

2022 Negotiations between  
Spokane County  
and  
Council 2, the Master Coalition, Locals 1135, 1553,  
492-FC, 492-J, & 492-SP

County's Non-Economic Proposals  
February 16, 2022

\*\*All proposals maybe withdrawn at any time by either party. All final tentative agreements are subject to approval by both the Union's voting membership and the Spokane County Board of County Commissioners.

Non-Economic Proposal #2

## **ARTICLE 4 - UNION RECOGNITION AND BARGAINING UNITS**

**Locals Represented:** The Employer recognizes Locals 492-J, 492-RFFC, 492-SP, 1135, and 1553 of the Washington State Council of County and City Employees of the American Federation of State, County and Municipal Employees, Council 2, AFL-CIO, to be the sole and exclusive bargaining agent for all matters of wages, hours and working conditions over which the Employer is obligated by law to collectively bargain with respect to the employees in positions with in the respective bargaining units represented by the Union as identified in the appendices and the departments identified in the appendices. For District Court, see the Preamble. **(TA – 02/16/2022)**

### **4.3.1 Local 1553:**

4.3.1.1 The Employer recognizes Local 1553 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 for the purpose of collective bargaining with respect to wages, hours and working conditions of the regular employees in classifications listed in Appendix #1 in the departments of Assessor; Auditor; Treasurer; Clerk, Purchasing; Office of Pre-Trial Services; Information Technology; Building and Planning; Facilities Maintenance; Parks, Recreation, and Golf; Fair and Expo Center: SCRAPS; ~~9-1-1~~ Emergency Communications; Spokane County Juvenile Court Support Staff; Public Defender Support Staff; Prosecutor Support Staff; Veterans Services; ~~Risk Management~~; and Community Services, Detention Services, Housing and Community Development: Auto Licensing, Election and Medical Examiner, 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.

**4.3.4 Local 492-RFRC:** The Employer recognizes Local 492-RFFC 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 exclusive bargaining representative for all regular employees listed in the classifications found in Appendix #4 in the ~~Radio and Identification~~ **Forensic and Crime Analysts** and sections of the Sheriff's Department for the purposes of collective bargaining with respect to wages, hours and other conditions of employment. **(TA – 02/16/2022)**

Non-Economic Proposal #3

## 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 within 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— Employee Termination~~

~~5.6.1 Upon failure of any employee to comply with the provisions of this article, the Union may then notify the Employer of such failure in writing. The Employer shall then notify that employee that they must join the Union as a condition of employment. They shall further inform the employee that failure to comply shall result in termination. Effective date of separation shall be seven (7) working days following the date of receipt of the notice unless the union notifies the employer that payment has been received.~~

~~5.6.2- The Union agrees to hold the Employer harmless for any and all actions that may be brought against the employer for enforcing the provisions of this Article.~~

### 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](mailto: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](mailto: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 Hires 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.**

## **5.7 Definitions**

**5.7.1 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.** 1950 actual hours worked if work a 37.5 hour work week or 2080 actual hours worked if work a 40 hour work week. This probationary period will supersede supplemental labor agreements if less of a probationary period is contained in the supplemental labor agreement.

**5.7.2 Full Time Employee:** A regular employee who regularly works a minimum of a **37.5 hours per week** 162.5/173 hours per month on a continuing basis.

~~**5.7.3 Part Time Employee:** A regular employee who works less than a 162.5/173 and more than 81.25/86.5 hours per month on a continuing basis and receives benefits on a true pro-rated basis.~~

~~**5.7.4 Job Share:** Two or more regular employees who share the duties, responsibilities of a job specification and normal work hours of a single, full time position. Not all positions lend themselves to this arrangement and Job Share requires approval from the Elected Official/Department Head.~~

~~**5.7.5 Percentage Employees:** An employee who works less than **37.5 hours** the regular full-time work week (37.5 or 40 hours) on a continuing basis. Percentage employees require a separate signed agreement between the Union, employee and Elected Official/Department Head.~~

Non-Economic Proposal #4

## ARTICLE 6 - UNION/MANAGEMENT RELATIONS

6.3.1 The employers will provide the union(s) with official written notice of their intent to make changes that fall within the terms of Article 6.3. This notice will provide the union(s) with the intended changes and target implementation date but will be no less than **seven (7) fourteen (14) calendar days** ~~four (4) weeks~~ prior to the target implementation date.

