WORKING AGREEMENT

BETWEEN

SPOKANE COUNTY

and

INTERNATIONAL UNION OF OPERATING ENGINEERS

January 1, 2021

Through

June 30, 2023
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APPENDIX A

PREAMBLE

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

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

ARTICLE 1 – UNION RECOGNITION/AUTHORIZED AGENTS

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

1.1 The County’s principle authorized representative shall be the Employee & Labor Relations Manager or his/her duly authorized representative located at N 824 Adams, Spokane, Washington 99206, telephone (509) 477-2880, except where a particular County representative is specifically designated by the HR Director or the Employee & Labor Relations Manager in connection with the performance of a specified function or obligation set forth herein.

1.2 The Union’s authorized representative(s) shall be the Business Agent or his/her duly authorized representative of the International Union of Operating Engineers Local Union #280, located at 1305 Knight Street, Richland, WA 99352, phone (509) 946-5101.

ARTICLE 2 - NON-DISCRIMINATION

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

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

ARTICLE 3 - UNION SECURITY

3.1 The Employer will furnish, monthly to the Union, the names of all new employees hired in the bargaining unit, mailing address, and the date of hiring and likewise the names,
and termination date of all persons in the bargaining unit leaving the service of the Employer.

3.2 The Employer will deduct IUOE dues monthly from the employee's pay upon written authorization from the individual employee and will be transmitted monthly to the Richland office of Local #280.

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

ARTICLE 4 – UNION/MANAGEMENT RELATIONS

4.1 All collective bargaining with respect to wages, hours and general working conditions covered under this collective bargaining agreement shall be conducted by authorized representatives of the Union and authorized representatives of the Employer as listed in Article 1.

4.2 Employer Authority: Except as modified by this Agreement, the Employer retains all rights of management, which, in addition to all powers, duties and rights established by constitutional provision or statute, will include but not be limited to, the right to:

A. Determine the Employer’s functions, programs, organizational structure and use of technology;

B. Determine the Employer’s budget and size of the agency’s workforce and the financial basis for layoffs;

C. Direct and supervise employees;

D. Take all necessary actions to carry out the mission of the county and its agencies during emergencies;

E. Determine the Employer’s mission and strategic plans;

F. Develop, enforce, modify or terminate any policy, procedure, manual or work method associated with the operations of the Employer;
G. Determine or consolidate the location of operations, offices, work sites, including permanently or temporarily moving operations in whole or part to other locations;

H. Establish or modify the workweek, daily work shift, hours of work and days off;

I. Establish work performance standards, which include, but are not limited to, the priority, quality and quantity of work;

J. Establish, allocate, reallocate or abolish positions, and determine the skills and abilities necessary to perform the duties of such positions;

K. Select, hire, assign, reassign, evaluate, retain, promote, demote, transfer, and temporarily or permanently lay off employees;

L. Determine, prioritize and assign work to be performed;

M. Determine the need for and the method of scheduling, assigning, authorizing and approving overtime;

N. Determine training needs, methods of training and employees to be trained;

O. Determine the reasons for and methods by which employees will be laid-off; and

P. Suspend, demote, reduce pay, discharge, and/or take other disciplinary actions.

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

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

ARTICLE 5 – UNION ACTIVITIES

The employer agrees to grant shop stewards, or executive board officers, reasonable time off without pay, not to exceed a total of five (5) working days in any calendar year, to attend and represent the Operating Engineers Local #280 at conventions and seminars as approved by the Local Union.
5.1 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 above, and agrees to carry out these activities at times which are the least disruptive to the work place, including avoiding adverse impacts to any department in which the Local Union Officers reside. The resolving of issues at the “lowest possible level” means, in part, that the order of involving authorized Union representatives will occur in the following sequence: (1) the Shop Steward of the specific department having the issue will be called upon first to resolve the issue of the department; (2) the Staff Representative for the Local Union Council will be called upon secondarily to resolve the issue of the department; (3) if the matter cannot first be resolved by the Shop Steward or by the Staff Representative for the Local Union Council, then the Local Union Officer(s) may be called upon to help resolve the issue.

