

2022 Negotiations between  
Spokane County  
and  
Council 2, Local 492-MH

County's Non-Economic Proposals  
March 3, 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\*\*All proposals maybe withdrawn at any time by either party.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.

Spokane County Initial Non-Economic Proposals  
Presented to the Union on February 23, 2022 @ \_\_\_\_\_

Non-Economic Proposal #1

**PREAMBLE**

This Agreement, made and entered into this 1<sup>st</sup> day of January, **2021** by and between the Board of County Commissioners of Spokane County, hereinafter referred to as the "County" and Local 492-N and the Washington State Council of County and City Employees, Council #2, AFSCME, AFL-CIO, hereinafter referred to as the "Union."

Non-Economic Proposal #2

**ARTICLE 4 · UNION RECOGNITION**

The Employer recognizes Local 492-NMH 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 full time and regular part-time employees listed in the classifications in positions in the Detention Services, acting in their official capacity for the purposes of collective bargaining with respect to wages, hours and other conditions of employment.

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**  
~~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 unpaid leave of absence that the employee may take. The term of the probationary period is 2080 actual hours worked.~~ During the probationary period, Employee is at will and Employer can terminate the employment relationship for any or no reason which is not grievable pursuant to Article 18.**

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

**5.7.3 Part-Time Percentage Employee: A regular employee who works less than ~~81.25/86.5~~ 37.5 hours per week and more than ~~162.5/173~~ 37.5 hours per week on a**

continuing basis and receives benefits on a true pro-rated basis.

Non-Economic Proposal #4

## **ARTICLE 7 - UNION ACTIVITIES/FUNCTIONS/BUSINESS**

### **7.1 Notice and Authorization of Union Representatives:**

The Union agrees to provide a) updated list to Detention Services Management 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 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 the elected official/department head or designee, have full and free access to the premises of the Employer at any time during working hours to conduct Union activities, without disrupting the regular functions of the department.

**7.2.3** Examples of Union activities are as follows:

**7.2.3.1** Process grievances;

**7.2.3.2** Participate in PERC hearings as a direct participant, i.e. as a witness, shop steward and/or president of the Local involved. Notification will be given to the department of those requested to attend. Witnesses are those people who are testifying or about to testify at the PERC hearing;

**7.2.3.3** Attend Labor/Management meetings in accordance with Article #6 Master and Supplemental;

**7.2.3.4** Attend negotiation meetings;

**7.2.3.5** Distribute Union literature;

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

**7.3 Union Functions:** The Employer agrees to grant authorized Union representatives time off **without** pay, not to exceed an accumulative total of ten (10) working days 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 insure adequate staffing, no more than **one (1) employee** ~~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

**7.4 Union Business:** The Union agrees to conduct Local Union business at times other than normal county business hours. Examples of Local Union Business are as follows:

**7.4.1** General membership meetings

**7.4.2** E-Board meetings

**7.4.3** Elections

Non-Economic Proposal #5

**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.

**9.4 Bidding Procedures:**

**9.4.1** To the extent that vacation time has been accrued, each employee shall be allowed to take at least four (4) weeks of accrued vacation time per year, two (2) weeks of which may be taken consecutively. Vacation time can be taken any time depending on the service requirements of the Department. Primary and secondary bids shall be bid by seniority.

**9.4.2** In addition to primary and secondary bids, vacation can be requested on a first come first serve, day by day basis by mutual agreement. Except in cases of emergency, requests will be made at least twenty-one (21) calendar days

before the date requested.

**9.5 Holiday During Vacation Period:** If a holiday occurs during the calendar week in which a vacation is taken by an employee, such holiday shall not be charged to the employee's annual leave.

**9.6 Working During Vacation Period:**

Any employee who is required to return from vacation and does work during his/her vacation period shall be paid for regular hours at a rate of time and one-half (1-1/2) his/her regular rate. Any employee may return to work at the request of the Employers but shall have the option to refuse without any threat of discrimination. In addition, the employee's vacation (with pay) shall be rescheduled to any future period the employee may request. Non-refundable expenses made toward pre-approved vacation plans that are aborted or postponed due to work requirements will be reimbursed up to the actual verified loss. These non-refundable expenses may include, but are not limited to: Prepaid travel tickets, rentals, and reservations with cancellation penalties and must be verified with documentation.