This ~~four (4) week~~ **seven (7) fourteen (14) calendar day** period is provided as a comment period for the unions(s) to meet with the employer, make comments/suggestions or negotiate if applicable. The Union and Employer recognize that a timely resolution is in the interest of all parties. All efforts shall be made to resolve issues in a timely manner. Time frames may be extended by mutual agreement.

Non-Economic Proposal #5

## 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 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 who may deny the request pursuant to 7.1 above 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.

**7.3 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 per bargaining unit in any calendar year to attend or represent the Union at Union functions. ~~Unused days will be available for each bargaining unit's use beyond the ten (10) days by mutual agreement between the bargaining unit and the employer. 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 **one (1)** ~~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. Individual employees can use~~



~~a maximum of ten (10) days per calendar year to attend Union functions.~~  
Exceptions to the above limitations can be made by mutual agreement.

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

Non-Economic Proposal #6

## ARTICLE 9 - ANNUAL LEAVE

### 9.1 Eligibility and Allowance:

9.1.1 Employees shall start to earn annual leave allowance as of the first of the month nearest their date of hire. Employees hired on or before the 15th of the month shall receive credit for the full month. Employees hired after the 15th of the month shall not receive credit for that month. ~~Newly hired probationary employees shall not be eligible to take paid vacation until they have accrued six (6) days of vacation.~~ Employees separating from service on or before the 15th of the month will not receive any credit for that month. Employees separating after the 15th of the month will receive credit for the full month.

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

~~9.1.2.1 One (1) working day per month for all employees having less than five (5) years of service.~~

~~9.1.2.2 One and one-fourth (1-1/4) days per month for all employees having at least five (5) years of service, but less than ten (10) years of service.~~

~~9.1.2.3 One and one-half (1½) days per month for all employees having at least ten (10) years of service, but less than fifteen (15) years of service.~~

~~9.1.2.4 One and three-quarter (1-3/4) days per month for all employees having fifteen (15) years of service, but less than twenty (20) years of service.~~

~~9.1.2.5 Two (2) days per month for all employees having twenty (20) years of service, but less than twenty-five (25) years of service.~~

~~9.1.2.6 Two and one-quarter (2-1/4) days per month for all employees having twenty-five (25) years or more of service.~~

<b>37.5-hour Employee Accruals</b>			
<b>Years of Service</b>	<b>Hours Accrued Per Month</b>	<b>Annual Accrual Amount</b>	<b>Max Accrual Amount</b>
<b>0-4 Years</b>	7.5	90	180
<b>5-9 Years</b>	9.375	112.5	225
<b>10-14 Years</b>	11.25	135	270
<b>15-19 Years</b>	13.125	157.5	300
<b>20-24 Years</b>	15.00	180	300
<b>25+ Years</b>	16.875	202.5	300

<b>40-hour Employee Accruals</b>			
<b>Years of Service</b>	<b>Hours Accrued Per Month</b>	<b>Annual Accrual Amount</b>	<b>Max Accrual Amount</b>
<b>0-4 Years</b>	8	96	192
<b>5-9 Years</b>	10	120	240
<b>10-14 Years</b>	12	144	288
<b>15-19 Years</b>	14	168	320
<b>20-24 Years</b>	16	192	320
<b>25+ Years</b>	18	216	320

**9.2 Annual Leave Pay:** The rate of annual leave pay shall be the employee's regular rate of pay in effect were the employee on the job at the time.

**9.3 Choice of Annual Leave Period:**

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

9.3.2 Annual leave may be accumulated to a total of twice the amount earned annually or to a maximum amount of **three hundred (300) hours for 37.5 hour employees or three hundred twenty (320) hours for 40 hour employees** ~~forty (40) working days'~~ credit, whichever is the lesser. Any annual leave accumulated beyond this limit will be forfeited, unless the employee is asked in writing by his/her Department Head to defer his/her vacation because of work schedules. In this case the annual leave shall not be forfeited. An employee may not be paid additional compensation for earned vacation time not taken, except at the time of severance from the County employment as hereinafter provided.