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

ARTICLE 6 - HOURS OF WORK

6.1 The normal work week schedule shall be forty (40) hours consisting of either five (5) consecutive eight (8) hour days of work with minimum two (2) days rest or four (4) consecutive ten (10) hour days of work with two (2) days of rest. Hours of work shall be consecutive except for scheduled lunch and rest breaks.

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

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

6.2 Nothing in 6.1 above shall be construed as prohibiting the County from establishing a workweek other than specified in 6.1 above, including start times or from determining the number of five (5) day or four (4) day per week shifts.
ARTICLE 7 - SHIFT CHANGE

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

ARTICLE 8 - WAGES

8.1 Employees shall be compensated in accordance with the Salary Range Table attached to this Agreement and marked Appendix A.
   - For 2021, all employees will be placed on the wage scale nearest to their current wage, without a wage deduction. This change will take place the 1st of the month following ratification.
   - For 2022, effective the 1st of full pay period following January 1, 2022, the scale will be increased by 2.0%
   - For 2023, effective the 1st full pay period following January 1, 2023, the scale will be increased by 2.0%

8.2 Lag/Real Pay: A one-time delay in one week’s compensation will be implemented as recommended by the County Auditor and Department of Retirement Systems. A one-time delay in compensation will be implemented as recommended by the County Auditor and Department of Retirement Systems (DRS) to come into compliance with DRS rules and regulations. If the decision is to implement other than a one-time delay, the Parties agree to meet and negotiate the change.

8.3 Step Increase Process: Wage Table will have Steps between 1 through 13. For an employee to receive a scheduled step increase (see Appendix “A”), the employee would need all successful ratings or above to get a step increase. Any employee who is at Step 13 in Year 2 or Year 3 of the contract will receive a $300.00 lump sum payment on their step increase date.

8.4 Employees agree to direct deposit.

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

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

8.5.3 If compensatory time off has not been taken off within six (6) months it shall be paid at the rate of time and one-half rate (1½) the regular rate of pay. No employee shall have more than forty (40) hours of compensatory time on the books. Compensatory time may be taken at times mutually agreeable to the employer and the employee. Compensatory time in the books at the time of separation from service shall be paid at the time and one-half rate.

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

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

8.6 Shift Differential: In addition to the established wage rates, the employer shall pay an hourly premium of fifty ($0.50) cents to the employees for all hours worked on a regular scheduled swing shift (3:00 p.m. -11:00 p.m.). For all hours worked on a regular scheduled grave-yard shift (11:00 p.m. to 7:00 a.m.), the employer shall pay an hourly premium of sixty ($0.60) cents per hour.

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

<table>
<thead>
<tr>
<th>Continuous Service</th>
<th>Monthly Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td>Over 7 years</td>
<td>$40.00</td>
</tr>
<tr>
<td>Over 10 years</td>
<td>$75.00</td>
</tr>
<tr>
<td>Over 15 years</td>
<td>$100.00</td>
</tr>
<tr>
<td>Over 20 years</td>
<td>$150.00</td>
</tr>
<tr>
<td>Over 25 years</td>
<td>$200.00</td>
</tr>
</tbody>
</table>
The longevity date is established as the first of the month for all employees hired on the fifteenth (15th) of the month or before: as the first (1st) of the following month for all employees hired after the fifteenth (15th) of the month.

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

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

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

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

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

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

4% premium in addition to the base salary listed in appendix “A” for accumulating 6 points for approved licenses listed below.
6% premium in addition to the base salary listed in appendix “A” for accumulating 8 points for approved licenses listed below.

### Eligible Licenses

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

8.11 Safety Shoes: The employer will authorize the annual purchase of steel-toed boots for each employee at a cost of up to three hundred fifty dollars $350.00 per calendar year, per employee. Such amount will be paid to each current employee on the payroll as of January 1, 2021, on the second pay period of January. 2021 will be paid the annual allowance each January providing they are on payroll.

Employees hired during the year will receive the $350.00 allowance the second pay period from their fire date. Thereafter, those employees will be paid the annual allowance on the effective date of their hire. Ex: an employee hired August 1, 2021, will receive their shoe allowance on the second pay period of August 2021. Their next allowance will be August 2022.