**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 **three hundred (300) hours for 37.5 hour employees or three hundred twenty (320) hours for 40 hour employees** ~~thirty (30) days~~.

Non-Economic Proposal #6

## 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.

**10.1.1** Sick leave may accumulate to a total of ~~one hundred eighty (180) days~~ **1,350 hours for employees who normally work 37.5 hours a week or 1,440 for employees who normally work 40 hours a week** and for those employees not covered by long term disability.

### **10.8 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. 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.~~

**10.21** Employees may rollover a maximum of ~~75 sick days~~ **562.5 hours for employees who normally work 37.5 hours a week or 600 for employees who normally work 40 hours a week** or pro-rated equivalent per calendar year.

**10.21.1** Employees hired prior to June 1, 1989: Unless the employee selected the LTD plan, an employee hired before June 1, 1989, may rollover a maximum of ~~180~~

~~sick days~~ **1350 hours for employees who normally work 37.5 hours a week or 1,440 for employees who normally work 40 hours a week** or pro-rated equivalent. Upon retirement or death, accrued sick leave will be paid at 50% of accrued leave balance (max of ~~130 days~~ **975 hours for employees who normally work 37.5 hours a week or 1,040 for employees who normally work 40 hours a week**) at the employee's final pay rate to a maximum of ~~65 days~~ **487.5 hours for employees who normally work 37.5 hours a week or 520 for employees who normally work 40 hours a week**.

Non-Economic Proposal #7

## **ARTICLE 12- HOURS OF WORK**

### **12.1 Workday:**

The regular hours of work each day shall be consecutive except for interruptions for a meal period. Employees shall have a thirty (30) minute paid meal and have a fifteen (15) minute paid rest period during each half (1/2) shift and are required to remain on site and available during meal or rest breaks in case of an emergency or other duties requiring immediate attention. Meal breaks for all staff shall be taken approximately midway through the employee's shift at a time agreed upon between the Supervisor and the employee.

### **12.2 Workweek:**

**12.2.1** ~~For Employees, the workweek shall be forty (40) hours per week, eight (8) hours per day. Any changes will be by mutual agreement.~~ **For Employees, the work schedule shall be eighty (80) hours per work period. Employees shall be scheduled off at minimum two consecutive days. Any changes will be by mutual agreement.**

**12.2.2** All employees shall be scheduled to work on a regular work shift, and each shift shall have regular starting and quitting times. Any changes to the schedule will require two (2) weeks' notice, except in emergencies or by mutual agreement.

#### **12.2.3 Temporary Assignments**

**12.2.3.1** Nothing herein shall be construed to limit the authority of Management to make temporary assignments to different or additional locations, shifts or work duties for the purposes of meeting emergency situations over which the Department has no control. However, such emergency assignments shall not exceed the period of such emergency. An emergency is defined as an unplanned event requiring temporary assignments.

#### **12.2.4 Removal for Cause**

**12.2.4.1** Employees may be removed from their shift or days off for cause. Cause shall be defined as unsafe practices, failure to follow established policies and procedures, documented illnesses or medical conditions, or documented inability to perform the task of the position. Removal for cause shall be documented in writing in a timely manner.

#### **12.2.5 Shift Bidding**

**12.2.5.1** Mental Health shifts shall be assigned by the Mental Health

Manager. Input from all Mental Health Staff will be considered in determining their work week. The Mental Health Manager, with the approval of the Director, will have the authority to make decisions regarding their work week.

Shift Bidding can be negotiated if requested by union or management staff related to expansion/changes of mental health department/services or changes to shift hours.

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

Non-Economic Proposal #8

## **ARTICLE 13 - LEAVES OF ABSENCES**

### **13.1 Eligibility Requirements**

Employees may be eligible for leaves of absence **in accordance with federal, state, and local law or Spokane County policies.** ~~after one (1) year of service with the Employer.~~

**13.1.2** Any request for leave shall be submitted in writing by the employee to his/her Department Head or Elected Official or designee. The request shall state the reason the leave is being requested and the appropriate length of time the employee desires.

**13.1.3** Authorization or denial for a leave shall be furnished in writing to the employee by his/her Department Head or Elected Official within five (5) calendar days. Requests for emergency/immediate leave not covered by other leaves shall be answered by the end of the shift if possible. Any denial for a leave shall include written reason(s) for denial.