**9.7 Vacation Rights in Case of Layoff or Separation:** Any employee who is laid off, discharged or separated from the service of the Employer for any reason, prior to taking his/her vacation, shall be compensated in cash for the unused vacation, he/she has accumulated at the time of separation which is computed based upon his/her base pay plus longevity if applicable. For retirement purposes, vacation payoff shall be limited to ~~forty (40)~~ **three hundred (300) hours for 37.5 hour employees or three hundred twenty (320) hours for 40 hour employees** days.

Non-Economic Proposal #7

## ARTICLE 10 - SICK LEAVE

### 10.1 Eligibility and Accumulation:

An employee in paid status for any portion of the month shall earn sick leave at a rate of **7.5 hours per month for employees who normally work 37.5 hours a week** or **8.0 hours per month for employees who normally work 40 hours a week** (based on a full-time employee status, pro-rated for other weekly schedules) or as applicable per Federal or State law. **(TA – 02/16/2022)**

### ~~10.8~~ **Bereavement Leave:** *\*\*Moved to Leave of Absence Section (TA – 02/16/2022)*

~~Bereavement leave entitles a member up to three (3) working days off with pay, not chargeable to sick leave balance if a member suffers a death of a member of his/her immediate family as defined above. Bereavement leave in the case of a spouse or a child is allowed up to ten (10) working days.~~

~~In addition:~~

- ~~• Two additional working days may be authorized if travel time is needed for out-of-town funerals. To be considered out-of-town, the employee must travel more than one hundred and twenty-five miles outside of Spokane County.~~
- ~~• Bereavement leave can be utilized over a six (6) month period after the death.~~
- ~~• If the employee requires additional bereavement time, they may request additional time off chargeable to compensatory time, annual leave or PTO.~~

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

**10.10** Members who divorce spouse or terminate Domestic Partnership must notify the employer within 30 calendar days of divorce/termination or may be subject to discipline under the terms of their respective CBAs. *\*\*Already in the Health Insurance Article (TA – 02/16/2022)*

Non-Economic Proposal #8

## 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 work day.~~

12.1.4 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.~~

### 12.2 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 in a Supplemental Agreement with the effected department/bargaining unit.~~

12.2.3 ~~Employees on Alternative Work Schedules whose regular work day differs from the standard seven and one half (7 1/2 ) or eight (8) hour day shall have their Holidays paid for as the number of hours in their actual work day.~~

12.3 **Paid Leave:** All paid leave shall be considered as hours worked **but shall not count toward overtime calculation.**

Non-Economic Proposal #9

## ARTICLE 13 - LEAVES OF ABSENCE

### 13.2.8 Bereavement Leave:

**Bereavement leave entitles a member up to three (3) working days off with pay, not chargeable to sick leave balance if a member suffers a death of a member of his/her immediate family as defined above below. Bereavement leave in the case of a spouse or a child is allowed up to ten (10) working days.**

**In addition:**

- **Two additional working days may be authorized if travel time is needed for out-of-town funerals. To be considered out-of-town, the employee must travel more than one hundred and twenty-five miles outside of Spokane County.**
- **Bereavement leave can be utilized over a six (6) month period after the death.**
- **If the employee requires additional bereavement time, they may request additional time off chargeable to compensatory time, annual leave or PTO.**

**13.2.8.1 Immediate family:** Shall be defined as follows: 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.

### 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 **their regularly scheduled shift seven and one-half (7½) or eight (8) hours within two (2) weeks.** No overtime will be paid when the employee is making up the time. Time must be made up in the same week the lateness occurred.

