee during this time period.**

5.6.4.2 **Promotional Probation Period shall be a period of six (6) months following the effective date of their promotion. This period may be extended to account for any unpaid leave of absence taken by the employee during this time period.**

5.6.4.3 **Should an employee promote during their new hire probationary period, they shall remain on probation for the remainder of their new hire probationary period or six (6) months, whichever is longer.**

5.6.4.4 **Employees who promote during their new hire probation period shall not be eligible to revert back to their former position, unless mutually agreed to by their former Elected Official/Department Head or designee.**

5.6.4.5 **During such period an employee may be transferred, laid off or terminated at the discretion of the Employer.**

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.

Non-Economic Proposal #3

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 workplace. Such approval shall not be unreasonably withheld. Absences from the workplace of ~~30~~ **15** 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 workplace.

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 **and approval by** 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:

7.2.3.2 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 **without** 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 ensure adequate staffing, no more than ~~ten percent (10%)~~ **one (1)** of the employees **Local 1553-S employee** 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

Non-Economic Proposal #4

ARTICLE 9 – PAID TIME OFF (PTO)

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) and Long Term Disability (LTD):

- a. **Employees will be eligible for STD & LTD benefits in accordance with the County's policy.** ~~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 **37.5 hour employees** ~~seven and one-half (7.5) hour shift~~)/ sixty-four (64) hours (for **40 hour employees** ~~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.

Non-Economic Proposal #6

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 **no more than** five (5) consecutive days followed by **no less than** two (2) days of rest, **unless by mutual consent between the employee and the employee's Elected Official/Department Head or designee**. ~~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 **may** 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, workdays 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 **but will not count toward overtime eligibility.**

Non-Economic Proposal #7

ARTICLE 13 - LEAVES OF ABSENCE

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. **If employees are eligible and have the capability to work from home, are expected to continue working from home for the duration of the closure. Employees who are unable to perform their job-related duties from home may elect to go unpaid or use accrued time for the time missed due to the closure,** and they shall be paid for the time off the job. Such pay shall not be charged to accrued leave time. **Employees may elect to go unpaid or use any accrual to cover any missed hours due to the County operations being shutdown.**

Non-Economic Proposal #8

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. **If the County makes updates to a classification specification, the County will provide the Union fourteen (14) days notice prior to the implementation of the revised specification.** The Union will have 20 working **fourteen (14)** days from receipt of the notice to negotiate **discuss** 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. **In the event the County conducts a job analysis and/or wage study during the term of this agreement that causes a classification's wage range to change, the County will notify the Union twenty-one (21) days prior to implementation. During this time period, the Union must request to bargain the impacts of the change.**

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 **one**-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.

Non-Economic Proposal #9

ARTICLE 16 – SENIORITY

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.

Non-economic Proposal #10

ARTICLE 17 - DISCIPLINE AND DISCHARGE

- 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 **Senior** HR Director **or their designee**. The decision of the **Senior** HR Director **or their designee** 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.

The County withdraws it's proposed deletion in 17.4. TA on February 15, 2022

Non-Economic Proposal #11

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 **Labor Relations** 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,

18.3.2 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 **Senior HR Director or their designee** Human Resources Director. Within five (5) working days of receipt of the complaint, the **Senior HR Director or their designee** Human Resources Director will set a date to hear the complaint. The **Senior HR Director or their designee** 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 **Senior HR Director or their designee** 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.

18.6 Liability:

No monetary claim by an employee covered by this Agreement or by the Union against the County shall be valid beyond the pay period prior to the pay period in which the grievance was first filed in writing, unless the circumstances of the case made it impossible for the employee,

or the Union, as the case may be, to know that the employee or the Union has grounds for such claim prior to that date, in which case, the claim shall be limited retroactively to a period of forty-five (45) days prior to the date the claim was first filed in writing. This provision shall not apply to arbitrator's decisions regarding suspensions or discharges.