**13.1.4** State or Federal laws, that cover military, maternity, family leave or any other leave shall be posted in all departments, shops, offices, where employee notices are normally posted.

**13.2 Types of Leave:** Leaves granted by the Elected Official or Department Head include, but are not limited to, the following:

**13.2.1 Jury Duty:** Leave shall be allowed by the head of a department to permit an employee to serve as a member of a jury. Each employee who is granted such leave and receives any compensation, shall be paid by the Employer for the time he/she is absent only in the amount of the excess of his/her regular salary over the compensation received for such jury duties. The Employer may request the court to excuse or defer him/her. In the event an employee reports for jury duty and is released by the court they must report to their immediate supervisor as soon as possible during the day they are released.

**13.2.2 Court Appearance:** Leave with pay will be authorized for employees required to appear in court only if they are not a party to the action and it is work related.

**13.2.3 Voluntary Civic Duties:** Leave may be allowed by the head of a department to permit an employee to exercise his/her voluntary civic duties. Such leave may be without pay.

**13.2.4 Military:** The Employer agrees to grant military leave in accordance with

State and Federal law for a period not exceeding twenty-one (21) working days during each calendar year.

**13.2.5 Educational:** Full time employees, at the Employer's option, may be granted paid leaves for job related educational and training purposes - not to exceed one (1) accumulative month in any calendar year - to attend conferences, seminars, briefing sessions, or other functions of a similar nature that are intended to improve or upgrade the individual's skill or professional ability. Mandatory training, certifications and licenses required by the job shall be negotiated in Supplemental Agreements.

**13.2.6 Maternity Leave:** The Employers agree to grant maternity leave in accordance with State and Federal laws.

**13.2.7 Family Leave:** In accordance with the provisions of RCW 49:12 and any other State and Federal law, the Employer agrees to grant family leave. Employees shall have the option of using accumulated sick leave, annual leave or comp time while on family leave.

### **13.3 Compensation for Absences Due to Widespread Emergency:**

**13.3.1** If County offices have not been closed and individual employees are unable to report to work, or are permitted to leave early, such absences are to be charged to personal holiday time, accrued vacation or accrued comp-time. If such accrued leave time is not available to that employee, such absence will be without pay.

**13.3.2** Employees who are late arriving to work due to the current weather/road/emergency conditions may charge the time to accrued leave, take the time without pay, or make up the time at a maximum **of their regularly scheduled shift** of ~~seven and one-half (7 1/2) or eight (8) hours within two (2) weeks.~~ **No overtime shall be paid when the employee is making up the time.**

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

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

**13.5 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. 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.**

**"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.**

Non-Economic Proposal #9

**ARTICLE 16 - SENIORITY**

**16.1 Seniority:** For the purpose of layoffs, as well as bidding of vacations and shifts, seniority shall be defined as:

**16.1.1** Total length of service within job classification;

**16.1.2** Total length of service within the Department;

**16.1.3** Total length of service within the County.

**16.1.4** For the purpose of computing seniority, all authorized paid leave shall be considered as time worked.

**16.1.5** The first **twelve (12) months** ~~two thousand eighty (2080) straight time hours~~ worked of employment shall be deemed a probationary period and during such probationary period, an employee may be transferred, laid off or terminated at the discretion of the Employer. Probationary employees continued in the service of the Employer subsequent to the twelfth (12th) month after the initial date of employment, shall become regular employees.

**16.1.6 Posting:** Once each year the Employer shall post on all staff bulletin boards a seniority list showing the continuous service of each employee. A copy of the seniority list shall be furnished to the Union when it is posted.

