

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.**

TENTATIVE AGREEMENT REACHED ON: 03/22/2022


Gordon Smith, Jr. (Mar 24, 2022 10:00 PDT)

For the Union:



For the County:

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.

TENTATIVE AGREEMENT REACHED ON: 03/22/2022


Gordon Smith, Jr. (Mar 24, 2022 10:00 PDT)

For the Union:



For the County:

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 authorized 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.

TENTATIVE AGREEMENT REACHED ON: 03/22/2022



Gordon Smith, Jr. (Mar 24, 2022 10:00 PDT)

For the Union:



For the County:

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.

TENTATIVE AGREEMENT REACHED ON: 03/22/2022


Gordon Smith, Jr. (Mar 24, 2022 10:00 PDT)

For the Union:



For the County:

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).

TENTATIVE AGREEMENT REACHED ON: 03/22/2022



Gordon Smith, Jr. (Mar 24, 2022 10:00 PDT)

For the Union:



For the County:

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.

TENTATIVE AGREEMENT REACHED ON: 03/22/2022


Gordon Smith, Jr. (Mar 24, 2022 10:00 PDT)
For the Union:



For the County:

Non-Economic Proposal #1

PREAMBLE

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

TENTATIVE AGREEMENT REACHED ON: 03/22/2022


Gordon Smith, Jr. (Mar 24, 2022 10:00 PDT)
For the Union:


For the County:

ARTICLE 4 • UNION RECOGNITION

The Employer recognizes Local 492-~~NM~~ 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.

TENTATIVE AGREEMENT REACHED ON: 03/22/2022


Gordon Smith, Jr. (Mar 24, 2022 10:00 PDT)
For the Union:



For the County:

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.~~

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

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

TENTATIVE AGREEMENT REACHED ON: 03/22/2022


Gordon Smith, Jr. (Mar 24, 2022 10:00 PDT)

For the Union:



For the County:

Tentative Agreement

Final Audit Report

2022-03-24

Created:	2022-03-22
By:	Patricia Cruz (PCRUZ@spokanecounty.org)
Status:	Signed
Transaction ID:	CBJCHBCAABAAFVR5pJ9z48MQ2gp6LEZkaqTACSZxtYgS

"Tentative Agreement" History

-  Document created by Patricia Cruz (PCRUZ@spokanecounty.org)
2022-03-22 - 9:02:47 PM GMT
-  Document emailed to Gordon Smith, Jr. (gordons@council2.com) for signature
2022-03-22 - 9:06:17 PM GMT
-  Email viewed by Gordon Smith, Jr. (gordons@council2.com)
2022-03-22 - 9:09:10 PM GMT
-  Document e-signed by Gordon Smith, Jr. (gordons@council2.com)
Signature Date: 2022-03-24 - 5:00:21 PM GMT - Time Source: server
-  Document emailed to Joshua Groat (jgroat@spokanecounty.org) for signature
2022-03-24 - 5:00:23 PM GMT
-  Email viewed by Joshua Groat (jgroat@spokanecounty.org)
2022-03-24 - 5:01:04 PM GMT
-  Document e-signed by Joshua Groat (jgroat@spokanecounty.org)
Signature Date: 2022-03-24 - 5:01:50 PM GMT - Time Source: server
-  Agreement completed.
2022-03-24 - 5:01:50 PM GMT