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, they 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.**

~~13.3.4 For Local #1135 refer to supplemental.~~

13.3.5 Any ongoing construction work is not considered an emergency under this article.

Non-Economic Proposal #10

**~~ARTICLE 14 - SHARED LEAVE~~**

~~The Employer shall provide Leave Sharing Program in accordance with Appendix "5".~~  
**Employees shall have the ability to donate or receive vacation time in accordance with the Spokane County Shared Leave Policy.**



Non-Economic Proposal #11

## **ARTICLE 16 – SENIORITY**

~~Seniority shall be defined in each individual supplement.~~

### **16.1 Seniority**

**Seniority shall be defined as follows:**

**16.1.1 Classification Seniority – total length of unbroken time spent in bargaining unit classification**

**16.1.2 Department Seniority – total length of unbroken time spent in a department, in a bargaining unit position(s)**

**16.1.3 Bargaining Unit Seniority – Total length of unbroken service within a bargaining unit position(s).**

**16.1.4 County Seniority – total length of unbroken time of service within Spokane County**

**16.1.5 District Seniority – total length of unbroken time of service within a service district. This type of seniority shall only apply to 1135 members and is further defined in the 1135 supplemental agreement.**

### **16.2 Computing Seniority**

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

### **16.3 Loss of Seniority**

**An employee's earned seniority and regular employee 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 absence due to medical reasons, except for on-the-job injuries. Time frames may be extended by mutual agreement of the parties;**
- C) Failure to report for work the first workday or shift following the expiration of the authorized leave of absence without an authorized extension;**

- D) Temporary layoff exceeding an eighteen (18) month period;**
- E) Failure, when on layoff, after being recalled**

Non-Economic Proposal #12

## ARTICLE 17 - DISCIPLINE AND DISCHARGE

**17.3** Any disciplinary action or measure, **other than oral reprimands**, may be grieved through regular procedures.

**17.6 Severe Offenses:**

Severe offenses can result in severe disciplinary measures up to and including termination. Proven incidents of the following offenses may result in advanced disciplinary steps in accordance with Article 17.4. **Examples of severe offense may include, but are not limited to, the following:**

17.6.1 Theft or conversion of time, money, materials or property from the County or other employees;

17.6.2 Physical altercation or threat of physical violence;

17.6.3 Willfully damaging County property or other employees' property;

17.6.4 Falsifying records or documents.

17.6.5 Abandonment - When an employee is absent for three (3) consecutive workdays and fails to notify their supervisor of an absence, it will be considered a voluntary resignation and severe discipline can result after a pre-disciplinary hearing (See Article 17.5.2).

Non-Economic Proposal #13

## ARTICLE 18 - GRIEVANCE PROCEDURE

**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. **A copy of the grievance shall be submitted to Labor Relations by the Union at the same time as the Elected Official/Department Head.** 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.

**18.6 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 #14

## ARTICLE 19 – PROMOTIONS/VACANCIES/LATERAL TRANSFERS

### 19.1 Bid Rights:

When a Master Contract vacancy occurs, **the position will be posted on the County's website.** ~~the department will post the opening to the Bargaining Unit members in the department and concurrently, as needed, to the Bargaining Unit, Master Contract members and open.~~

19.1.1 The vacancy will be posted for a minimum of five (5) working days. All AFSCME Master Contract members who **submit an electronic application** ~~turn in applications to Human Resources~~ by the closing date and who meet the minimum requirements will be considered in the following order:

19.1.2 Referral List #1:

- First consideration – Members of the Bargaining Unit within the Department;
- Second consideration – Members of the Bargaining Unit;

~~19.1.3 Referral List #2:~~

- Third consideration – Members of the Master Contract Locals.

19.1.4 The order of consideration will be defined on the recruitment posting.

**19.2 See Supplemental Agreements for additional provisions, if any. For employees of the Sheriff's Department, all Civil Service rules will apply on how a position is awarded.**

Non-Economic Proposal #15

## **ARTICLE 21 - INFORMATION REQUESTS**

The Employer agrees to provide the Union, upon written request **from the Union Staff Representative or Master Coalition Local President**, access to materials and information necessary for the Union to fulfill its statutory responsibility to administer this Agreement. When the Union submits a request for information that the Employer believes is unclear or unreasonable, or which requires the creation or compilation of a report, the Employer will contact the Union staff representative and the parties will discuss the relevance and costs associated with the request.