Non-Economic Proposal #10

**ARTICLE 17 - DISCIPLINE AND DISCHARGE**

- 17.1 Administration:** In the administration of this Section, a basic principle shall be that discipline, other than termination, should be corrective in nature rather than punitive. Oral reprimands will not be used as the basis for further disciplinary action after twelve (12) months if there have been no repeated offenses concerning the same matter as the reprimand. Written reprimands will not be used as the basis for further disciplinary action after twenty-four (24) months if there have been no repeated offenses concerning the same matter as the reprimand. Suspensions will not be used as the basis for further disciplinary action after sixty (60) months if there have been no repeated offenses concerning the same matter as the suspension. The employee shall have the right to Union representation at all disciplinary actions or measures. The employer shall inform the employee when a meeting or investigation may result in disciplinary action.
- 17.2 Measures:** Disciplinary actions or measures shall include only the following: Other forms of disciplinary actions not listed above may be mutually agreed to by authorizes representatives of the Union and County.
- 17.2.1** Oral reprimand;
- 17.2.2** Written reprimand (notice to be given to the employee in writing with reasons);
- 17.2.3** Suspension (notice to be given to the employee and the Union in writing with reasons within one (1) working day of the suspension). At the employer's discretion, employee's annual leave balance can be used in lieu of an unpaid suspension. Seniority will still be adjusted for the length of the disciplinary suspension;
- 17.2.4** Discharge (notice to be given in writing to the employee and the Union, with reasons, within one (1) workday of the discharge).
- 17.3** Any disciplinary action or measure may be grieved through Article 18-~~or Civil Service~~ but not both.
- 17.4** The disciplinary measures above are listed from the least severe to the most severe. Repeated actions by an employee bringing about disciplinary measures may subject the employee to more severe measures. The level of the disciplinary action will be dependent on the severity of the incident.

## **17.5 Suspension/Termination**

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

**17.5.2** In cases of suspension/termination, the employee shall have the right to a pre- suspension/pre-termination hearing. He/she shall be presented either orally or in writing with the nature of the charges against him/her, the facts supporting them, and the opportunity to respond to said charges. The employee shall have the right to have a Union representative present. The employee and his/her steward will be notified in writing that the employee has been suspended and/or terminated.

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

**17.5.4** In cases of suspension the following shall apply:

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

## **17.6 Severe Offenses**

Severe offenses can result in severe disciplinary measures up to and including termination. Proven incidents of the ~~following~~ **severe** 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 another employees' property;

**17.6.4** Falsifying records or documents.

Non-Economic Proposal #11

**ARTICLE 18 - GRIEVANCE PROCEDURE**

**18.1 Settlement of Disputes:** Any grievance or dispute which may arise between the parties, concerning the application, meaning or interpretation of this Agreement, shall be settled in the following manner and any grievance settled in any of the steps, including the informal process, found in this Article is final and binding. The parties may agree to extend any time limits contained in this Article. Both parties agree that they will meet at each step of the grievance procedure in an attempt to reach settlement. Time frames specified in this Article may be waived by mutual agreement of the parties in writing. All settlements reached in this Article at any step, including the informal process, shall be in writing and signed by the authorized representatives of the Union and Employer.

**18.1.2** The alleged violation must contain the following:

**18.1.2.1** The specific contract provision violated.

**18.1.2.2** The specific actions(s) that occurred.

**18.1.2.3** Who the individual employee(s) are that are affected by the contract violation.

**18.1.2.4** When the violation is to have taken place.

**18.1.2.5** The remedy sought.

**18.1.2.6** Grievances must be submitted to the Employees Immediate Supervisor with a copy to **Labor Relations** ~~the HR Manager~~. Grievances may be submitted in person, ~~by regular mail~~ or by e-mail. Grievances will be submitted on the official Union Grievance Form.

**18.1.3** Time frames may be extended, or steps waived, at any level of the grievance process by mutual agreement between the parties. Such extensions or waivers shall be reduced to writing. Should the employee or Union fail to comply with the prescribed time frames, excluding extenuating circumstances, it is agreed that the grievance is waived. Should the Employer fail to respond within the prescribed time frames, excluding extenuating circumstances, the grievant or Union shall have the right to proceed to the next step. In the event of extenuating circumstances that delay either party meeting the time frames, the parties will meet within five (5) workdays following the conclusion of the delay to proceed with the grievance process.

## **18.2 Informal Complaint:**

**18.2.1** Within seven (7) working days from the occurrence of the matter on which a complaint is based, or within seven (7) working days from his/her knowledge of such occurrence, an employee/Union Steward/Union Officer shall discuss his/her complaint/contract violation in a meeting with his/her immediate supervisor. Within five working days from the date of such discussion, the supervisor shall verbally reply to the complaint/contract violation. A shop steward or Union representative may be present.

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

## **18.3 Formal Written Grievance:** A formal written grievance may be advanced to Step 2 or Step 3 by mutual agreement of the parties.