8.11.1 The first purchase of safety shoes will be authorized upon completion of a new employee’s probationary period.

**ARTICLE 9 - OUT OF CLASSIFICATION PAY**

If an employee is assigned to work in a higher classification and does such work for more than one-half (½) day, he/she shall receive the higher rate for all such time worked.
ARTICLE 10 - HOLIDAYS

10.1 The following days shall be observed as holidays:

New Year's Day                         January 1
Martin Luther King Jr. Birthday        Second Monday in January
President's Day                        Third Monday in February
Memorial Day                           Last Monday of May
Fourth of July                         July 4
Juneteenth                             June 19
Labor Day                              First Monday in September
Veteran's Day                          November 11
Thanksgiving Day                       Fourth Thurs. in November
Day after Thanksgiving                 Friday immediately following Thanksgiving
Christmas Day                          December 25

10.2 Any other day so designated as a one (1) time holiday by the Governor or the State of Washington or the President of the United States shall be recognized and observed as a one (1) time event. Should an additional perpetual holiday be declared, the parties agree to meet and negotiate the impact of the holiday on the bargaining unit. Employees who work on a one-time holiday, shall be allowed to take an additional day off within the same pay period, on a mutually agreeable day.

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

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

10.5 Notwithstanding the provisions of 10.3 above, if a holiday falls on the scheduled day off for a Boiler Maintenance Specialist they shall receive a day's pay rather than another day off.

10.6 Any time worked on a holiday in excess of the employee's regularly scheduled shift on a holiday shall be paid double time.
10.7 Any hours worked on a holiday, shall be paid at one and one-half (1½) the employees regular rate of pay plus the eight (8) hours of holiday pay.

ARTICLE 11 – PAID TIME OFF (PTO)

Definitions

1. Catastrophic (CAT) account means a bank of leave hours separate from PTO, created upon conversion from the standard vacation/sick leave plan to PTO. The CAT account may be accessed under specific circumstances, in the case of a severe illness or injury of the employee or an immediate family member. Not all employees will have a CAT account.

2. Immediate family means 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 living as a member of the employee’s immediate family.

3. Paid Time Off (PTO) accrual year means January 1st through December 31st (for end-of-year rollover purpose).

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

a. Scheduled absences (for example: preventative care medical/dental appointments, family functions, recreational activities/vacations) require prior written approval. Scheduled absence requests should be submitted for approval two (2) weeks prior to absence, or as soon as reasonably possible. Approvals for scheduled absences are at the supervisor’s discretion based on the business needs of the department but will not be unreasonably withheld. In cases of duplicate requests for a scheduled absence outside an annual bidding process, approval will be on a first come first considered basis. For those departments that follow an annual bidding process, department seniority shall prevail.

b. Unscheduled absences (for example: emergencies or calling in before a scheduled shift due to illness or injury of the employee or an immediate family
member). The employee must notify his/her Department Head/Elected Official (or designee) as soon as reasonably possible, in accordance with departmental notification procedures.

c. Employees may use PTO for domestic violence, sexual assault or stalking incidents, including:

i. Seeking legal or law enforcement assistance or remedies to ensure the health and safety of employee’s and their family members including, but not limited to, preparing for, or participating in, any civil or criminal legal proceeding related to or derived from domestic violence, sexual assault or stalking.

ii. Seeking treatment by a health care provider for physical or mental injuries caused by domestic violence, sexual assault, or stalking or attending health care treatment for a victim who is the employee’s family member.

iii. Obtaining, or assisting the employee’s family member(s) in obtaining services from: a domestic violence shelter; a rape crisis center; or a social services program for relief from domestic violence, sexual assault or stalking.

iv. To obtain, or assist a family member in obtaining, mental health counseling related to an incident of domestic violence, sexual assault or stalking in which the employee or the employee’s family member was a victim of domestic violence, sexual assault or stalking.

v. Participating, for the employee or employee’s family member(s), in: safety planning; or temporary or permanent relocation; or other actions to increase the safety from future incidents of domestic violence, sexual assault or stalking.

d. PTO may be used due to closure of the employee’s place of business or child’s school/place of care by order of a public official for any health-related reasons; in the case of an exposure to a contagious disease where one-the-job presence of the employee would jeopardize the health of others; when a medical condition requires use of a legally prescribed prescription drug that impairs job performance or safety.