Non-Economic Proposal #16

## ARTICLE 22 - GENERAL CONDITIONS

- 22.1 Work Rules:** The employer agrees to notify the Union of any changes in existing work rule(s) or the establishment of new work rules.
- 22.2 Personnel Files:**
- 21.2.1 Maintenance: One (1) personnel file shall be maintained and located at the Human Resources Department **or the Civil Service Department (applies to 492-SP & 492-FC)** and one (1) at the individual Departments. These 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).
- ~~**22.3 Dress Code:** Employees shall generally be allowed to chose their individual manner of dress. However, the Employers may require reasonable dress standards commensurate with the job. (TA – 02/16/2022)~~
- 22.4 Uniforms and Protective Clothing:**
- ~~21.4.1 Local #1135 – See Supplemental~~
- 21.4.2 If any employee is required to wear a 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.
- 22.5 Safety Shoe Policy:** ~~See supplemental.~~ **All employees who work in a position identified by the Department, in conjunction with Risk management, that require protective footwear or special footwear, will be eligible to receive reimbursement of up to \$150.00 for the purchase of protective or special footwear. Employees will only be eligible to receive one reimbursement per calendar year. *\*\* (Will move this to economics)***
- 22.6 Personal Property:**
- ~~21.6.1 Local #1135 – See supplemental.~~
- 22.6.2 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.



**22.7 Mileage:\*\***

21.7.1 Employers **The County, if possible,** agrees 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 the Internal Revenue Service provisions.

21.7.2 Local #1553; See Assessor Per Diem Supplemental.

**\*\*Will move this to economics**

**22.8 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. Extra Help employees shall not supplant the work force.

**22.9 Nothing in this agreement or any supplemental agreement shall be construed to diminish the County's right to have non-represented employees or supervisors 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 #17

## ARTICLE 23 - 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.
- 23.1 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.
- 23.2 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.
- 23.3 In the case of any activity in violation of this Article, including strike, slowdown or other suspension of work not authorized by the Union, the Local Union, or any of their officers, the County agrees that neither the 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 #20**

**Appendix "6" - SHARED LEAVE**

**1. General:**

~~1.1 Occasionally County employees or their spouse/dependent(s) or other immediate family members contract a catastrophic, life threatening, severe or extraordinary illness or sustains a disabling injury preventing an employee from performing their job duties, or requiring the presence of the employee, whereby the employee exhausts his/her leave balances. The immediate family shall be defined as: A spouse, parent, children, brother, sister, grandparent, father-in-law, mother-in-law, brother-in-law, sister-in-law, or a more distant relative if living as a member of the employee's immediate family. Often co-workers who have substantial leave balances wish to donate some of their leave to these employees. Leave sharing is the mechanism to accommodate both groups.~~

~~1.2 This policy is divided into the following sections:~~

- ~~\_\_\_\_\_ Section 1 – General~~
- ~~\_\_\_\_\_ Section 2 – Statement of Policy~~
- ~~\_\_\_\_\_ Section 3 – Eligibility to Receive Shared Leave~~
- ~~\_\_\_\_\_ Section 4 – Leave Transference Process~~
- ~~\_\_\_\_\_ Section 5 – Donating Leave~~
- ~~\_\_\_\_\_ Section 6 – Administration~~

**2. Statement of Policy:**

~~2.1 It is the policy of the County to permit employees (represented and non-represented) to donate vacation time to a co-worker who is suffering from a non-job-related, life threatening, severe or extraordinary illness or sustains a disabling injury preventing an employee from performing their job duties, or who has an immediate family member (see 1.1) requiring the presence of the employee, who is suffering from a catastrophic, life threatening, severe or extraordinary illness, injury or other impairment as determined by the treating physician, and is out of vacation time and sick leave and who will immediately go on leave without pay or terminate employment.~~

**3. Eligibility to Receive Shared Leave:**

~~3.1 An employee may receive leave under this program if the employee meets the criteria under 2.1.~~