**18.3.1 Step 1.** Should the grievance not be settled through the informal procedures, the Union Steward shall submit it to the Union Grievance Committee. The Grievance Committee, if they find the grievance justified, shall within twenty-three (23) working days from the employer's 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 Detention Services Director or his/her designee **and Labor Relations**. The Detention Services Director 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 Detention Services Director 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 Detention Services Director or his/her designee's decision, to the **Senior** Human Resources Director **or their designee**. Within five (5) working days of receipt of the complaint, the **Senior** Human Resources Director **or their designee** will set a date to hear the complaint. The **Senior** Human Resources Director **or designee** shall respond to the Union Representative and the Grievance Committee with ten (10) working days of this meeting.

**18.3.2 Step 3.** Should the grievance not be settled in Step 2, either party may request arbitration, within thirty (30) working days after the reply of the **Senior** Human Resources Director **or their designee** is due, by written notice to the other. A simultaneous request for a list of eleven (11) arbitrators from the Washington State Public Employment Relations Commission shall be initiated. The arbitrator shall be selected by the County and the Union within seven (7) days after the list is received. Both the County and the Union shall

have the right to strike one (1) name from the panel. The process shall be repeated and the remaining name shall be the arbitrator for the grievance.

**18.4 Hearing Attendance:** Attendance at the hearings conducted at Steps 1 or 2 shall be limited to the grievant, shop steward, and president of the Union or his/her designee. Witnesses required by either party for the processing of the grievance may attend with advanced notice to his/her employer. In the event a grievance hearing begins prior to or extends beyond the normally scheduled shift of any employee in attendance call-back or overtime pay will not apply, unless mutually agreed otherwise.

**18.5 Arbitration:**

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

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

**18.6 Liability:**

**No monetary claim by an employee covered by this Agreement or by the Union against the County shall be valid beyond the pay period prior to the pay period in which the grievance was first filed in writing, unless the circumstances of the case made it impossible for the employee, or the Union, as the case may be, to know that the employee or the Union has grounds for such claim prior to that date, in which case, the claim shall be limited retroactively to a period of forty-five (45) days prior to the date the claim was first filed in writing. This provision shall not apply to arbitrator's decisions regarding suspensions or discharges.**

Non-Economic Proposal #12

## **ARTICLE 19 - LAYOFF AND RECALL**

### **19.1 Layoff**

The parties agree that the effect of a layoff is negotiable, therefore, the following language is intended to both clarify and establish procedures for any impending layoffs realized by members of the bargaining unit and any subsequent recall.

**19.1.1** No layoffs shall be executed as long as there are extra help, part-time or temporary employees in the 492-~~MHN~~ bargaining unit. If part-time or temporary employees are being utilized in 492-~~MHN~~, that extra help, part time or temporary work may be offered to qualified employees who are being laid off.

**19.1.2** In the event of a layoff for any reason, employees shall be laid off in the inverse order of seniority within the bargaining unit. In the event of a tie in seniority within the bargaining unit, then total length of service at the Spokane County Jail shall prevail. If there is a tie in Jail seniority, then County employment seniority shall prevail.

**19.1.3** Employees being laid off shall be given written notice of such layoff thirty (30) days prior to the layoff if possible. In no event shall written notice of layoff be less than ten (10) working days.

### **19.2 Recall:**

**19.2.1** Employees who are laid off shall have the first opportunity to fill vacancies in their former classification.

**19.2.2** Employees shall retain all benefits and seniority accrued prior to layoff when recalled to work, minus the time laid off.

**19.2.3** Recall rights under this provision shall be limited to eighteen (18) months from the date of layoff or demotion. ~~Employees may refuse a recall once. A second refusal to return to work will remove an employee from the recall list.~~ Laid off or demoted employees who have been offered work shall have ten (10) working days from the date of notice to accept such recall. Offers of employment off the recall list shall be done in writing either by registered letter to the last known address of the laid off employee or hand delivered to the employee.

**19.2.4** Any temporary or extra help work required by a division in a job classification in which there are employees on layoff shall be offered to laid off employees.

### **19.3 Definitions:**

**19.3.1** Bargaining Unit Seniority: Total unbroken service within a classification within the bargaining unit.

**19.3.2** Job Classification Seniority: Total length of unbroken service within a job classification within the bargaining unit.

