

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

**19.2 Review (Probationary) Period:**

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

- a) During the new hire probation period an employee may be transferred, laid-off or terminated at the discretion of the Employer.**
- b) Should an employee promote during their new hire probationary period, they shall remain on probation for the remainder of their new hire probationary period or six (6) months, whichever is longer.**
- c) Employees who promote during their new hire probation period shall ~~not~~ be eligible to revert back to their former position within sixty (60) if their former is still unfilled; and if ~~unless~~ mutually agreed to by their former Elected Official/Department Head or designee the employee at any time during their new hire probationary period may request to revert back to their former position if there is a vacancy.**

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

- a) During their promotional review period, employees shall be eligible to revert back to their former position within 30 calendar days (or up to 60 calendar days if their former position is still unfilled) by request of either the employee and/or their immediate supervisor; and, if mutually agreed to by their former Elected Official/Department Head or designee, the employee at any time during their promotional probation period may request to revert back to their former position if there is a vacancy.**
- b) After the first 30 calendar days, during the promotional review period, an employee may be transferred, laid-off or terminated at the discretion of the Employer.**

19.2.1.3 **Laterally Transfers:** Qualified employees who are already a Supervisor laterally transferring from one Department to another, in the same job classification, may upon their request or their supervisor's request, return to their former position within thirty (30) calendar days or up to sixty (60) calendar days of the change of positions if their former position is still unfilled.

~~19.2.1.4 Should an employee promote during their new hire probationary period, they shall remain on probation for the remainder of their new hire probationary period or six (6) months, whichever is longer.~~

~~19.2.1.5 Employees who promote during their new hire probation period shall not be eligible to revert back to their former position within sixty (60) if their former is still unfilled; and if unless mutually agreed to by their former Elected Official/Department Head or designee the employee at any time during their new hire probationary period may request to revert back to their former position if there is a vacancy.~~

~~19.2.1.6 During such period an employee may be transferred, laid off or terminated at the discretion of the Employer.~~

1. For employees promoted from another regular County position, the first six (6) months, one thousand forty (1040) straight time hours worked if on a 40 hour workweek or nine hundred and seventy five (975) if on a 37.5 hour workweek, shall be their review period. During such period an employee may either voluntarily return to their former classification or be involuntarily returned to their former classification by their Supervisor. In the event an employee returns to their former classification they shall retain all seniority time accrued, less all time they may have accrued as a Supervisor.

~~2. Qualified employees who are already a Supervisor laterally transferring from one Department to another, in the same job classification, may upon their request or their supervisor's request, return to their former position within forty five (45) **thirty (30) sixty (60)** calendar days of the change of positions **if their former position is unfilled**. The employee's Supervisor may have the employee returned to their former assigned position within forty five (45) **thirty (30)** days of the change in positions.~~

~~3. Employees displaced by Supervisors returning to their former positions during their formal review period will be returned to their former position and shall retain all seniority time accrued, less all time they have accrued as a Supervisor.~~

4. For employees hired from outside another regular County position the first twelve (12) months, two thousand eighty (2080) straight time hours if a 40 hour workweek or one thousand nine hundred and fifty (1950) if a 37.5 hour

~~workweek, worked shall be their review period. During such period and employee may be transferred, laid off or terminated at the discretion of the Employer. Review period employees continued in service of the Employer following the completion of the review period shall become regular employees.~~

#### 19.4 Demotions:

1. Voluntary demotions from higher to lower classifications within the Bargaining Unit may be made at the request of the employee with the approval of Management.
2. Involuntary demotions will be made based on the staffing needs of the individual Department/Division and/or job performance of the individual employee. Such determination shall be supported by appropriate documentation by Management and is subject to the grievance process, except during the review period.
3. Employees involuntarily demoted from positions within the Bargaining Unit to positions outside the Bargaining Unit will be made as follows with base unit agreement:
  - a) If the demotion is the result of layoff and the employee formerly worked in the base unit when initially promoted to Supervisor, that employee may return to the base unit and retain all seniority accrued while working in the base unit. They will not add seniority accrued while working as Supervisor to the seniority accrued while working in the base unit. If the base unit seniority is insufficient to secure a position in the base unit, they will be laid off in accordance with the terms of the layoff procedures of the base unit agreement, if any.
  - b) If the demotion is the result of a disciplinary measure and the employee formerly worked in the base unit, that employee will not be allowed to displace a base unit member. They will not add seniority accrued while working as Supervisor to the seniority accrued while working in the base unit. If the base unit seniority is insufficient to secure a position in the base unit, they will be laid off in accordance with the terms of the layoff procedures of the base unit agreement, if any.
  - c) If the employee had no working experience in a base unit before being initially promoted to Supervisor, that employee may be placed in a base unit with no seniority, except County seniority if any. Time worked as a Supervisor will not be applied toward any base unit provisions.

If the base unit seniority is insufficient to secure a position in the base unit, they will be laid off in accordance with the terms of the layoff procedures of the base unit

agreement, if any.

**TENTATIVE AGREEMENT REACHED ON: 03/29/2022**

*Natalie Hilderbrand*  
Natalie Hilderbrand (Apr 1, 2022 14:19 PDT)

For the Union:



For the County:

**ARTICLE 16 – SENIORITY**

**~~16.5 Authorized Leave:~~**

~~An employee on authorized leave of absence for the purpose of becoming a fulltime paid employee of the Union who subsequently returns to the Bargaining Unit shall retain their full seniority except for such period of leave not to exceed one (1) year.~~

**TENTATIVE AGREEMENT REACHED ON: 03/29/2022**

*Natalie Hilderbrand*  
Natalie Hilderbrand (Apr 1, 2022 14:19 PDT)

For the Union:



For the County:

# Tentative Agreement - Non-Economic Proposal #9 -Seniority & #12 - Promotions-Demotions-Lateral Transfer

Final Audit Report

2022-04-01

Created:	2022-03-31
By:	Patricia Cruz (PCRUZ@spokanecounty.org)
Status:	Signed
Transaction ID:	CBJCHBCAABAAxQfR5bwrpv_ZHQVuzdGD8liE0iSigpDA

## "Tentative Agreement - Non-Economic Proposal #9 -Seniority & #12 - Promotions-Demotions-Lateral Transfer" History

-  Document created by Patricia Cruz (PCRUZ@spokanecounty.org)  
2022-03-31 - 10:03:18 PM GMT
-  Document emailed to Natalie Hilderbrand (natalieh@council2.com) for signature  
2022-03-31 - 10:04:02 PM GMT
-  Email viewed by Natalie Hilderbrand (natalieh@council2.com)  
2022-03-31 - 10:12:36 PM GMT
-  Document e-signed by Natalie Hilderbrand (natalieh@council2.com)  
Signature Date: 2022-04-01 - 9:19:26 PM GMT - Time Source: server
-  Document emailed to Joshua Groat (jgroat@spokanecounty.org) for signature  
2022-04-01 - 9:19:27 PM GMT
-  Email viewed by Joshua Groat (jgroat@spokanecounty.org)  
2022-04-01 - 9:21:18 PM GMT
-  Document e-signed by Joshua Groat (jgroat@spokanecounty.org)  
Signature Date: 2022-04-01 - 9:22:14 PM GMT - Time Source: server
-  Agreement completed.  
2022-04-01 - 9:22:14 PM GMT