11.2 Accrual Rates:

11.2.1 Accrual of PTO hours are at the following rates:
<table>
<thead>
<tr>
<th>Years of Service</th>
<th>7.5 Hour Rate Hours Per Month</th>
<th>7.5 Hour Rate Hours Per Year</th>
<th>8.0 Hour Rate Hours Per Month</th>
<th>8.0 Hour Rate Hours Per Year</th>
<th>7.5 Hour Rate PTO Max Hours Annual Rollover</th>
<th>8.0 Hour Rate PTO Max Hours Annual Rollover</th>
</tr>
</thead>
<tbody>
<tr>
<td>Less than 1 year</td>
<td>13.13</td>
<td>157.50</td>
<td>14.00</td>
<td>168.00</td>
<td>315.00</td>
<td>336.00</td>
</tr>
<tr>
<td>1 year but less than 2</td>
<td>13.50</td>
<td>162.00</td>
<td>14.40</td>
<td>172.80</td>
<td>324.00</td>
<td>345.60</td>
</tr>
<tr>
<td>2 years but less than 3</td>
<td>13.88</td>
<td>166.50</td>
<td>14.80</td>
<td>177.60</td>
<td>333.00</td>
<td>355.20</td>
</tr>
<tr>
<td>3 years but less than 4</td>
<td>14.25</td>
<td>171.00</td>
<td>15.20</td>
<td>182.40</td>
<td>342.00</td>
<td>364.80</td>
</tr>
<tr>
<td>4 years but less than 5</td>
<td>14.63</td>
<td>175.50</td>
<td>15.60</td>
<td>187.20</td>
<td>351.00</td>
<td>374.40</td>
</tr>
<tr>
<td>5 years but less than 10</td>
<td>15.00</td>
<td>180.00</td>
<td>16.00</td>
<td>192.00</td>
<td>360.00</td>
<td>384.00</td>
</tr>
<tr>
<td>10 years but less than 15</td>
<td>16.88</td>
<td>202.50</td>
<td>18.00</td>
<td>216.00</td>
<td>405.00</td>
<td>432.00</td>
</tr>
<tr>
<td>15 years but less than 20</td>
<td>18.75</td>
<td>225.00</td>
<td>20.00</td>
<td>240.00</td>
<td>450.00</td>
<td>480.00</td>
</tr>
<tr>
<td>20 years but less than 25</td>
<td>20.63</td>
<td>247.50</td>
<td>22.00</td>
<td>264.00</td>
<td>495.00</td>
<td>528.00</td>
</tr>
<tr>
<td>25 years or more</td>
<td>22.50</td>
<td>270.00</td>
<td>24.00</td>
<td>288.00</td>
<td>540.00</td>
<td>576.00</td>
</tr>
</tbody>
</table>

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

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

11.3 Requesting PTO Time:

11.3.1 Employees can use PTO as it is earned.

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

11.3.3 There are limited situations in which PTO may not be approved, including:
11.3.3.1 Zero-balance account: when PTO and CAT accounts are depleted (CAT account is considered depleted for this purpose if the CAT account is not accessible because of short absence). This type of unauthorized absence may result in progressive discipline (counseling, oral reprimand, written reprimand, suspension, termination). Each occurrence (one occurrence can be a number of days when occurrence is an extended absence) of this type of unauthorized absence will advance to the next level of discipline unless stale discipline, utilization of other benefits/programs as identified in section 1 (Other Benefits / Programs) or other mitigating circumstances.

11.3.3.2 Job abandonment: when an employee fails to follow departmental procedures in notifying his/her supervisor of an absence (for example: leaving work during assigned shift without notice, failure to report to work without notice, failure to follow-up/update supervisor of ongoing absence). These types of unapproved absences are considered an abandonment of one’s job and justify severe discipline (suspension/termination).