~~3.2 Requests to receive leave sharing benefit shall be submitted to the Director of Human Resources Department. The Human Resources Director or designee may approve the request or convene a committee comprised of one (1) employee from the Human Resources Department, one (1) management employee and one (1) non-management employee from another department, one (1) employee representing that employee's local if applicable and, as a non-voting member, the County Occupational Health Nurses. Each Union shall provide the County with the name of their designated representative and alternate. The committee members will be appointed by the Human Resources Director and will serve for a one (1) year term in order to provide consistency in the decision-making process. The decision of the committee shall be final; however, if the decision of the committee is to deny the request, the requester has the right to~~

~~petition the committee for reconsideration. The decision of the committee shall not be subject to the grievance procedure.~~

~~3.3 An employee must have exhausted his or her sick leave and vacation time before receiving shared leave. The manner in which the employee exhausted his or her sick leave or vacation time shall not effect his or her eligibility to receive Shared Leave, however, any employee who, within the twelve (12) months immediately preceding the request, is at step 5 of the Sick Leave Review process, as documented, will not be eligible to receive Shared Leave.~~

~~3.4 An employee receiving the leave sharing benefit shall receive no more than a total of 2,000 hours of such leave during the course of his or her employment with the Count~~

~~3.5 The employee's position must be one in which vacation and sick leave can be accrued and used.~~

~~3.6 The employee must be eligible to use vacation time and sick leave time.~~

~~3.7 The committee shall also approve leave sharing benefits for "after care" needs as prescribed by the attending physician.~~

#### **4. Leave Transference Process:**

~~4.1 An employee wishing to receive shared leave shall submit a written request to the Human Resources Director and attach a detailed statement from the treating physician verifying the condition and expected duration. A union representative or any other person may submit the request on behalf of the employee.~~

~~4.2 The Human Resources Department will, after the request is approved, notify the employee's department head and request the department head to communicate the employee's eligibility for leave sharing to other employees in that department. Employees may request that the department head communicate the status with other departments.~~

~~4.3 There shall be no retroactive applications of donated leave.~~

#### **5. Donating Leave:**

~~5.1 Employees wishing to donate leave shall send the Donation of Vacation form to the Human Resources Department for processing.~~

~~5.2 All leave donated under the leave sharing program shall be in thirty (30) minute increments. No difference will be made between the salary level of the donor and the recipient. The minimum amount of time for donation is four (4) hours.~~

~~5.3 An employee may donate to an individual(s) a maximum of eighty (80) hours vacation time in a calendar year. The County will accept all donated leave, but will provide donated time to the recipient as needed, but not to exceed one (1) pay period at any one time. Additional time will be awarded per pay period as needed until all donations have been used or Shared Leave is no longer needed. In the event additional Shared Leave is still needed additional requests will be made. Unused donations will be returned to the donator. Donated leave shall be retained until any prescribed after care program is completed, or bereavement needs are met not to exceed three (3) days, five (5) days if out of the immediate area . All donations will be entered as sick leave in the recipients account.~~

~~5.4 Donations of vacation time may not bring the donor's vacation balance below forty (40) hours.~~

~~5.5 All donations of leave shall be strictly voluntary and confidential and shall be done on the Donation of Vacation form, a copy of which is attached. The donor shall designate the recipient.~~

~~5.6 No employee shall be coerced, threatened, intimidated, or financially induced into donating leave.~~

~~**6. Administration:** The Human Resources Department shall administer the Leave Sharing Program.~~

~~**7.1 Long Term Disability:**~~

~~7.1 At the time Shared Leave is requested, Long Term Disability must be requested concurrently if the reason for Shared Leave is for an employee's personal medical condition and Shared Leave, when initially requested, will be for 90 days or more.~~

~~7.2 Long Term Disability must be applied for at the time requests for extensions of Shared Leave will, when combined, total 90 days or more.~~

~~7.3 The employee must not be receiving time-loss payments as a result of an on-the-job injury or illness or receiving long term disability payments.~~

~~7.4 In the event Long Term Disability is denied, Shared Leave may continue in accordance with the terms of the plan.~~

~~7.5 In no event shall an employee receive more money than what they would receive if they had been working by combination of any benefit plans.~~

~~7.6 The employee must provide timely information and periodic medical verification necessary for the processing of the LTD application and continuation of eligibility to receive Shared Leave. Failure to do so could result in the discontinuation of Shared Leave payments.~~

Non-Economic Proposal #21

## Appendix "7" - CLASSIFICATION/REORGANIZATION

**15.3** The Employers agree to follow the Spokane County Classification Plan as referenced below in the following articles and the Salary Range Table as found in Appendixes 1-4.