Non-Economic Proposal #12

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

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)~~ **thirty (30)** days of the change of positions. The employee's Supervisor may have the employee returned to their former assigned position within ~~forty-five (45)~~ **thirty (30)** 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.

19.4 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.

Non-Economic Proposal #13

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 **or Civil Service (Sheriff employees only)** 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 **by the Union Representative**, 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~~ **The County** agrees to furnish employees' transportation necessary to perform their official duties. In the event **County** the Employer's automobiles are not available, employees using their own automobiles shall be compensated in accordance with IRS provision for all **business** 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 representation shall meet with Employer/Supervisor to assess the situation before any testing is warranted. Reasonable cause that an employee is under the influence of a drug and/or alcohol will be based on specific facts and/or reasonable inferences derived from those facts.~~

~~If Employee, Employer and Union representative are unable to resolve the situation and reasonable suspicion exists, employees must submit to alcohol, 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.~~

21.9 Nothing in this agreement or any supplemental agreement shall be construed to diminish the County's right to have non-represented employees, supervisors, or other non-represented employees from performing bargaining unit work for the purpose of instruction, experimentation, correcting work

difficulties, relieving employees for short periods of time, emergency situations, or in the interest of productivity, efficiency, and quality. The County will not, however, use non-bargaining unit employees to replace unit employees.

Non-Economic Proposal #14

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.

22.1 The parties agree that there shall be no lock out or suspension or disruption of work through any complete or partial stoppage of work, boycott, concerted action, demonstration, picketing, bannering, refusal to do reasonably assigned work, shutdown, slowdown, or any other similar actions or conduct whatsoever which causes, might cause, or results in interference with or in any way disturbs the normal operation of any Spokane County owned location.

22.2 The County shall have the right to discharge or discipline any employee participating in any activity in contravention of this Article, including any strike, slowdown or other suspension of work; and the Union agrees not to oppose such action. However, it is understood that the Union shall have recourse to the Grievance Procedure as to matters of fact in the alleged action of such employee.

22.3 In the case of any activity in violation of 22.1 of this Article, including strike, slowdown or other suspension of work not authorized by the International Union, the Local Union, or any of their officers, the County agrees that neither the International Union, the Local Union, nor their officers shall be liable for damages, provided that the Union shall promptly and in good faith uses every reasonable means at its disposal and in good faith use every reasonable means at its disposal to bring about an immediate end to the conduct.

Non-Economic Proposal #19 - *The County withdraws it's proposal to remove this appendix from the CBA.*

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.

Non-Economic Proposal #20

Appendix # - Normal (Lag) Pay System

- NEW** The employees shall be paid in accordance with the County's payroll schedule. The County will implement a County wide lag pay system no earlier than January 1, 2023 or December 31, 2023. A six (6) month notice will be provided to the bargaining unit prior to implementation.
- If implemented on January 1, 2023, the first pay period will be as follows: Start January 1 through pay end date January 14, 2023. Employees will be paid on January 20, 2023. (a one-time, 7 day delay in pay checks being issued)
 - If implemented on December 31, 2023, the first pay period will be as follows: Start December 31, 2023 through pay end date January 13, 2024. Employees will be paid on January 19, 2024 (a one-time, 5 day delay in pay checks being issued).
 - Once the lag pay system is implemented, employees will be paid bi-weekly on every other Friday.
 - Pay periods will always be a 14 day period.
 - The number of yearly pay periods will be changed from 24 pays to 26 pays.
 - In recognition that this change could have an impact on employees, options that may be offered to the employees to bridge this delay will be:
 - o The ability to do a one-time cash out of accrued Vacation or Comp time up to forty (40) hours.
 - o Ability to take out a 0% interest loan out that will be repaid during the course of their employment or upon separation.
 - o If any other options are developed at the time of implementation, the options will be offered to the members of this bargaining unit.
 - If there is a delay or change in the implementation for this bargaining unit, at least 60 days notice will be given.