11.3.3.3 Unapproved absences will be without pay.

11.4 Maximum Annual Rollover:

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

11.5 CAT (Catastrophic) Account:

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

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

11.5.3 The CAT account is non-renewable and will be established at conversion only. Additional hours/days cannot be added. Once the CAT account is exhausted, it cannot be utilized again, except:
11.5.4 The CAT account may be used for an L & I covered illness, and “bought back” if specific requirements are met. See section I Other Benefits/Programs, item 4.

11.5.5 Employees who have an illness or injury requiring them to be absent for longer than three (3) working days per condition, should contact Human Resources to discuss FMLA or other benefits/conditions that may apply as a result of their time off. Spokane County Risk Management and/or HR may require a release to return to work for employee medical absences.

11.6 Annual PTO Cash Out/Incentives:

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

11.6.2 Employees will have the option once per calendar year to cash out hours in their PTO bank above the required minimum balance of 150 hours (for 7.5 hour shift) or 160 hours (for 8.0 hour shift). Cash out is submitted in ¼ hour increments.

11.6.3 Employees who take 37.5 hours (for 7.5-hour shift) or 40 hours (for 8-hour shift) of PTO in the prior 12 calendar months may cash out up to 37.5 hours (for 7.5-hour shift) or up to 40 hours (for 8-hour shift) per calendar year.

11.6.4 Employees who take 75 hours (for 7.5-hour shift) or 80 hours (for 8-hour shift) of PTO in the prior 12 calendar months may cash out up to 75 hours (for 7.5-hour shift) or up to 80 hours (for 8-hour shift) per calendar year.

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

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

11.6.6.1 Additional cash included in their paycheck.

11.6.6.2 Direct payment to their 457 Deferred Compensation Account. The employee must be currently enrolled in a Spokane County sponsored deferred compensation program. Forms are required to make a one-time contribution; contact Human Resources for the necessary paperwork.

11.6.7 Requests to cash out must be submitted in writing by the 1st of the month for payment on the 15th payroll. Because accruals occur at the end of each month, absolutely no cash outs will be made on the last payroll of the month.
11.7 Separation from Service/Rehire:

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

a. Employees 60 years of age or older with at least five (5) years of service:
   • One week of PTO (37.5 or 40 hours) will be paid out as cash in their final paycheck
   • Remaining PTO will be cashed out at 100% to a VEBA

b. Employees with access to TriCare military coverage or who do not meet the criteria in section “a”, their PTO balance will be cashed out 100% to their final paycheck.

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

11.7.3 Any gaps in service will be treated as follows: if an employee is rehired/recalled within 12 months (18 months in the case of layoff) and if twenty-five percent (25%) of CAT has not been paid out, the CAT account balance will be reinstated. For calculation of years of service for PTO accruals, years of service will be bridged with prior service after a recall/rehire from layoff if prior service was at least five years and the recall/rehire was within three years of separation. All time in an unpaid status will reduce years of service. If separation from County is not as a result of layoff, the above treatment for gaps in service will only apply if rehired within 30 calendar days of separation.

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

11.8 Other Components of the Program

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

11.8.2 Short Term Disability (STD):

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

b. Only employees on PTO are eligible for the STD plan.
c. STD has a benefit waiting period of 60 calendar days from the date of the disability. STD benefits end when 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 became disabled, and provide a monthly STD income payment. Payroll related taxes and other benefit contributions (i.e. medical, dental, life insurance, retirement) are not deducted from the monthly STD income payment; however, such payments may be considered taxable income by the IRS. (Consult your tax advisor)

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

11.8.3 Long Term Disability (LTD):

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

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

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

d. LTD will pay sixty percent (60%) of an employee’s basic monthly gross earning in effect at the time they became disabled, and provide a monthly LTD income payment. Payroll related taxes and other benefit contributions (i.e. medical, dental, life insurance, retirement) are not deducted from the monthly LTD income payment; however, such payments may be considered taxable income by the IRS. (Consult your tax advisor)

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

11.8.4 Labor and Industries (L & I) Leaves:

i. Employees will have the option of using CAT, PTO or leave without pay for approved L & I leaves.