### **15.3 Positions and Classification Specifications:**

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

15.3.2 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 Appendixes 1-4. Different positions within a classification may use different selection factors and recruitment processes.

15.3.3 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.

**15.3.4 Creation of New Classifications:** When the Department wishes to create a new classification within the bargaining unit, the following procedure shall apply:

15.3.4.1 A Job Analysis Request form shall be submitted by the Department to Human Resources for evaluation.

15.3.4.2 Human Resources, in collaboration with the Department, will evaluate job duties and responsibilities of a proposed classification. If it is deemed appropriate, a new classification will be designated by Human Resources. If the duties and responsibilities fit within an existing classification, it will be designated as such. Written notification will be sent to the local union of such action.

15.3.4.3 After Human Resources designates the new classification and salary, the Union shall have twenty (20) working days following receipt thereof to review the determination, and during this period request to negotiate the salary and the impact of implementation.

In the event that no agreement is reached, the union shall have the right to submit the issue to Step 3 (arbitration) of the grievance procedure.

~~15.3.4.4 Newly created positions shall be posted in accordance with specific labor agreements or supplemental agreements if applicable.~~

**15.3.5 Out of Class Pay:** Supplemental Agreements for out of class pay for temporary out of class assignments.

15.3.5.1 Out of class pay will not be authorized in any case if there is no position in the department/division in the classification for which out of class pay is being requested.

15.3.5.2 An employee who has been assigned by management or their immediate Supervisor to perform the essential duties of a higher job classification for more than one-half (½) of a day and requests out-of-class pay on his/her time card shall be paid for all such work at the higher rate of pay. ~~Written~~ verbal approval shall be obtained from management or the immediate supervisor prior to working out of class and shall be signed off on the employee's timecard.

15.3.5.3 The employee must meet the minimum requirements of the higher classification in order to be assigned the out of class, essential functions of the higher job classification. In the event the out of class assignment is expected to be temporary but is expected to exceed six (6) months, out of class assignments will be offered to employees based on seniority and ability. If no employee wants the assignment, management will assign the work in inverse order of seniority. It will be made clear to those performing the work that the assignment is temporary and what the expected duration will be. If the selected employee is a current bargaining unit member, that employee's seniority within the bargaining unit will be continuous, un-interrupted and will continue to accrue during the time of the temporary assignment.

~~15.3.5.4 If the employee works continuously in the higher classification for nine (9) months, the position may be submitted by Human Resources, Department Management or the employee for reclassification consideration in accordance with Section 15.3.6 of this Article.~~

15.3.5.5 If the reason for the continuous higher classification work is due to the regularly assigned employee being on leave due to an extended injury or illness, the parties will meet to discuss the issue.

~~**15.3.6 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.~~

~~15.3.6.1 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.~~

~~15.3.6.2 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.~~

~~15.3.6.3 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.~~

~~15.3.6.4 If there is no concurring signature from the Elected Official, Department Head or designee in either case described in 15.3.6.2 or 15.3.6.3 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.~~

~~15.3.6.5 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.~~

~~15.3.6.6 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.~~

~~15.3.6.7 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.~~

~~15.3.6.8 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.~~

~~15.3.6.9 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.~~

~~15.3.6.10 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.~~



~~15.3.6.11 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.~~

~~15.3.6.12 Reclassified positions with no incumbent shall be posted in accordance with specific labor agreements or supplemental agreements if applicable.~~

~~**15.3.7 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.~~

~~**15.3.8 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.~~

~~**15.3.9 Calculating Hourly Wage:**~~

~~15.3.9.1 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.~~

~~15.3.9.2 The above formula is used to calculate the Standard Hourly Rate for determining overtime pay, sick leave payout, and vacation leave payout.~~