**19.3.3** County Employment Seniority: Total length of unbroken employment in the County.

**19.3.4** Bargaining Unit: Local 492-MHN.

**19.3.5** Division: Spokane County Detention Services.

**19.3.6** Job Classification: Jobs as defined in Appendix "A"

Non-Economic Proposal #13

**ARTICLE 20 - GENERAL PROVISIONS**

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

**20.2 Personnel Files:**

**20.2.1 Maintenance:** One (1) personnel file shall be maintained and located at the Human Resources Department ~~and one (1) at the individual Departments.~~ **That** ~~ese~~ 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.

**20.2.2 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).

**20.3 Dress Code:** ~~Employees shall generally be allowed to choose their individual manner of dress. However, Employer may require reasonable dress standards commensurate with the~~ job.

**20.4 Uniforms and Protective Clothing:**

~~— All 492 N members shall receive a clothing allowance in the amount of four hundred twenty-five dollars (\$425) yearly on their anniversary date.~~

**20.5 Personal Property:**

Employer will repair or replace 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 or taken as evidence. 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.

**20.6 Mileage:**

~~Employers~~ **The County** agree to furnish employees' transportation necessary to perform their official duties. In the event the Employer's automobiles are not available, employees using their own automobiles shall be compensated in accordance with the Internal Revenue Service provisions.

**20.7 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.

**20.8 Training:**

Employer will use its best efforts to assist members with training and education that is directly related to skills and that benefit the organization. This may include in-house training and paid time off to attend training. A member's participation in training and educational classes requires Employer preapproval.

**20.9 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 #14

**ARTICLE 21- INFORMATION REQUESTS**

The Employer agrees to provide the Union, upon written request **by the Union Staff Representative or 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 #15

**ARTICLE 22 - LOCKOUTS AND STRIKES**

~~22.1 **Lockouts:** No lockouts of employees shall be instituted by the Employers during the term of this Agreement.~~

~~22.2 **Strikes:** No strikes, slow down or disruptions of work of any kind shall be caused or sanctioned by the Union during the term of this Agreement. At no time, however, shall employees be required to act as strike breakers or to go through picket lines.~~

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

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

**22.3** In the case of any activity in violation of 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 #16

**ARTICLE 23 - AUTHORIZED AGENTS**

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

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

Non-Economic Proposal #17

**ARTICLE 24 - SAVINGS CLAUSE**

~~24.1 For the purposes of this Section, the Agreement shall consist of the Master Contract and all Supplemental Agreements reached pursuant to this contract.~~

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

Non-Economic Proposal #18

**ARTICLE 26 - EFFECTIVE DATE, CONTRACT PERIOD AND CHANGES**

- 26.1 Effective Date:** The term of this Agreement shall be January 1, 2021 through December 31, 20\_\_\_. Unless specified otherwise, the terms of this Agreement shall become effective on the day both parties ratify.
- 26.2** The parties agree that they will begin interest based bargaining/negotiations at least four (4) months prior to the termination of the Agreement and will meet and negotiate from time to time within the four (4) month period immediately preceding the termination date of this collective bargaining Agreement for a succeeding period.

WORKING AGREEMENT

BETWEEN

SPOKANE COUNTY AND

LOCAL 492-~~MHN~~, AFL-CIO

AFFILIATED WITH THE AMERICAN FEDERATION OF STATE,

COUNTY, AND MUNICIPAL EMPLOYEES AND COUNCIL #2 AFL-CIO

January 1, \_\_\_\_\_ through December 31, \_\_\_\_\_

IN WITNESS WHEREOF: The parties hereto have set their hand this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

FOR THE UNION:

FOR THE EMPLOYER:

\_\_\_\_\_  
PRESIDENT, LOCAL 492-~~MHN~~

\_\_\_\_\_  
AL FRENCH, ~~CHAIR~~ **COMMISSIONER**

\_\_\_\_\_  
COUNCIL 2, STAFF REPRESENTATIVE

\_\_\_\_\_  
JOSH KERNS, ~~VICE-CHAIR~~ **COMMISSIONER**

\_\_\_\_\_  
MARY L. KUNEY, COMMISSIONER

\_\_\_\_\_  
**TIM HANSEN ASHLEY CAMERON,**  
Sr HR DIRECTOR

\_\_\_\_\_  
~~RANDY WITHROW, HR MANAGER~~  
**JOSHUA GROAT,**  
**EMPLOYEE & LABOR RELATIONS**  
**MANAGER**

Non-Economic Proposal #19

### **APPENDIX B – NORMAL (LAG) PAY**

**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.