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

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

11.8.5 Family and Medical Leave Act (FMLA):

f. 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 the CAT account) that may apply as a result of their time off. Spokane County Risk Management and/or HR may require a release to return to work for employee medical absences.

11.9 Conversion From Current Plan to PTO:

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

b. Vacation hours will be converted hour for hour.

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

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

e. Attachment B can be used to compute the converted PTO balance, CAT balance, and cash out amount.

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

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

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

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

d. All PTO hours will be converted to vacation.

e. Personal Holiday hours will be added at the beginning of the next calendar year.
f. If vacation hours, after conversion, exceed the maximum PTO accrual rate for the employee, the excess PTO will be cashed out down to the maximum.

11.11 Retaliation: An employer may not discriminate or retaliate against an employee for the lawful use of PTO as it related to paid sick leave rights.

**ARTICLE 12 – INSURANCE BENEFITS**

12.1 Medical/Dental/Life Insurance

1. The County will provide eligible employees with health (including pharmacy), vision, and dental insurance, short term disability, long term disability, and life insurance on the same terms including benefits, benefit levels, benefit design, co-payments, co-insurance and deductibles, as offered by the County to its non-represented employees.

2. In the event the County makes changes to these insurance benefits/benefit plans during the life of this Agreement effecting the County’s non-represented employees, the Union will be provided with at least a thirty (30) day notice and an opportunity to impact bargain the effects prior to implementation.

3. These benefits are more fully described in the Summary Plan descriptions/Insurance Policies. These benefits are governed by the Plan descriptions/Insurance Policies and any interpretation or discrepancy will be controlled by the Plan descriptions/Insurance Policies of the change(s).

12.2 Life Insurance: The Employer agrees to provide and pay the full premiums for $25,000 Employee Life Insurance Policy. Supplemental life insurance is available at the employee’s option and eligibility. The expense of the supplemental insurance is that of the employee.

12.3 Eligibility

12.3.1 For all new employees, the effective date for medical and dental benefit eligibility will depend upon their hire date. For employees hired between the 1st and 15th of the month, medical and dental benefit coverage will become effective the 1st of the month following the date of hire. For employees hired between the 16th and the end of the month, medical and dental benefit coverage will become effective the 1st of the month following one month of employment.

12.3.2 Employees separating from service between the first (1st) and the fifteenth (15th) of the month shall retain their coverage through the end of the month. Those employees separating between the sixteenth (16th) and the end of the month shall retain their coverage through the end of the following month.
12.3.3 Members who divorce spouse or terminate Domestic Partnership must notify the employer within thirty (30) calendar days of the effective date of divorce/termination or may be subject to discipline under the terms of their respective CBAs.

ARTICLE 13 – LEAVES

13.1 Unpaid Leave of Absence: Effects on Benefits - The date of an unpaid leave of absence shall have the same impact on paid time off (PTO), step date, longevity pay date and termination of insurance coverage, as does the date of separation from service. The date of return to work from an unpaid leave of absence shall have the same impact as does the date of hire.

13.2 Insurance Extension: Any employee eligible for PTO/CAT benefits, who is unable to resume the duties of his or her employment by the County because of proven illness or injury, shall for a period of six (6) months after exhaustion of said leave and annual leave benefits, continue to be provided the County contribution toward group insurance benefits. The employee must pay their portion of the premiums in accordance with procedures established by the County Auditor and Human Resources. Employees can only utilize this benefit once; it is typically granted when an employee is not expected to return to work due to a medical condition.

13.3 Bereavement Leave: entitles a member up to three (3) working days off with pay, not chargeable to paid time off (PTO) balance if member suffers a death of a member of his/her immediate family, defined as: Spouse, State Registered Domestic Partner, parent, step-parent, child (biological, adopted, step or foster) regardless of age or dependency status, sibling, grandparent, grandchild, father-in-law, mother-in-law, brother-in-law, sister-in-law, daughter-in-law, son-in-law or a more distant relative if living as a member of the employee’s immediate family. Bereavement leave in the case of a spouse or a child is allowed for up to ten (10) working days.