~~**15.3.10 Starting Rate Upon Initial Employment:**~~

~~15.3.10.1 New employees to Spokane County shall be appointed at a step within the pay range, not to exceed step three (3), in effect for the particular classification or position to which the appointment is made.~~

~~15.3.10.2 Advance step placement of new hires may surpass current employees' step placement in that classification only after the following have been considered: Work History—the candidate has performed the work either as a long-term intern or in a like-kind position.~~

- ~~A) Salary History—paying a salary commensurate with what a candidate is earning (or has earned) while working in a like-kind position.~~
- ~~B) Recruitment Difficulties—the scarcity of qualified applicants, number of rejected job offers and the turnover rate for a position. An individual who possesses skills difficult to find in the labor market may be in higher demand and therefore may warrant consideration for advance step placement.~~

- ~~C) Department Budget — the requesting department must demonstrate their ability to pay the salary of the advance step placement. The placement must not result in additional budgetary impacts within the department.~~
- ~~D) Existing Employees — the candidate's work history and skill shall be compared to current employees in the same classification whose wages would be surpassed by the candidate.~~

~~15.3.10.3 The decision of advance step placement shall be at the HR Director or designee's discretion and that decision shall be final and binding. Such decisions shall not be subject to the grievance process.~~

~~15.3.10.4 The HR Director or designee shall notify the Union Business Representative of the Department's advance step placement when received and notify the Union Business Representative when a decision on the request has been made.~~

~~15.3.10.5 Advanced step placement shall not surpass current employees step placement in that classification.~~

~~15.3.10.6 Upon successful completion of a minimum six (6) months (975 or 1040 hours worked) probation period, the new employee will receive one (1) step increase. Subsequent step increases shall be at twelve (12) month intervals from the date of the 6 month increase, until the top step is achieved.~~

~~**15.3.11 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 MINIMUM OF 5.12% 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. Subsequent step increases shall be at twelve (12) month intervals until the top step is achieved.~~

~~**15.3.12 Pay Rate Upon Reclassification:**~~

~~15.3.12.1 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 placed at the lowest step in the new range that provides at least a 5.12% , 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 a step increase twelve (12) months after the effective date of the reclassification. Subsequent step increases shall be at twelve (12) month intervals until the top step is achieved.~~

~~15.3.12.2 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.~~

**15.3.13 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.

- Wage adjustment does not result in a change in steps
- Promotion – adjustment of step at six months and then annually after the step increase
- Reclassification – step increase after one year from effective date then annually

**15.3.14 Pay Rate Upon Demotion or Reduction:**

15.3.14.1 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.

15.3.14.2 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.

15.3.14.3 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. If the employee is still a probationary employee, they will be placed at the step they held prior to the promotion

**15.3.15 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 to receive the same rate of pay as before the transfer and retain their current step increase date.

**15.3.16 Adjustments to the Anniversary Date (Step Adjustment Date):** In addition to the provisions of 15.3.11, Pay Rate Upon Promotion, 15.3.12, Pay Rate Upon Reclassification, and 15.3.13, Pay Rate Upon Wage/Range Adjustment, the anniversary date for a step increase for an employee shall be adjusted under the following circumstances:

15.3.16.1 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.

15.3.16.2 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 in effect ~~on August 9, 2001.~~

- 15.3.16.3 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.
- 15.3.16.4 Unless protected by law, step dates and longevity dates will be adjusted for unpaid leave.
- 15.3.16.5 Step dates and longevity dates shall not be adjusted for paid leave.

Non-Economic Proposal #22

### **Appendix "8"– Seven Tests of Just Cause**

~~**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?~~

~~**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.~~

~~**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 on campus? 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 the Campus Police? If you suspect misappropriation of University resources, you should immediately contact Internal Audit and your E/LR Consultant. Your own investigation will proceed, but other offices may provide information which becomes part of your evidence.~~

~~**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?
- 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.
- 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 campus' record? (Explore this with your E/LR Consultant.)
- 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, CCS)?
- Consult your E/LR Consultant.

Non-Economic Proposal #23

**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 in the implementation for this bargaining unit, at least 60 days notice will be given with the new anticipated implementation date.