In addition:
- Two additional workdays 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 fifty miles outside of Spokane County and not return home during the bereavement leave.
- Bereavement leave can be utilized over a six (6) month period after the death.
- If the employee requires additional bereavement time, they may request additional time off chargeable to compensatory time, or PTO.
13.4 In accordance with the provisions of RCW 49.12 and any other applicable State or Federal law, the Employer agrees to grant family leave. Employees shall use their accumulated PTO accrual while on family leave (see Article 9 - Paid Time Off). The first five (5) days of each condition will be chargeable to the employee’s regular PTO balance. Employees who are eligible to access and have a balance in their CAT account, will have the option of using CAT hours in lieu of PTO hours, once the five (5) working day minimum is met. The employee on leave must notify their supervisor, manager, or Department Head of their intended return to work date and maintain regular communication as to the status of their return. The County may require appropriate medical certification before an employee returns to work.

ARTICLE 14 - GRIEVANCE PROCEDURE

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

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

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

**Step 2.** Grievances will be submitted to the Employees immediate supervisor with a copy to the HR Manager. Grievances may be submitted in person, by regular mail or by email. Grievances will be submitted on the official Union Grievance Form. Failure to follow the submission process or the requirements under 14.1.2 above shall nullify the grievance and it is forever waived.
The Employee, the Facilities Director and the Union Shop Steward shall meet eleven (11) working days after the verbal response from Step 1, if the matter is not settled at Step 2, to the employee’s satisfaction. Then the Facilities Director shall answer the employee’s grievance in writing within five (5) working days, with a copy to the Union. The parties shall then proceed to Step 3, of the grievance procedure, within five (5) working days.

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

Step 4. Arbitration: If the grievance is still unsettled, either party may within thirty (30) working days after the reply of the Human Resource Director is due, by written notice to the other party, request arbitration.

1) Within seven (7) days from the date of the receipt of the arbitration request, the parties shall meet for the purpose of endeavoring to mutually agree on the selection of an arbitrator.

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

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

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

5) If either party desires a verbatim record of proceedings, it may cause such a record to be made, providing it pays for the record and makes copies available without charge to the other party and to the arbitrator.
6) Grievances initiated by the Employers shall be processed in this same manner but they may be initiated at Step 3 with the Business Representative.

14.4 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.

ARTICLE 15 – SENIORITY

15.1 Definitions - Seniority shall be defined as follows:
1) Total length of service within a department;
2) Total length of service within a job classification;
3) Total length of service within the County.

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

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

15.3.1 Discharge, retirement or resignation of the employee;

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

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

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

15.3.5 Failure, when on layoff, to report for work within two (2) weeks after notice has been given to the Shop Steward and the employee, shall constitute refusal of work, such notices shall be by certified mail.
15.4 Departmental seniority lists shall be brought up to date each year on 1 January and posted in a conspicuous place. Two (2) copies of the seniority list shall be provided to the Shop Steward.

15.5 Any employee returning to work after an authorized leave may claim his/her former permanent classification if it still exists and if his/her seniority within classification is greater than an employee currently holding such classification within his/her department. If the classification no longer exists or he/she does not have sufficient seniority to displace a current employee in that classification, he/she may by first, department seniority and second, by County seniority, claim an existing lower classification, for which he/she is qualified. Any current employee so displaced shall have similar rights to claim a lower existing classification by seniority, for which he/she is qualified.

15.6 Employees rehired within thirty (30) consecutive calendar days after separation will have their service and longevity bridged. This means the employee may retain the original date of hire and will continue to accrue benefits (PTO) at the same rate as before separation and beginning on their first day of re-employment. Insurance and retirement benefits, previously in effect, will continue also. However, any time not worked during this break in service will be treated as leave without pay and benefits accruals would not accumulate during this break. Employees rehired after a break of service of more than 30 consecutive calendar days will receive a new date of hire. They will be treated the same as a new employee for all purposes.

15.7 Promotions

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

15.7.2 Any promotion or change in job classification shall be considered temporary for a period of sixty (60) calendar days from the date of promotion or change. Within the sixty (60) days' period, if the employee should decide he/she does not want the job or should the supervisor or foreman decide the employee is unsuited for the job, he/she shall revert to his/her former job classification without prejudice.
15.7.3 Employees not selected shall upon request receive a written explanation citing the reasons why not selected.

15.8 Layoffs

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

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

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

ARTICLE 16 - DISCIPLINE AND DISCHARGE

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

16.1 Oral Reprimand

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

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

Discharge (notice to be given in writing with reasons within one workday of the action)
16.2 Any disciplinary action or measure upon a regular employee may be processed as a grievance through the regular grievance procedure.

16.2.1 Oral reprimands may be grieved to no higher than Step 3 of the grievance procedure (to the Human Resources Director). That decision shall be final and binding.

16.3 The Employer shall not discharge any employee without just cause. In cases of discharge, the employee shall have the right to a pre-termination hearing. He or she shall be presented either orally or in writing with the nature of the charges against him/her, the facts supporting them, and the opportunity to respond to said charges.

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

16.5 Any employee found to be unjustly suspended or discharged shall be reinstated with full compensation for all lost time and full restoration of all rights and conditions of employment. However, this does not preclude a compromise settlement.

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

16.7 Other forms of disciplinary actions not listed above (Article 16.1) may be mutually agreed to by authorized representatives of the Union and the County.

16.8 Removal of Documents

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

16.8.2 Written reprimands will be removed from an employee’s personnel file after two (2) years if:

1. Circumstances do not warrant a longer retention period; and
2. There has been no subsequent discipline of a similar or like nature; and
3. The employee submits a written request for its removal.
16.8.3 Records of disciplinary actions involving reductions-in-pay, suspensions or demotions, will be removed after five (5) years if:

1. Circumstances do not warrant a longer retention period; and

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

3. The employee submits a written request for its removal.

16.8.4 Oral reprimands will not be used as the basis for further disciplinary action after twelve (12) month if there have been no repeated offenses of a similar or like nature. Written reprimands will not be used as the basis for further disciplinary action after twenty-four (24) months if there have been no repeated offenses of a similar or like nature.

**ARTICLE 17 – STRIKES AND LOCKOUTS**

17.1 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.

The County shall have the right to discharge or discipline any employee participating in any activity in contravention of 18.2 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.

In the case of any activity in violation of 18.2. 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.
ARTICLE 18 – SUB-CONTRACTING WORK

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

ARTICLE 19 – TRAINING COSTS

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

ARTICLE 20 – ALCOHOL AND DRUG TESTING

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

ARTICLE 21 – REASONABLE SUSPICION SUBSTANCE ABUSE TESTING

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

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

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

ARTICLE 22 - SCOPE OF AGREEMENT

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

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

ARTICLE 23 - INFORMATION REQUESTS

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

ARTICLE 24 – TERM OF AGREEMENT

This Agreement will become effective on January 1, 2021, except as otherwise specified. This Agreement will continue in effect until June 30, 2023. If a party gives the other party notice in writing of desire to enter into a subsequent or modified Agreement, such notice will be given at least ninety (90) days prior to expiration of this Agreement.
January 1, 2021, through June 30, 2023, Working Agreement between Spokane County and Local 280 International Union of Operating Engineers.

Dated this ________________ day of __________________, 2021.

Board of County Commissioners of Spokane County, Washington

By __________________________
Chair

By __________________________
County Commissioner

By __________________________
County Commissioner

By __________________________
Human Resources

By __________________________
Chief Negotiator

For the International Union of Operating Engineers, Local 280

By __________________________
Business Manager

By __________________________
President

By __________________________
Recording Secretary

By __________________________
Union Steward
Appendix A – Ratification Lump Sum Payment

Upon ratification, all active members at the time of ratification will receive a one-time, lump sum payment in the amount of $1,000.00. This payment will be made within two (2) pay periods following the ratification and Board of County Commissioners final approval.

If the agreement is not ratified on the first vote, the employees will no longer be eligible to receive the lump sum payment.